



IN THE HIGH COURT OF KARNATAKA, AT DHARWAD

DATED THIS THE 12TH DAY OF FEBRUARY 2026

PRESENT

THE HON'BLE MR. JUSTICE MOHAMMAD NAWAZ

AND

THE HON'BLE MRS JUSTICE GEETHA K.B.

REGULAR FIRST APPEAL NO. 100021 OF 2016 (PAR/POS)

BETWEEN:

MOHAMMADHANIF
S/O. MOHAMMADHUSSAIN MELMURI,
AGE: 47 YEARS, OCC: BUSINESS,
R/O: ARAVIND NAGAR, HUBBALLI,
DIST: DHARWAD.

...APPELLANT

(BY SRI. RAVI S. BALIKAI, ADVOCATE)

AND:

1. GOUSIYABEGUM
W/O. DAVALSAB BUDHIHAL,
PRIOR TO MARRIAGE KNOWN AS
GOUSIYABEGUM
D/O. NAJIRSAB BANKAPURI,
AGE: 33 YEARS,
R/O: 468/8, CEMENT CHAWL,
GADAG ROAD, HUBBALLI,
DIST: DHARWAD.
2. NOORULLAKHAN
S/O. HASANKHAN JAHAGIRDAR,
AGE: 50 YEARS, OCC: BUSINESS,
R/O. 468, FATESHA NAGAR,
ARVIND NAGAR ROAD, OLD LHUBBALLI,
HUBBALLI, DIST: DHARWAD.

SINCE DECEASED BY HIS LR'S.



CAUSE TITLE AMENDED V/O.
DATED 12.01.2026 PASSED ON
I.AS. NO.7/21 TO 9/21

- 2(A) SHEHNAAZBEGUM
W/O. NOORULLAKHAN JAHAGIRDAR,
AGE: 52 YEARS, OCC: HOUSEHOLDWORK,
R/O. MILAN COLONY, GUDIHAL ROAD,
ANAND NAGAR, OLD HUBLI,
HUBLI, DIST: DHARWAD.
- 2(B) AARIFKHAN
S/O. NOORULLAKHAN JAHAGIRDAR,
AGE: 31 YEARS, OCC: BUSINESS,
R/O. MILAN COLONY, GUDIHAL ROAD,
ANAND NAGAR, OLD HUBLI,
HUBLI, DIST: DHARWAD.
- 2(C) FARZANAKHAN
W/O. MOHAMMEDGOUSE DULEWALE,
AGE: 29 YEARS, OCC: HOUSEHOLD WORK,
R/O. MILAN COLONY, GUDIHAL ROAD,
ANAND NAGAR, OLD HUBLI,
HUBLI, DIST: DHARWAD.
- 2(D) RIZWANA
W/O. MOHAMMEDALI BETGERI,
AGE: 26 YEARS, OCC: HOUSEHOLD WORK,
R/O. MILAN COLONY, GUDIHAL ROAD,
ANAND NAGAR, OLD HUBLI,
HUBLI, DIST: DHARWAD.
3. DADAHAYATKHAN
S/O. ABDULRAUFKHAN JAHAGIRDAR,
SINCE DECEASED BY HIS LR'S.,
- 3(A) AMANULLAKHAN
S/O. DADAHAYATKHAN JAHAGIRDAR,
AGE: 60 YEARS, OCC: ELECTRICIAN,
R/O. GANGAVATI.



