



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF DECEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE V SRISHANANDA

REGULAR FIRST APPEAL NO. 977 OF 2015 (DEC/INJ)

BETWEEN:

1. SRI VENKATARAMAIAH
S/o. LATE JAVAREGOWDA
SINCE DEAD BY LR'S
- 1(a) SMT. VENKATALAKSHMI
W/O. LATE VENKATARAMAIAH
AGED ABOUT 55 YEARS
R/AT 2473, 7TH MAIN ROAD
7TH B CROSS, CHINMAYA MANSION
ROAD, RPC LAYOUT,
VIJAYANAGAR,
BANGALORE-560 104.
- 1(b) SMT. ASHAKUMARI.V
D/O. LATE SRI. VENKATARAMAIAH
AGED ABOUT 36 YEARS
R/AT 55, 7TH C MAIN ROAD
2ND CROSS, HAMPI NAGAR
BENGALURU-560 040.
- 1(c) SRI. PRADEEP KUMAR.V
S/O. LATE SRI. VENKATARAMAIAH
AGED ABOUT 34 YEARS
- 1(d) SRI. VINOD.V
S/O. LATE SRI. VENKATARAMAIAH
AGED ABOUT 31 YEARS

RESPONDENT NO.1(c) AND 1(d) ARE
RESIDING IN NO.2473
7TH MAIN ROAD, 7TH B CROSS

Digitally
signed by
MALATESH
K C
Location:
HIGH
COURT OF
KARNATAKA



CHINMAYA MANSION ROAD
RPC LAYOUT, VIJAYANAGAR,
BENGALURU-560 104.

...APPELLANTS

(BY SRI. NAGAIHAH.,ADVOCATE)

AND:

1. SRI M. MANJUNATH
S/O MUTHURAYAPPA,
AGED ABOUT 45 YEARS,
RESIDING AT NO.2,
3RD CROSS, HOSAHALLI,
VIJAYANAGAR,
BANGALORE 560040
2. SRI CHANDRAPPA
SINCE DEAD BY LRS,
- 2(a) SMT JAYAMMA,
W/O LATE CHANDRAPPA,
AGED ABOUT 60 YEARS,
RESIDING AT NO.241,
2ND MAIN, RAMACHANDRAPURAM,
BANGALORE 560021
- 2(b) SRI N C RAMESHA
S/O LATE CHANDRAPPA,
AGED ABOUT 37 YEARS,
RESIDING AT NO.241,
2ND MAIN, RAMACHANDRAPURAM,
BANGALORE 560021
3. SRI B N SRINIVASA
S/O LATE NEELAIHAH,
AGED ABOUT 52 YEARS,
RESIDING AT NO.156,
7TH B CROSS, SANEGURUVANAHALLI,



BASAVESHWARANAGAR
BANGALORE 560079

...RESPONDENTS

(BY SRI. B.S. SHREENIVAS,ADVOCATE
FOR SRI. B.L. SANJEEV, FOR R1;
SRI. R KRISHNA REDDY FOR R2 (A & B)
RESPONDENT NOS. 2 AND 3 ARE DELETED
VIDE ORDER DATED 19.12.2025.)

THIS RFA IS FILED UNDER SEC.96 OF CPC., AGAINST
THE JUDGMENT AND DECREE DATED 07.04.2015 PASSED IN
OS.NO.2931/2010 ON THE FILE OF THE XVII ADDITIONAL CITY
CIVIL AND SESSION JUDGE, BENGALURU, (C.C.H.16), PARTLY
DECREEING THE SUIT FOR DECLARATION.

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

CORAM: HON'BLE MR. JUSTICE V SRISHANANDA

ORAL JUDGMENT

Parties present with their respective counsels except
respondent Nos.2 and 3.

2. A memo is filed seeking dismissal of suit against
respondent Nos.2 and 3. As such, they are deleted from
the appeal.

3. They presented the compromise petition under
order XXIII Rule 3 of Code of Civil Procedure signed by the
parties and their respective counsels.



