



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF SEPTEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

REGULAR FIRST APPEAL NO. 377 OF 2007 (PAR)

BETWEEN:

1. SRI NAGAPPA
AGED ABOUT 88 YEARS
S/O MUNISWAMAPPA
SINCE DEAD REP BY HIS LR'S
ARE APPELLANT NOS.2 TO 5
ALREADY ON RECORD.
2. SRI PEDDA APPAIAH @ KRISHNAPPA
AGED ABOUT 57 YEARS
S/O SRI NAGAPPA
3. SRI N MUNIYAPPA @ CHIKKA APPAIAH
AGED ABOUT 52 YEARS
S/O SRI NAGAPPA
SINCE DEAD REP BY HIS LR'S
- 3(a) SMT. SIDDAMMA
W/O LATE N MUNIYAPPA
AGED ABOUT 68 YEARS
- 3(b) SRI MUNISWAMY
S/O LATE N MUNIYAPPA
AGED ABOUT 40 YEARS
- 3(c) SRI CHANDRAPPA
S/O LATE N MUNIYAPPA
AGED ABOUT 38 YEARS

Digitally signed by
HEMALATHA A
Location: HIGH
COURT OF
KARNATAKA



- 3(d) SRI ASHOK
S/O LATE N MUNIYAPPA
AGED ABOUT 35 YEARS
4. SRI MARIGADU @ VENKATARAMANAPPA
AGED ABOUT 47 YEARS
S/O SRI NAGAPPA.
5. SRI BOMMANNA @ RAJAPPA
AGED ABOUT 44 YEARS
S/O SRI NAGAPPA
ALL ARE R/AT MADAPPANAHALLI VILLAGE
SARJAPURA HOBLI ANEKAL TALUK
BANGALORE DISTRICT.

...APPELLANTS

(BY SRI. SUBRAMANYA H V., ADVOCATE)

AND:

1. MOTAPPA
S/O PAPAIAH
SINCE DECEASED BY LR'S
- 1(a) SMT NAGAMMA
W/O LATE MOTAPPA
SINCE DEAD DELETED
R1(B to E) are LR'S OF
R1(a) V/O DATED: 17.11.2015.
- 1(b) GUNDAPPA
S/O LATE MOTAPPA
AGED ABOUT 57 YEARS
R/AT NO: 1993, 9TH CROSS
JAYANTHANAGARA, MYSORE-570009.
- 1(c) MUNIRAJU
S/O MOTAPPA
SINCE DEAD BY HIS LR'S



1(c)(i) SMT. SHASHIKALA
W/O LATE MUNIRAJU
AGED ABOUT 41 YEARS

1(c)(ii) SRI MOUNISH
S/O LATE MUNIRAJU
AGED ABOUT 23 YEARS

1(c)(iii) SRI VENUGOPAL
S/O LATE MUNIRAJU
AGED ABOUT 17 YEARS

BEING MINOR REPRESENTED BY
RESPONDENT NO.1(c)(i) SMT. SHASHIKALA
WHO IS THE MOTHER AND NATURAL
GUARDIAN.

R1(c)(i) TO 1(c)(iii) ARE
R/A NO.98/79 GOSHAL MAIN ROAD
MOTAPPA BUILDING
GARUDACHARAPALYA
MAHADEVAURA POST
BENGALURU-560048.

PRESENTLY RESIDING AT
SHASHIKALA BUILDING
SOMASUNDARAPALYA CIRCLE
5TH CROSS DEAD-END
OPP. SHEEKANDAM APARTMENT
HSR LAYOUT, BANGALORE-560102.

1(d) SMT. AKKAYAMMA
W/O JAYARAM
D/O MOTAPPA
AGED ABOUT 57 YEARS
R/AT NO.470, 16TH CROSS
2ND MAIN ROAD
SHANIMAHATHMA TEMPLE
MAHADEVAPURA, BENGALURU-560048.



1(e) SMT. MANJULA
D/O OF MOTAPPA
W/O SRI MUNINANAPPA N
AGED ABOUT 44 YEARS
R/AT 189, MEENUKUNTE HOSUR
DODDAJALA, BENGALURU-562157.