- 3(B) ZAFARULLAKHAN
S/O. DADAHAYATKHAN JAHAGIRDAR,
AGE: 55 YEARS, OCC: ELECTRICIAN,
R/O: GANGAVATI.
- 3(C) HABIBUALLAKHAN
S/O. DADAHAYATKHAN JAHAGIRDAR,
SINCE DECEASED NO LR'S.
- 3(D) HASANKHAN
S/O. DADAHAYATKHAN JAHAGIRDAR,
AGE: 50 YEARS, OCC: METAL WORKS,
R/O: HEGGERI ONI, CIT PLOT,
OPP: AMBEDKAR GROUND,
OLD HUBBALLI, HUBBALLI, DIST: DHARWAD.
- 3(E) REHANABANU S/O. ZAHIRUDDIN INAMDAR,
AGE: 45 YEARS, OCC: HOUSEHOLD WORK,
R/O: KAMAL BANGADI ONI, SAVANUR,
DIST: GADAG.
4. GIRIDHARLAL S/O. WAGHAMAL BAFNA,
AGE: 48 YEARS, OCC: BUSINESS,
R/O: DESHPANDE NAGAR,
HUBBALLI, DIST: DHARWAD.
5. YUSUFKHAN S/O. KHADARKHAN BELLARY,
AGE: 47 YEARS, OCC: BUSINESS,
R/O: IIND MAIN ROAD, TABIBLAND GANESHPETH,
HUBBALLI, DIST: DHARWAD.
6. AYUBKHAN S/O. JAFFARKHAN BELLARY,
AGE: 50 YEARS, OCC: BUSINESS,
R/O. GANESH PETH, HUBBALLI,
DIST: DHARWAD.
7. RAJESH S/O. RATANSINGH THAKUR,
AGE: 47 YEARS, OCC: BUSINESS,
R/O: TABIBLAND, GANESHPETH,
HUBBALLI, DIST: DHARWAD.



8. ANWARKHAN @ GOUSEKHAN
S/O. HABIBULLAKHAN KULKARNI,
AGE: 70 YEARS, OCC: AGRICULTURE,
R/O: NADINIRALAGI, POST: HIEMUGADUR,
TQ: SAVANUR, DIST: HAVERI.
9. SARADARKHAN ANWARKHAN
@ GOUSEKHAN KULKARNI,
AGE: 35 YEARS, OCC: AGRICULTURE,
R/O: NADINIRALAGI, POST: HIEMUGADUR,
TQ: SAVANUR, DIST: HAVERI.
10. SMT. ZUBEDAKHANAM
D/O. ANWARKHAN @ GOUSEKHAN KULKARNI,
AFTER MARRIAGE ZUBEDAKHANAM
W/O. AYUBKHAN KITTUR,
AGE: 33 YEARS, OCC: HOUSEHOLD,
R/O: H.NO.51/A, KARWAR ROAD,
GOKUL DHAM, NEAR SUBHAS NAGAR,
OLD HUBBALLI, HUBBALLI, DIST: DHARWAD.
11. RASULKHAN ANWARKHAN
@ GOUSEKHAN KULKARNI,
AGE: 31 YEARS, OCC: AGRICULTURE,
R/O: NADINIRALAGI, POST: HIEMUGADUR,
TQ: SAVANUR, DIST: HAVERI.
12. SAFURABEGUM
D/O. ANWARKHAN @ GOUSEKHAN KULKARNI,
AFTER MARRIAGE SAFURABEGUM
W/O. BASHASAB UPPAR,
AGE: 31 YEARS, OCC: HOUSEHOLD,
R/O: UPPER ONI, AT: KALAS,
TAL: KUNDAGOL, DIST: DHARWAD.
13. YASMINKHANAM
D/O. ANWARKHAN @ GOUSEKHAN KULKARNI,
AFTER MARRIAGE YASMINKHANAM
W/O. BASHASAB UPPAR,
AGE: 27 YEARS, OCC: HOUSEHOLD,
R/O: NADINIRALAGI, POST: HIEMUGADUR,



TAL: SAVANUR, DIST: HAVERI.

14. BASABI D/O. HASANKHAN JAHAGIRDAR,
AFTER MARRIAGE BASABI
W/O. AKHTARKHAN KITTUR,
AGE: 60 YEARS, OCC: HOUSEHOLD,
R/O: GOKULDHAM, KARWAR ROAD,
HUBBALLI, DIST: DHARWAD.

15. MAHABOOBALIKHAN
S/O. HASANKHAN JAHAGIRDAR,
AGE: 68 YEARS, OCC: NIL,
R/O: ASAR ONI, HUBBALLI,
DIST: DHARWAD.

SINCE DECEASED BY HIS LR'S.