4. Contents of the compromise petition is read over to the parties and parties agree that the contents of the compromise petition depicts true terms of settlement and there is no force, undue influence or coercion in reaching compromise terms. Contents of compromise petition reads as under:

"The Appellants and the respondents submit as follows:

1. The original Appellant Sri. Venkataramaiah, has filed suit against the respondents for the relief of declaration and possession in respect of Western 1/2 portion of site No.26, measuring East to West 15 feet and North to South 40 feet the 'B' schedule Property in OS No.2931/2010 on the file of XXVII Additional City Civil and Sessions Judge at Bengaluru.

2. After contest by the Respondents, the Hon'ble City Civil Court, Bengaluru has opined that 'the Court has to accept that the 1st Defendant is the bonafide purchaser of the property for valid consideration, the site No.26, measuring East to West 30 feet and North to South 40 feet which include 'B' schedule property belonged to the ownership of the original Appellant'. The Trial Court further opined that the Appellant has proved that he is the owner of 'A' schedule property and he has also proved that the very sale Deed executed by the 2nd Defendant in favour of 1st Defendant on 08.09.2003 in respect of Site No.26



including 'B' schedule property is illegal. Therefore, the Court has to accept that the 1st Defendant is the bonafide purchaser of the property for valid consideration and the 1st Defendant is in settled possession by constructing the building, hence the Plaintiff is not entitled for demolition of the building because the 1st Defendant will be put to irreparable loss than the Plaintiff and passed the impugned judgment and decree, decreeing the suit partly, directing the Defendants No.1 and 2 jointly and severally liable to pay the market value of the 'B' schedule Property, the site No.26, measuring East to West 15 feet and North to South 40 feet, as shown in the plaint, hand sketch by letter B,C,E,F as on the date of institution of the suit, i.e. on 23.04.2010. The further relief of the Plaintiff for cancellation of the Sale Deed of the Defendant No.1 in respect of 'B' schedule property, the relief of mandatory injunction and damages are rejected.

3. The original Plaintiff being aggrieved has preferred this appeal questioning the legality of the impugned judgment. The 1st Defendant has also challenged the impugned judgment by filing appeal before this Hon'ble Court vide RFA No.969/2015 which Appeals are pending for adjudication.

4. The original Plaintiff/Appellant died and his LRs were brought on record. During pendency of the said Appeals before this Hon'ble Court, the LRs of Appellant and Respondent No.1, at the instance of elders, well wishers and common friends have settled the



dispute outside the Court on the following terms and conditions:

- a. The Respondent No.1 has paid Rs.6,00,000/- (Rupees Six lakhs) to the LRs of Appellant through 4 (Four) Cheques as under:*
 - i. Cheque bearing No.100003 dt.11.12.2025 drawn in the name of Smt. Venkatalakshmi.B.N., the Appellant No.1(a) drawn on Janatha Seva Co-operative Bank Limited, Vijayanagar Branch, Bengaluru for Rs.1,50,000/- (Rupees One Lakh Fifty thousand);*
 - ii. Cheque bearing No.100001 dt.11.12.2025 drawn in the name of Smt. Ashakumari V., the Appellant No.1(b) drawn on Janatha Seva Co-operative Bank Limited, Vijayanagar Branch, Bengaluru for Rs.1,50,000/- (Rupees One Lakh Fifty thousand);*
 - iii. Cheque bearing No.100004 dt.11.12.2025 drawn in the name of Sri Pradeep Kumar.V., the Appellant No.1(c) drawn on Janatha Seva Co-operative Bank Limited, Vijayanagar Branch, Bengaluru for Rs.1,50,000/- (Rupees One Lakh Fifty thousand);*
 - iv. Cheque bearing No.100002 dt.11.12.2025 drawn in the name of Sri.Vinod, the Appellant No.1(d) drawn on Janatha Seva Co-operative Bank Limited, Vijayanagar Branch, Bengaluru for Rs.1,50,000/- (Rupees One Lakh Fifty thousand);*

The Appellants have acknowledged the receipt of the above said Cheque amounts towards the



price of the 'B' schedule Property as on the date of the suit dt.23.04.2010 as decreed by the Trial Court.