1(f) SMT ANUSUYA
D/O LATE MOTAPPA
W/O SRI VENKATESH K M
AGED ABOUT 48 YEARS
R/AT GARUDACHAR PALYA
MAHADEVPURA POST
BENGALURU EAST TALUK.

PRESENTLY RESIDING AT KANAKA LAYOUT
11TH MAIN, 4TH CROSS, NEAR MANU MUSIC
GARUDACHARPALYA, MAHADEVAPURA POST
BENGALURU-560048.

2. SMT. MUNIYAMMA
W/O LATE HANUMANTHAPPA
AGED ABOUT 77 YEARS
R/AT KAVADENAHALLI VILLAGE
K R PURAM HOBLI
BENGALURU EAST TALUK

3. SRI NAGARAJU
AGED ABOUT 42 YEARS
S/O LATE HANUMANTHAPPA
SINCE DEAD BY LR'S

3(a) SMT NARAYANAMMA
W/O LATE NAGARAJU
AGED ABOUT 54 YEARS

3(b) SRI ANANDA KUMAR N
S/O LATE NAGARAJU
AGED ABOUT 38 YEARS



3(c) SRI SHIVA N
S/O NAGARAJU
AGED ABOUT 37 YEARS

3(d) SRI RAGHU N
S/O LATE NAGARAJU
AGED ABOUT 32 YEARS

R(3)(a) TO 3(d) ARE R/AT
KAVALDENAHALLI VILLAGE
K.R.PURAM HOBLI BANGALORE EAST TQ.

4. SRI MADAPPA K.M.
S/O LATE HANUMANTHAPPA
AGED ABOUT 66 YEARS

5. SRI CHIKKAMADAPPA
S/O LATE HANUMANTHAPPA
AGED ABOUT 38 YEARS
R4 AND R5 ARE R/AT KAVADENAHALLI
VILLAGE, K.R.PURAM HOBLI,
BANGALORE EAST TALUK.

...RESPONDENTS

(BY SMT. TRIVENI P C., ADVOCATE FOR R1(b, d TO f)
SRI. VINAY KUMAR N, ADVOCATE FOR R1(c) (I TO iii)
SRI. PRAKASH T HEBBAR, ADVCOATE FOR R2, R3(a-d)
R4 & R5.)

THIS RFA IS FILED U/S. 96 OF CPC AGAINST THE
JUDGEMENT AND DECREE DATED:17.11.2006 PASSED IN OS.
NO.2092/2006 (OLD NO.559/1994) ON THE FILE OF THE CIVIL
JUDGE (SR.DN.) AND JMFC., ANEKAL, PARTLY DECREERING THE
SUIT FOR PARTITION.

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

CORAM: HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD



ORAL JUDGMENT

This appeal is filed by defendant Nos. 1 to 3 under Section 96 of CPC, challenging judgment and decree dated 17.11.2006 passed by Civil Judge, (Sr.Dn.) and JMFC, Anekal in O.S.No.2092/2006, whereby the suit has been decreed.

2. The Plaintiffs filed a suit for partition and separate possession. After hearing the parties, the trial Court has decreed the suit on 17.11.2006. Being aggrieved by the same, defendant Nos. 1 to 3 have filed this appeal under Section 96 of CPC.

3. After service of notice to the respondents in the appeal, the respondents appeared through counsel. Now, the parties have settled the matter and they have filed a compromise petition under Order 23 Rule 3 of CPC. The compromise petition is signed by the parties. The parties are present before the Court. They and their signatures are identified by their respective learned advocates. They state that they have entered into the



settlement out of their volition and without any duress from anybody and they have settled the matter in terms of the compromise petition. The compromise petition is extracted below:

The appellants and respondents most respectfully submit as under:

1. The deceased Respondent No.1 has filed the civil suit against the Appellants and others seeking partition and separate possession in respect of the suit schedule properties in O.S.No.2092/2006 (Old No.559/1994) on the file of the Civil Judge, Senior Division (JMFC), Anekal. The Appellants herein have filed the above appeal challenging the judgment and decree dated 17.11.2006 passed in the said suit under which judgment, the Respondents 1 (a) to 1(e)/Plaintiffs 1(a) to 1(e) are granted with 1/3rd share in the schedule Items 1 to 6 and the suit is dismissed with respect to Items 7 and 8 of the schedule properties against which no appeal is filed. In the said judgment no share is given to Defendants 6 to 9/Respondents 2 to 5. However to stall the long standing dispute in respect of suit schedule properties, on the intervention of elders and well wishers, the Appellants have agreed to pay a sum of Rs.85.00 lakhs to the Respondents 4 and 5



and L.Rs of Respondent No.3, each having different sum of amount as per their shares and the same is accepted by the above Respondents. Further in respect of respondent no.2, the respondents 3 to 5 would amicably settle her claim and the same is agreed by Respondent no.2.

2. The Appellants and Respondents in view of the effective conciliation made by the elders, close friends and relatives on both sides, have conciliated/decided to get an end to the above long standing litigation, by way of compromise on the following terms and conditions.

(a) The properties enumerated in A schedule hereunder is jointly allotted to the share of the Appellants. The Appellants 2 A to 5 are the legal heirs of Appellant No.1 who is dead.

(b) Property described in B schedule is jointly allotted to the share of Respondents 1(b), 1(c) since dead represented by 1(c) (i) to (iii), 1(d), 1(e) & 1(f). The land bearing Sy. No.6 measuring 2 acres (Out of 7 acres 21 guntas), situated at Madappanahalli village, SarjapuraHobli, AnekalTaluk i.e., 'B' schedule property (shown in the schedule) allotted to the shares of legal heirs of Late Motappa i.e., 0-16 guntas of land, which is shown as C Schedule property, allotted to 1(b)-Gundappa,



and C schedule is jointly allotted 0-16guntas of land jointly allotted to the shares of 1(c)(i) to (iii) viz., Shashikala, Mounish, Venugopal and 0-16 guntas of land each allotted to the share of 1(d) Smt. Akkayamma, 1(e)Smt. Manjula& 1(f) Smt. Anusuya as per the boundaries mentioned in the rough sketch, that means to say that 1 acre 24 guntashas been abutting to Defendant No.1(b)-Gundappa, 1(d) Smt. Akkayamma, 1(e)-Smt. Manjula and 1(f) Smt. Anusuya which are Allotted to each other as per boundaries and 0-16 guntas of land allotted to Respondent No.1(c)(i) to (iii).

(c) It is further agreed between the parties that the Respondents 5 and L.Rs of 3rd Respondent have agreed to take 1 (one) acre of land jointly in the land bearing Sy.No.6 of Madappanahalli village, Sarjapura Hobli, Anekal Taluk. The Respondents 3(b) to (d) have already been paid Rs.15.00 lakhs i.e., Rs.5.00 lakhs each by way of cheques and they are hereby acknowledges the receipt of the said amount. The 4th respondent has agreed to receive amount in lieu of his share in the suit schedule properties, the Appellants have agreed to pay Rs.68,40,000/- to the 4th Respondent and out of the same, the



Appellants have already paid Rs.35.00 lakhs by way of cheque and the balance amount of Rs.33,40,000/- paid on this day by way of cheque and the 4th Respondent hereby acknowledges the receipt of the said amount. The Appellants are paying Rs.1,60,000/- to 5th Respondents on this day by way of cheque and the 5th Respondent is hereby acknowledges the receipt of the said amount. Thereby, the Respondents 2, 4 & 5 and L.Rs of 3rd Respondent have relinquished their right in respect of the schedule property:

The Appellants have agreed to pay a sum of Rs. 85,00,000/-(Eighty Five Lakhs only) to the Respondents 2, 4&5 and L.Rs of 3rd Respondent, as follows:

The Appellants have already paid a sum of Rs.50,00,000/-(Rupees Fifty lakhs) on various dates i.e., Rs.5.00 lakhs each to the Respondents 3(b) to (d), Rs.35.00 lakhs to Respondent No.4 which are as follows and the Respondents 3(b) to (d), 4 are hereby acknowledges the receipt of the said amount and the details of the cheques are as follows:

(i) Rs.5.00 lakhs in favour of 3(b): Sri Ananda by way of cheque bearing No.000007 dated



21.4.2025 drawn on Bank of Baroda, Mugalur Branch, Anekal.