CAUSE TITLE AMENDED V/O.
DATED 06.03.2023
PASSED ON I.AS. NO.4/21 TO 6/21

15(A) MASTURABEGUM
W/O. MAHEBOBALIKHAN JAHAGIRDAR,
AGE: 55 YEARS, OCC: HOUSEHOLD WORK,
R/O. ASARA ONI, OLD HUBLI,
HUBLI, DHARWAD.

15(B) AYEESHAKHANAM
W/O. ALTAFHUSSAIN KUMBI,
AGE: 37 YEARS, OCC: HOUSEHOLD WORK,
R/O. ASARA ONI, OLD HUBLI,
HUBLI, DIST: DHARWAD.

15(C) MOHAMMED IMTIYAZ ALIKHAN
S/O. MAHEBOBALIKHAN JAHAGIRDAR,
AGE: 36 YEARS, OCC: BUSINESS,
R/O. ASARA ONI, OLD HUBLI,
HUBLI, DIST: DHARWAD.

15(D) IRSHAD ALIKHAN
S/O. MAHEBOBALIKHAN JAHAGIRDAR,



AGE: 35 YEARS, OCC: BUSINESS,
R/O. ASARA ONI, OLD HUBLI,
HUBLI, DIST: DHARWAD.

16. HAMIDKHAN
S/O. BASANASANKHAN JAHAGIRDAR,
AGE: 65 YEARS,
R/O: H.NO.125, EKTA NAGAR,
ARVIND NAGAR, OLD HUBBALLI,
HUBBALLI, DIST: DHARWAD.
17. SMT. MEHARUNNISA
W/O. KHADARKHAN PATIL,
AGE: 60 YEARS, OCC: HOUSEHOLD,
R/O. NADINIRALAGI, POST: HIREMUGADUR,
TAL: SAVANUR, DIST: HAVERI.

...RESPONDENTS

(BY SRI. D.L. LADKHAN, ADVOCATE FOR R1
R2(A-D), 3(A-E), 4-14, 15(A-D), 16, 17 DELETED)

THIS RFA IS FILED UNDER SECTION 96 OF THE CODE OF THE CIVIL PROCEDURE READ WITH ORDER 41 OF THE CODE OF THE CIVIL PROCEDURE PRAYING TO SET-ASIDE THE IMPUGNED COMMON JUDGMENT AND DECREE DATED: 28-10-2015 PASSED BY THE COURT OF III ADDITIONAL SENIOR CIVIL JUDGE HUBBALLI, IN SO FAR IT RELATES TO O.S.NO.197/2009 IN PARTLY DECREERING THE SUIT OF THE PLAINTIFFS AND GRANTING 1/6TH SHARE IN CTS NO.63 AND THEREBY DISMISS THE SUIT OF THE PLAINTIFF, IN THE INTEREST OF JUSTICE AND EQUITY AND ETC.

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

CORAM: HON'BLE MR. JUSTICE MOHAMMAD NAWAZ
AND
HON'BLE MRS JUSTICE GEETHA K.B.



ORAL JUDGMENT

(PER: HON'BLE MRS JUSTICE GEETHA K.B.)

Appellant and respondent No.1 are present before the Court and are identified by their respective counsels.

2. Learned counsel for appellant files memo dated 27.01.2026.

3. Memo is placed on record. At request and risk of the appellant, the appeal against respondent No.2(a-d), 3(a-e), 4 to 14, 15(a-d), 16 and 17 is hereby dismissed.