- b. The Appellants No.1(a) to 1(d) have no objection to restrict their claim only to the extent of East to West 45 feet and North to South 40 feet, i.e. the full measurement of site No.27, measuring East to West 30 feet, North to South 40 feet and Eastern 1/2 portion of site No.28, measuring East to West 15 feet and North to South 40 feet. The Appellants No.1(a) to 1(d) have no claim, right, title and interest in site No.26 including 'B' schedule Property in the suit in OS No.2931/2010 which is purchased, owned and constructed the building by the Respondent No.1. The Appellant No.1(a) to 1(d) have concedes the bonafide ownership and possession of Respondent No.1 in respect of site No.26 having purchased through the Registered Sale Deed dt.08.09.2003 which includes 'B' Schedule Property of the suit and have no objection to continue the ownership of Respondent No.1 in respect of site No.26 including 'B' Schedule Property of the Respondent No.1 acquired through the Registered Sale Deed dt.08.09.2003 vide Exhibit-D4.*
- c. The Respondent No.1 concedes the ownership, possession of site No.27 and 1/2 portion of site No.28 and the Respondent No.1 has no objection for rectification of their Sale Deed for site No.27 and 28 before the jurisdictional Sub-Registrar's office by producing the decree of this Hon'ble Court.*



- d. The Appellant and Respondents have no objection with each other, the recognition of Respondent No.1's right in respect of site No.26, measuring East to West 30 feet and North to South 40 feet which he has purchased through the Registered Sale Deed dt. 08.09.2003 and the Respondent No.1 concedes the ownership and possession of Appellants No.1(a) to 1(d) in respect of site measuring East to West 45 feet and North to South 30 feet, i.e. the site No.27 and 1/2 portion of site No.28, both of them have agreed with each other that they will not interfere with each other's possession and enjoyment of their respective property.*
- e. The Respondent No.1 has no objection for the Appellants No.1(a) to 1(d) to take Rectification Deed for their Sale Deed from the Sub-Registrar's office on production of decree passed by this Hon'ble Court.*
- f. The Appellants No.1(a) to 1(d) and Respondent No1 have no objection with each other that they have to enjoy their respective properties by exercising their absolute right, title and interest for their properties as stated supra.*
- g. The Respondent No.2 and 3 have no right, title and interest in the property owned by the Appellants No.1(a) to 1(d), i.e. site No.27 and 1/2 in Site No.28 and the property owned and possessed by Respondent No.1, i.e. the site No.26.*
- h. The Respondent No.1 is filing a memo for dismissal of the Appeal preferred by him vide*



RFA No.969/2015 in view of this Compromise Petition entered into between them and the Appellants No.1(a) to 1(d) have no objection for dismissal of this Appeal in RFA No.969/2015 filed by Respondent No.1 herein.

- v. *This Compromise Petition entered into between the Appellants No.1(a) to 1(d) and Respondent No.1 on their free will and volition without there being any threat, coercion, undue influence whatsoever from any quarter.*

Wherefore, the Appellant No.1(a) to 1(d) and Respondent No.1 pray that this Hon'ble Court may be pleased to decree the appeal modifying the judgment and decree passed by the Court below:

- a) *Declare that the Respondent No.1 is the absolute owner of site No.26, measuring East to West 30 feet and North to South 40 feet which includes 'B' Schedule Property in OS.No.2931/2010;*
- b) *Declare that the Appellants No.1(a) to 1(d) are the owners for the site No.27 and 1/2 in Site No.28 measuring East to West 45 feet and North to South 40 feet and*
- c) *Direct the jurisdictional Sub-Registrar to rectify the Appellants Sale Deed for the said measurements, in the interest of justice and equity".*

5. As per the joint memo, respondent No.1 has paid a sum of Rs.6,00,000/- (Rupees Six lakhs only) to the



legal representatives of appellant through four cheques which has been acknowledged by the legal representatives of appellant.

6. In view of the fact that the parties have settled the dispute voluntarily, there is no impediment for this Court to accept the compromise petition and dispose of the appeal in terms of the said compromise petition.

7. Hence, the following:

ORDER

- i. Appeal in RFA No.977/2015 stands ***disposed of*** in terms of the compromise petition.
- ii. Office is directed to pass modified decree in terms of the compromise petition appending a copy of compromise petition as part of the decree.

**Sd/-
(V SRISHANANDA)
JUDGE**