(ii) Rs.5.00 lakhs in favour of 3(c): Sri Shiva.N by way of cheque bearing No.000008 dated 21.4.2025 drawn on Bank of Baroda, Mugalur Branch, Anekal.

(iii) Rs.5.00 lakhs in favour of 3(d): Sri Raghu.N by way of cheque bearing No.004703 dated 24.4.2025 drawn on Bank of Baroda, Mugalur Branch, Anekal.

(iv) Rs.10.00 lakhs in favour of Respondent No.4: Sri Madappa by way of cheque bearing No.000014 dated 21.4.2025 drawn on Bank of Baroda, Neriga Branch, Anekal.

(v) Rs.5.00 lakhs in favour of Respondent No.4: Sri Madappa by way of cheque bearing No.000010 dated 24.4.2025 drawn on Bank of Baroda, Mugalur Branch, Anekal.

vi) Rs.20.00 lakhs in favour of Respondent No.4: Sri Madappa by way of cheque bearing No.000016 dated 27.6.2025 drawn on Bank of Baroda, Mugalur Branch, Anekal.

The Appellants on this day are paying the balance agreed amount of Rs.33,40,000/- (Rupees Thirty-Three Lakhs Forty Thousand only) to the Respondent No.4 by way of cheque bearing No.000017 dated 23.9.2025



drawn on Bank of Baroda, Mugalur Branch, Anekal.

The 4th defendant Shri. Madappa K. H. has received from the Appellants the sum of Rs.45,00,000/- (Rupees Forty-Five Lakhs only) in lieu of his share under this compromise exclusively which is equivalent to the extent of 20 (twenty) guntas of land in Sy. No.6 of Madappanahally, Sarjapura Hobli, Anekal Taluk. Consequently 4th defendant has absolutely no right, title or interest or share in one acre of land in Sy. No.6 of Madappanahally, Sarjapura Hobli, Anekal Taluk whatsoever. Second Respondent Muniyamma is under the care and maintenance of Defendants 3(a) to 3(d), Defendants 4 & 5 collectively. In consideration of the same she has relinquished her interest in the said extent of one acre in favour of Defendants 3(a) to 3(d) and Defendants 4 & 5 herein.

The Appellants on this day are paying the balance agreed amount of Rs.1,60,000/- (Rupees one Lakh Sixty Thousand only) to the Respondent No.5 by way of cheque bearing No.000014 dated 23.9.2025 drawn on Bank of Baroda, Mugalur Branch, Anekal.



(d) The parties to whom the properties have been allotted to their respective shares have taken exclusive possession of the property allotted to their respective shares as above.

Both sides have expressed their No Objection to the transfer of Khatha and entries in the RTC in their names as per the allotment of shares made in this compromise.

(e) The parties do hereby agree with each other that they will not claim any manner of right, title, interest or possession of any kind over the property/properties allotted to the other parties under the terms of this compromise.

(1) The parties do hereby agree with each other that they will not cause any objections or impediments for the other parties to obtain katha, revenue entries etc., with respect to the properties allotted to their respective shares under the terms of this compromise.

(g) The parties do agree with each other that on and from today each of the parties are the owners in possession of the property/properties allotted to their respective shares under the terms of this compromise.



(h) The parties do hereby state and declare that they have entered into this compromise because of the intervention of the well wishers on either side and also having regard to the fact that a protracted litigation is not in the interest of any of the parties and parties do hereby further state that there is no element of fraud, mistake, misrepresentation, coercion, undue influence, etc., in the matter of filing this compromise petition.