4. Learned counsel for the appellant is hereby directed and permitted to amend the appeal memo cause title.

5. Heard both sides on compromise petition dated 27.01.2026 filed under Order XXIII Rule 3 of CPC.

6. The terms and conditions of the said compromise petition are as under:



“(II) That during the pendency of the suit O.S. No. 197/2009, the Plaintiffs No. 1 and 2, Mahaboobalikhan Hasankhan Jahagirdar and Hamidkhan. Hasankhan. Jahagirdar, have been transposed as the Defendants No. 17 and 18 as per order Dated 22.08.2014 passed by the Trial Court on I.A. No. 26. Similarly, the Plaintiff No.3, Smt. Basobi. D/o. Hasankhan. Jahagirdar has been transposed as the Defendant No.16, as per order passed by the Trial Court. Similarly, the Plaintiff No.4, Smt. Chamanbi. D/o. Hasankhan. Jahagirdar has died and her L.Rs. are brought on record as the Defendants No. 10 to 15 as per the order dated 19.01.2013 passed by the Trial Court on I.A. No. 22. Similarly, the Defendant No.6, Smt. Gousiyabegum. Najirsab. Bankapur, after marriage known as Smt. Gousiyabegum. W/o. Davalsab. Budihal, has been transposed as the Plaintiff No.6 in the suit as per order dated 05.10.2010 passed by the Trial Court on I.A. No. 6. Thus, in view of the transposition of the Plaintiffs No. 1 to 3 as the Defendants as stated supra, and in view of the death of the Plaintiffs No. 4 and 5 leaving behind their L.Rs., as stated above, the suit in O.S. No. 197/2009 has been conducted by Smt. Gousiyabegum. alone, as the sole Plaintiff against the Defendants. The said Smt. Gousiyabegum is arrayed as the Respondent is the above Appeal.

(III) The Plaintiffs have filed the Suit in O.S. No. 197/2009 for Partition and separate possession of their alleged 1/5th share each in the ½ of the Suit Schedule property and also for Declaration declaring that the Sale Deeds executed in respect of the suit property are null and void and not binding



on the Plaintiffs. The Plaintiff No.5 and her daughter Smt. Gousiyabegum, who is later transposed as the Plaintiff No.6, together have 1/2 share in the 1/5th share in the suit property and after death of her mother Smt. Hamidabegum the Plaintiff No.5, her only daughter, Smt. Gousiyabegum, the Plaintiff No.6, alone is entitled for 1/2 in the 1/5th share of the suit property.

(IV) The learned IIIrd Addl. Senior Civil Judge, Hubballi, by his Judgment and Decree dated 28.10.2015 passed in O.S. No. 197/2009 has partly decreed the suit of the Plaintiff /Respondent herein and has ordered that the Plaintiff and the Defendant No.2, Smt. Meharunnisa are having 1/6th share each (i.e. 7 gunthas 8 annas each) in the suit property bearing CTS No. 63 of Timmasagar, Aravindnagar, Hubballi, by metes and bounds and further ordered and decreed that the Sale Deed dated 25.09.2010 (Sale Deed is dated 23.09.2010 and Registered on 25.09.2010) executed by deceased Smt. Hamida Begum, the original Plaintiff No.5 is a created document and not binding on the share of the Plaintiff in the suit property bearing CTS No. 63 of Timmasagar, Aravindnagar, Hubballi. Hence, the Defendant No.5 /Appellant, who has purchased the suit property by the Registered Sale Deed dated 25.09.2010, for a valuable consideration of Rs. 17,60,000 = 00 (Rupees Seventeen Lakhs sixty Thousand only) from the original Plaintiff No.5, Smt. Haimida Begum has filed the above said Regular First Appeal before this Hon'ble Court as against the Judgment and Decree passed by the Trial Court in O.S. No. 197 /2009.



(V) It is agreed and admitted that the entire land Sy. No. 145/1 measuring 1 Acre 05 Gs. is numbered as CTS No. 63 of Ward No. V, of Mariyan Timmasagar Oni (Aravind Nagar) Hubballi. The suit Schedule property involved in the above case which is purchased by the Appellant from Smt. Hamida Begum. is an area of 7 gunthas 8 Annas (8168 Sq.ft.) out of 1 Acre 05 Gs, in R. Sy. No. 145/1, now bearing CTS No. 63/5, of Ward No. V, of Mariyan Timmasagar (Aravind Nagar) Hubballi, and bounded as under :-

To the East: Property of Meharunnisa K. Patil CTS No. 63/A.

To the West: Property came to share of Mehaboob Ali Khan Hasan khan Jahgirdar and Chamanbi. W/o. Anwarkhan. Kulkarni.

To the North: Road.

