

(1897) 08 AHC CK 0003**Allahabad High Court****Case No:** None

Aman Singh and Another

APPELLANT

Vs

Narain Singh and Others

RESPONDENT

Date of Decision: Aug. 4, 1897**Citation:** (1898) ILR (All) 98**Hon'ble Judges:** John Edge, C.J; Banerji, J**Bench:** Division Bench**Final Decision:** Dismissed

Judgement

John Edge, C.J. and Banerji, J.

This suit was brought to set aside a decree made on a compromise. The plaintiffs here were minors at the time of the previous suit and were lawfully represented in that suit by their guardian. The guardian was an assenting party on their behalf to the compromise and to the making of the decree, and it is found in this suit that the compromise was not prejudicial to the interests of the minors; but the Court had not, before the compromise was made, given leave for its being made. Under those circumstances it is contended on behalf of the plaintiffs here that they are entitled to a decree setting aside the decree which was made on the compromise, and reliance is placed upon the judgment of this Court in the case of *Ealavati v. Chedi Lal* ILR 17 All. 531. It is said, as appears to be true, that the Court, although it sanctioned the compromise after it had been entered into, had not given leave to the guardian to make the compromise before it was made, and that consequently there was no good compromise in law binding upon the minors upon which a decree could lawfully have been made. In our opinion there is a difference between a case in which the validity of a decree made upon a compromise in a suit in which a minor is a party is challenged in appeal from that decree, and a case like the present, where the validity of a decree which has become final is sought to be questioned in a separate, subsequent and independent suit between the parties.

2. Now in the present case it has not been proved that the decree in the previous suit was in any respect obtained by fraud. It is not shown that the decree in the previous suit was in any respect disadvantageous to the minors. It would probably be now impossible, if we were to decree this suit, to put the parties back into the same position in which they were when the decree in the previous suit was made upon the compromise. Further, we cannot overlook the fact that if we were to hold that a decree based upon a compromise which was not disadvantageous to a minor, but for the making of which leave had not been given by the Court before it was effected, could be avoided and set aside in a subsequent suit, we should be opening a door to ruinous litigation in these Provinces in cases in which the Court had in fact sanctioned a compromise before making a decree.

3. On these considerations we dismiss this appeal with costs.