



**IN THE SUPREME COURT OF INDIA**

**CIVIL APPELLATE JURISDICTION**

**CIVIL APPEAL NOS. .... OF 2025**  
**(Arising out of S.L.P. (C) No.25759 of 2023)**

**SHRI JAIN SHWETAMBER SHRI  
SANGH PANJIKRIT SANSTHA,  
THROUGH PRESIDENT**

**... Appellant(s)**

***VERSUS***

**STATE OF RAJASTHAN AND OTHERS**

**... Respondent(s)**

**J U D G M E N T**

**Rajesh Bindal, J.**

1. Leave granted.
2. The appellant approached this Court impugning the judgment<sup>1</sup> of the High Court<sup>2</sup> passed in S.B. Civil First Appeal No.1015 of 2019. *Vide* the aforesaid judgment, appeal challenging the

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<sup>1</sup> Dated 02.08.2023

<sup>2</sup> Rajasthan High Court, Bench at Jaipur

judgment and decree<sup>3</sup> passed by the Trial Court in Civil Suit No.22 of 2017, was dismissed.

3. This Court *vide* order dated 01.12.2023, considering the *lis* between the parties, and with their consent, referred the matter to mediation and as agreed, Hon'ble Mr. Justice S. Ravindra Bhat, Former Judge of this Court, was appointed as mediator. The report of mediation has been received and a Compromise Agreement has been signed by the parties on 07.12.2024. In terms of the agreement, a sum of ₹8,11,00,000/- (Rupees Eight Crores and Eleven Lakhs only) is to be paid by respondent no.4 to the appellant. Whereas, in accordance to the terms between the parties, ₹11,00,000/- (Rupees Eleven Lakhs only) was paid at the time of execution of the Compromise Agreement *vide* Cheque No.228699 dated 24.10.2024 drawn on Punjab National Bank.

4. The terms settled between the parties are extracted below:

“5. That as a result of the sincere efforts of the Mediator - Hon'ble Mr. Justice (Retd) S. Ravindra Bhat, party no.1 and party no.2 have amicably settled all the

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<sup>3</sup>Dated 12.07.2019

disputes and issues between them on the following terms:-

- (i) That party no.1 Shri Jain Shwetambar Shree Sangh or its office bearers shall have no right, title, interest, possession or claim in the Dadabari complex. The Dadabari complex and all the movable and immovable property including the Bhandars will be of the sole ownership, possession and management of the party no.2 i.e. Shri Jain Shwetambar Khartargachh Sangh.
- (ii) The two temples in Ajmer city (Sambhavnath Bhagwan ka Mandir, Lakhan Kothri, Ajmer, and Rishabhdev Bhagwan ka Mandir, Sundar Vilas, Ajmer) and all the movable and immovable properties thereof shall be owned and managed solely by party no.1 Shri Jain Shwetambar Shree Sangh. Party no.2 Shri Jain Shwetambar Khartargachh Sangh will have no right, title or interest or possession thereof nor shall it interfere with the management of the aforesaid two temples in Ajmer City.
- (iii) The parties to this settlement have with respect to the bank accounts agree as under:

**Bank Accounts of Shri Jain Shwetambar Shree Sangh**

- a. Shri Jain Shwetambar Shree Sangh A/c no. 0771 2413 000 307, Bank Name - Punjab National Bank, Vaishali Nagar, Ajmer, Rajasthan - 305001.
- b. Shri Jain Shwetambar Shree Sangh A/c no. 0771 2413 000 308, Bank Name- Punjab National Bank, Vaishali Nagar, Ajmer, Rajasthan - 305001.
- c. Shri Jain Shwetambar Shree Sangh A/c no. 0771 2413 000 309, Bank Name- Punjab National Bank, Vaishali Nagar, Ajmer, Rajasthan - 305001.

It is agreed and declared that the right to operate and make any withdrawals in respect of the abovesaid accounts shall be solely of Shri Jain Shwetambar Shree Sangh. Party no.2 shall have no claim to any of the above accounts in any respect, nor shall they claim any balance or right to operate. Furthermore, amounts paid to party no.1 by party no.2 shall be deposited in Shri Jain Shwetambar Shree Sangh A/c no. 0771 2413 000 307, Bank Name- Punjab National Bank, abovesaid.