To the South: CTS No. 63./1

*And hereinafter would be referred as 'Suit Schedule Property'. The Appellant and the Respondent herein have produced a 'Rough ketch' of the suit schedule property, showing the portion of the property that has been purchased by the Appellant under **Ex. D-1**, from late Smt. Hamidabegum. Nazirahamed. Bankapur. The same is hereby agreed to treated as part and parcel of this Compromise Petition.*

(VI) It is admitted and agreed by the Appellant and the Respondent herein that there is one more suit which is filed between both the parties herein in respect of the suit schedule property. The Respondent herein and her late mother Smt. Hameedabegum. W/o. Nazirahmed. Bankapur, are the Plaintiffs and the Appellant herein is the Defendant in



the said suit in O.S. No. 121/2012. The Respondent and her late mother have filed the said Suit in O.S. No. 121/2012 for Declaration that the Sale Deed dated 25.09.2010 executed in favour of the Appellant/ Defendant by the Plaintiff No.1, Smt. Hameedabegum W/o. Nazirahmed. Bankapur, in respect of the suit schedule property is illegal and as not binding on the Plaintiffs. The Plaintiff No.1, Smt. Hameedabegum. W/o. Nazirahmed. Bankapur, in the said suit has died during the pendency of the suit in the Trial Court on 25.07.2014 and the Respondent / Plaintiff No.2 is her only legal heir and she is already on record and she has prosecuted the suit further. The learned IIIrd Addl. Senior Civil Judge, Hubballi, by his Judgment and Decree dated 28.10.2015 passed in O.S. No. 121/2012 has decreed the suit of the Plaintiffs /Respondent. Hence, the Defendant in the said suit has filed the Appeal in R.F.A. No. 100 020/2016 before this Hon'ble Court as against the Judgment and Decree passed by the Trial Court in O.S. No. 121/2012.

(VII) It is further agreed and admitted that the Appellant and the Respondent herein who are the Appellant and Respondent in R.F.A. No. 100 020 / 2016 also, with the intervention of elders of the community and well wishers of their families have amicably settled their dispute and they have filed the Compromise Petition duly signed by them as well as their respective Advocates in the said Appeal. As per the terms of Compromise entered into by both the parties, the Respondent Smt. Gousiyabegum. W/o. Nazirsab. Bankapur, has agreed to receive a total consideration amount of Rs. 1,00,00,000=00 (Rupees One Crore only) to



be paid in five equal installments of Rs. 20,00,000=00 (Rupees Twenty Lakhs each) as mentioned in the Compromise Petition filed therein and in lieu of the receipt of the said consideration amount, the Respondent Smt. Gousiyabegum. W/o. Nazirsab. Bankapur, has given up all her claims made in the suit over the suit schedule property and she has agreed and admitted that the Appellant Sri. Mohammadhanif. Mohammedhussain. Melmuri, has become the lawful owner of the suit schedule property by virtue of the Registered Sale Deed dated 25.09.2010 executed by late Smt. Hameedabegum. W/o. Nazirahmed. Bankapur, (deceased Plaintiff No. 1 in O.S. No. 121/2012) and that he has been in lawful possession and enjoyment of the suit schedule property by virtue of the said Sale Deed produced as Ex. D-1.

(VIII) It is agreed and admitted by the Appellant and the Respondent herein, that as per the Compromise Petition filed by them in the Appeal R.F.A. No. 100 020/2016, this Hon'ble Court has recorded the said Compromise entered into by the parties and has passed a Decree in terms of Compromise and the Judgment and Decree dated 28-10-2015 passed in O.S. No. 121/2012 passed by the learned IIIrd Addl. Senior Civil Judge, Hubballi have been MODIFIED and the Suit in O.S. No. 121/2012 filed before the IIIrd Addl. Senior Civil Judge, Hubballi has been DISMISSED and the said Appeal is DISPOSED of as per above terms and the Decree is ordered to be Drawn as per the terms of the compromise Petition filed in R.F.A. No. 100 020/2016.



(IX) Now the Appellant herein and the Respondent on the advise of elders of the community and well wishers of their families have amicably settled their dispute and in the light of Compromise Petition filed by them in the connected case R.F.A. No., 100 020/2016 arising out of common the Judgment and Decree passed in O.S. No. 121/2012, they are submitting herewith the Compromise Petition duly signed by them as well as their respective Advocates in the above Appeal in R.F.A. No. 100 021/2016 also. The parties will be referred to as per their rankings in this Appeal.

