



IN THE HIGH COURT OF KARNATAKA, AT DHARWAD

DATED THIS THE 15TH DAY OF DECEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE C M JOSHI

REGULAR SECOND APPEAL NO.5262 OF 2009 (SP)

BETWEEN:

PARVATGOUDA
S/O. CHANDANGOUDA PATIL,
AGE: 69 YEARS, OCC. BUSINESS,
R/O. NO.46/B, ASHOK NAGAR,
HUBBALLI-580020.

...APPELLANT

(BY SRI. DINESH M KULKARNI, ADVOCATE)

AND:

PRAKASH
S/O. VENKATESH KUSANUR,
AGE: 55 YEARS, OCC. BUSINESS,
R/O. 46/B, ASHOK NAGAR,
HUBBALLI-580020.

...RESPONDENT

(BY SRI. HANUMANTHAREDDY SAHUKAR, ADVOCATE)

THIS RSA FILED UNDER SECTION 100 OF CPC, PRAYING TO SET
ASIDE THE JUDGMENT AND DECREE DATED 27/02/2009 PASSED IN
R.A.NO.61/2007 BY 1ST DISTRICT AND SESSIONS JUDGE, DHARWAD
SITTING AT HUBBALLI AND CONFIRM THE JUDGMENT AND DECREE
DATED 27/06/2007 PASSED IN O.S.NO.381/2004 BY 1ST ADDL. CIVIL
JUDGE(SR.DN), HUBBALLI AND ETC

THIS APPEAL, COMING ON FOR FINAL HEARING, THIS DAY,
JUDGMENT WAS DELIVERED THEREIN AS UNDER:



ORAL JUDGMENT

(PER: THE HON'BLE MR. JUSTICE C M JOSHI)

The appellant is represented by learned counsel Sri.Dinesh M Kulukarni with a special vakalath and the general power of attorney holder of the appellant, who is none else than his son, is also present before this court.

2. The appellant and the respondent along with their counsels are present before the Court and they are duly identified. The counsel filed compromise petition under Order XXIII Rule 3 of CPC stating that the matter has been settled between them. It is submitted that the order of this Court dated 20.11.2025 also records such settlement, which was reached on that day.

3. It is now submitted that in pursuance to the said the settlement, the compromise petition has been filed whereby the respondent has to pay the sum of ₹2,00,000/- to the appellant.

4. Learned counsel appearing for the respondent hands over the demand draft dated 12.12.2025 bearing No.460918 drawn on Karnataka Bank Ltd., for a sum of ₹2,00,000/- to the



appellant. The parties acknowledge the settlement and the appellant confirms the receipt of the said demand draft.

5. In view of the above, the impugned judgment has to be set aside and the appeal has to be disposed of in terms of the compromise petition.

6. It is also noticed by this Court that by virtue of the compromise, the appellant has given up all his claims in the suit schedule properties seeking specific performance of contract.

7. The learned counsel appearing for the appellant also hands over the original sale deed to the respondent, which is acknowledged by the respondent. Hence the following:

ORDER

(i) The appeal is allowed and the impugned judgment and decree dated 27.02.2009 in R.A.No.61/2007 passed by the I-Additional District and Sessions Judge, Dharwad, Sitting at Hubballi, is set aside.



- (ii) *The appeal is disposed of in terms of the compromise petition filed under Order XXIII Rule 3 of CPC.*
- (iii) *The compromise petition shall be part of the decree.*
- (iv) *In terms of the settlement, the amount in deposit, if any, before the court below is ordered to be refunded to the appellant.*
- (v) *The copy of the decree be sent to the Sub-Registrar Hubballi as prayed under clause 4 of the compromise petition for appropriate action.*
- (vi) *The amount in deposit, before the Trial Court, is ordered to be refunded to the appellant-plaintiff.*

SD/-
(C M JOSHI)
JUDGE