(j) The Respondents 2, 4, 5 and L.Rs of 3rd Respondent do hereby concede that as they have received the amount from the Appellants to the tune of Rs.85,00,000/- (Eighty-five lakhsonly), theyor their legal heirs will not claim any right, title, interest or possession of any kind over the schedule properties or any other properties of the Appellants in future

(k) It is agreed between the parties that if the parties want to sell the properties, they should first offer to sell to the Appellants.

(l) The Respondents 1(b) 1(c)(i) to (iii), 1(d) 1(e) and 1(f) are hereby agree and concede that they have received their respective shares to the extent of 2 acres in the land bearing



Sy.No.6 of Madappanahallivillage and except that extent of land, they have agreed that they will not make any claim over the schedule properties or any other properties of the Appellants in future.

(m) It is further agreed and concedes between the parties that the Appellants are retaining the remaining extent of 4 acres 21 guntas of land including the road portion in the land bearing Sy.No.6.

A sketch showing the portions allotted to the parties are as follows:

Portion of the property allotted to Respondents 1(b) 1(d), 1(e) and 1(f) jointly is denoted by the letters ABCDEI J

Portion of the property allotted to the shares of Respondent No.1(c) (i) to (iii) is marked as EFG H.

Portion of the land bearing Sy.No.6 measuring 1-00 acre out of 7 acres 21 guntas (As per the sketch G, H, I, J, K, L, M, N)

Portion of the property allotted to the Appellants jointly shown in letters KLMNOPQRSTU. The sketch is annexed to this



compromise petition. The said sketch may also be made part of the final decree.

(m) In Sy.No.6 of Madappanahalli village portions of which are allotted to all the two branches as stated above, a road runs from East to West which is denoted by letters DER AND S. The Parties of two branches do hereby agree with each other that they will keep the said road in tact all the time to come.

A- SCHEDULE JOINTLY ALLOTTED TO THE APPELLANTS 2 TO 5

1. Property bearing Kaneshmari No.10, 32, 39 and 38, situated at Madappanahalli village, SarjapuraHobli, AnekalTaluk, Bangalore District and bounded on:

*East by : SarvajaniKaraBeedhi (Road)
West by : Lakkappa's vacant property
North by : Hanumanthappa's house
and vacant land
South by : Lakshmikantha's house
VenkatagiriYappa's sons
houses and house
of Siddappa.*

2. Land bearing Sy.No.1/1 of Madappanahalli village measuring 0.7 & ½ guntas out of 1 acre 15 guntas and bounded on:

East by : Chinnappa's house



West by : Road
North by : Nandishwara temple
(Basavanna temple)
South by : Devarahalli Muniyappa's
vacant land in
same survey number.

3. Land bearing Sy.No.6 of Madappanahalli village measuring 4 acres 21 guntas (out of 7 acres 21 guntas) with road running in the middle which is shown in the sketch and bounded on:

East by : (Sy.No.5 and 10) Pylman
Muniyappa, Venkatappa,
Munikrishnappa, Dodda
Munivenkatappa,S/oPapaiah
properties.
West by : Land bearing Sy.No.2
North by : Land bearing Sy.No.3,
South by : Land bearing Sy.No.7

4. Land bearing Sy.No.8 measuring 2 acres out of 2 acres 18 guntas and bounded on:

East by : land belonging to Devarahalli
Muniyappa and
Chikkathimmarayappa's sons
properties, Pillappa's
property, Ramaiah, S/o
West by : Kenchappa's property.
Chikkamunivenkatappa's
property,
North by : Sy.No.6,
South by : Road.



5. Land bearing Sy.No.16 measuring 1 acre 9 guntas out of 4 acres 9 guntas and bounded on:

East by : Lakshminarayana property in the very same sy.no
West by : Sy.No.18,
North by : Sy.No.17,
South by : Kooguryelle (kharabkaluve).