- (iv) That party no.2 shall pay a sum of Rs.8,11,00,000/- (Rupees Eight Crores and Eleven Lakhs only) in the following manner: -

- a. A sum of Rs.11,00,000/- (Rupees Eleven Lakhs only) is being paid by party no.2 to the party no.1 upon execution of the present agreement by Cheque no.228699 dated 24.10.2024 drawn on Punjab National Bank.
- b. The balance sum of Rs.8,00,00,000/- (Rupees Eight Crores only) would be paid by the party no.2 to party no.1 at the time of passing of final order by the Hon'ble Supreme Court.
- (v) Upon payment of the total sum of Rs.8,11,00,000/- (Rupees Eight Crores and Eleven Lakhs only) by party no.2 Shri Jain Shwetambar Khartargachh Sangh to party no.1 i.e. Shri Jain Shwetambar Shree Sangh, neither Party shall be left with any dispute or claim hereinafter.
- (vi) That both parties agree that the following cases filed by any of the parties herein are pending between them which they do not seek to contest. They further agree that a joint application would be made to the Hon'ble Supreme Court for quashing/closing these cases in exercise of its powers under Art. 142.

S.No.	In the Court	Case No.	Title
1.	Nyayalaya SDO (Upkhand Adhikari) Ajmer	57/2023	Mandir Margi Panchayat Oswal jariye Shri Jain Shwetambar Shri Sangh Panjikrit Ajmer banaam Ajmer Vikas Pradhikaran evam Anya
2.	Nyayalay SDO (Upkhand Adhikari), Ajmer	43/2006	Shri Jain Shwetambar Shri Sangh banaam Shri Jain Khartargacch Sangh
3.	Rajasthan High Court, Bench at Jaipur	SBCWP 1635/ 2017	Shri Jain Shwetambar Khartargacch Sangh v. Shri Jain Shvetambar Shree Sangh

(vii) That party no.1 and party no.2 have mutually agreed that in case there is any other litigation before any Court or Tribunal or Authority, they shall have withdraw/ close the same in pursuance of the present compromise.

(viii) Parties further agree that the details of all such cases would be given in the common application to be filed before the Hon'ble Supreme Court for taking on record the present compromise/ settlement with a request to incorporate it in the order of the

Hon'ble Court and quash all such proceedings between the parties.

- (ix) That the party no.1 and party no.2 would request the Hon'ble Supreme Court to make the present compromise a part of the record of the Court and to dispose of the SLP (Civil) 24759/2023 in terms of the present compromise.
- (x) That both parties have agreed to withdraw all allegations made by them before any Court or authority against each other and their office bearers and will not use the said allegations in any proceedings whatsoever. On filing of this Compromise agreement, the said allegations will be deemed to have been automatically withdrawn. Party no.2 shall not challenge the registration of the party no.1 trust under the Rajasthan Public Trust Act.
- (xi) Both the parties assure that in relation to the Dadabari Complex, Sambhavnath Bhagwan ka Mandir, Lakhan Kothri, Ajmer, and Rishabhdev Bhagwan ka Mandir, Sundar Vilas, Ajmer, no further litigations/cases/complaints shall be filed against each other or their office bearers by the parties.

(xii) That both the parties hereby confirm and declare that they have voluntarily and of their own free will have arrived at this settlement.

(xiii) That the present compromise deed shall be a solemn undertaking by both parties to the Hon'ble Supreme Court of India for compliance of the terms contained herein.”

5. In view of the terms of settlement between the parties, the balance sum of ₹8,00,00,000/- (Rupees Eight Crores only) was paid by the respondent no.4 *vide* a demand draft bearing no.970398 dated 12.12.2024 drawn on Punjab National Bank in favour of the appellant. Hence, the terms regarding payment of amount have been complied with and the parties have undertaken to comply with the other terms as well.

6. As a result of the settlement the above-mentioned cases i.e. Case No(s).57 of 2023 & Case No(s).43 of 2006 pending before Nyayalaya SDO (Upkhand Adhikari) Ajmer and SBCWP No.1635 of 2017 pending before the Rajasthan High Court, Bench at Jaipur, between the parties shall stand disposed of as settled without any further action by any of the parties.



7. We dispose of the present appeal while modifying the judgment and decree of the Courts below in terms of the settlement arrived at between the parties, which shall form part of the decree.

8. A copy of this order be sent to the Courts concerned for placing the same on record of the files of the pending cases and to consign those to records as settled.

9. Pending application (if any) shall stand disposed of.

.....J.  
(J.K. MAHESHWARI)

.....J.  
(RAJESH BINDAL)

New Delhi  
January 06, 2025.