6. Land bearing Sy.No.17 measuring 2 acres out of 5 acres 30 guntas and bounded on:

East by : Venkatappa's Jayashankarappa's and Chikkathimmarayppa's sons in the very same sy.no.,
West by : Sy.No.18 cultivated by Venkatappa,
North by : Partition land belonging to Papaiah and ChikkaMunivenkatappa,
South by : Ramareddy's sons properties and Sy.No.16.

7. Ahval Thakte farm including Khaneshmari numbers and survey number (K.Nos. 10, 32, 39 and 38, Sy.Nos.6, 8, 17, 1, 109 and 16) and bounded on:

East by : Road,
West by : Venkatappa's house,
North by : Muniyappa's house,
South by : Nanjappa's house.



*8. Land bearing bounded on: Sy.No.109/2
measuring 1 acre 2 guntas and*

*East by : A river flows
DakshinaPinakini
West by : Road
North by : Land cultivated by Srinivasappa's
son-in-lawVenkateshappa
and land belonging to
Udathiga @ Muniswamappa.
South by : Sy.No.109/3 belonging to
Subba Reddy And
ChinnaAbbaiah's sons lands.*

*Items 1 to 8 are situated at Madappanahalli
village, SarjapuraHobli, AnekalTaluk, Bangalore
Dist.*

'B' SCHEDULE PROPERTY

*Allotted to the shares of Respondents No.1(b)-
Gundappa, 1(d)-Smt. Akkayamma, 1(e)-Smt.
Manjula and 1(f)- Smt. Anusuya: (0-16 guntas
each)*

*Portion of the land bearing Sy.No.6 of
Madappanahallivillage measuring 1 acre 24
guntas out of 2 acres and bounded on:*

*East by : Remaining land of Sy.No.6
West by : Land bearing Sy.No.2,
North by : Land bearing Sy. No.3,
South by : 10 feet Road and property
allotted to Shashikala and*



others.

'C' SCHEDULE PROPERTY

***JOINTLY ALLOTTED TO THE SHARES OF
RESPONDENTS NO.1(C)(I)- SMT.
SHASHIKALA, 1(C)(II)- SRI MOUNISH,
1(C)(III)-VENUGOPAL***

*Land bearing Sy.No.6 measuring 0-16
guntas(out of 7 Acres 21 guntas) situated at
Madappanahalli village, Sarjapura Hobli, Anekal
Taluk, Bangalore District and is bounded on:*

*East by : Remaining land of
Sy.No.6 Schedule 'A' of
this compromise petition.
West by : Land bearing Sy.No.2/2
North by : 10 feet road leading to the
Land of gundappa and then
others & land allotted to the
share of gundappa & others on
eastern side.
South by : Land bearing Sy, No.7 (7/1) on
eastern side.*

SCHEDULE "D" PROPERTY

*Allotted to the shares of Respondents 5 and
L.Rs of 3rd Respondent:*

*Portion of the land bearing Sy.No.6
measuring 1-00 acre out of 7 acres 21*



guntas(As per the sketch G, H, I, J, K, L, M, N) and bounded on:

*East by : Remaining land of Sy.No.6
allotted to the Appellants
West by : Remaining land of Sy.No.6
allotted to the share of L.Rs
of Respondent No. 1
North by : Land bearing Sy.No.3
South by : Land bearing Sy.No.7.*

WHEREFORE, the Appellants and Respondents above named most humbly and respectfully pray that this Hon'ble Court be pleased to modify the judgment & decree passed in O.S.No.2092/2006 (Old No.559/1994) on the file of the I learned Senior Civil Judge & JMFC, at Anekal, and pass and pass the judgment and decree in terms of this compromise petition, in the ends of justice and equity."

3. This Court, after satisfying with the terms of the compromise petition, passed the following order:

- a) The appeal is disposed of in terms of the compromise petition.



- b) The compromise petition filed under Order XXIII Rule 3 of CPC is ordered to be treated as part and parcel of this order.
- c) The Registry is directed to draw the decree in terms of the compromise petition.
- d) In view of disposal of the appeal, all pending applications stand disposed of.

Sd/-
(H.T. NARENDRA PRASAD)
JUDGE

CM
List No.: 1 SI No.: 28