The terms of the amicable settlement arrived at between the parties are as under :-

*(1) It is hereby agreed and admitted by the Appellant and the Respondent herein that the Appellant / Defendant herein has become the lawful owner of the Suit Schedule property by virtue of the Registered Sale Deed dated 25.09.2010, produced as **Ex. D-1**, and he has been in possession of the suit schedule property as per the Sale Deed **Ex. D-1**, executed by late Smt. Hamidabegum. W/o. Nazirahmed. Bankapur.*

(2) It is hereby agreed and admitted by the Appellant and Respondent that, the Appellant / Defendant has paid a total sum of Rs. 1,00,00,000=00 (Rupees One Crore only) to the Respondent / Plaintiff as consideration and in lieu of the receipt of the said consideration amount the Respondent / Plaintiff do hereby has given up all the contentions raised by herself and her late mother, arrayed as the Plaintiffs No. 5 and 6 in the suit in O.S. No. 197/2009 filed by them in the



*Trial Court. The Respondent / Plaintiff do not dispute the Sale Deed dated 25.09.2010 as per **Ex. D-1** executed by her late mother, late Smt. Hamidabegum W/o. Nazirahmed. Bankapur and the Plaintiff Smt. Gousiyabegum would do hereby admit and agree that the Defendant No. 5/ Appellant herein has become the absolute owner of the Suit Schedule Property as mentioned supra.*

(3) It is hereby agreed and admitted by the Appellant / Defendant and the Respondent / Plaintiff that after the receipt of the entire consideration amount as agreed upon by them, the Respondent /Plaintiff would not have any further claims whatsoever in respect of the Suit Schedule Property. So also, the Respondent / Plaintiff do hereby state and affirm that she is the ONLY LEGAL HEIR of the deceased original Plaintiff No.5, Smt. Hamidabegum W/o. Nazirahmed. Bankapur, and there are no other legal heirs or successors to her.

(4) It is further agreed by the Appellant / Defendant No. 5 and the Respondent / Plaintiff that the Appellant / Defendant No. 5 herein has become the absolute owner and he is in possession and enjoyment of the 'Suit Schedule Property' and henceforth the Plaintiff / Respondent would not have any other claim against the suit schedule property.

(5) It is further agreed by the Appellant / Defendant No. 5 and the Respondent / Plaintiff that the Respondent Smt. Gousiyabegum. W/o. Nazirsab. Budihal, has filed F.D.P. No. 33/2016 before the Court of IIIrd Addl. Senior Civil Judge & JMFC, Hubballi for execution of the Prl. Decree for Partition



and separate possession passed in the suit in O.S. No. 197/2009. In view of the compromise entered into by the parties herein and the DISMISSAL of the suit O.S. No. 197/20099, the said F.D.P. No. 33/2016 will not survive for consideration and the Respondent, Smt. Gousiyabegum would file necessary Memo in the Trial Court and pray for Dismissal of the said F.D.P. No. 33/2016 as having become infructuous in view of the compromise Decree passed in the above case.

(6) It is further agreed by the Appellant and the Respondent that in the above Appeal no Reliefs are prayed for against the Respondents No. 2(a) to 2(d), 3 (a) to 3 (e), 4 to 14, 15 (a) to 15 (d), 16 and 17 and also no Decree has been passed in favour of above said Respondents No. 2(a) to 2(d), 3 (a) to 3 (e), 4 to 14, 15 (a) to 15 (d), 16 by the Trial Court in suit in O.S. No. 197/2009. Further, the Appellant/Deft.No.5 and Respondent / Plff. do not dispute that the Respt. No.17 / Deft. No.2 is also entitled for 1/6th share (i.e. 7 Gs. and 8 Annas) land which is numbered as CTS No. 63/A and which is situated on the EASTERN side of the portion of land now owned by the Appellant which is numbered as CTS No. 63/5. Hence the Appellant herein has filed a Memo and has prayed for the deletion of the Respondents No. 2 (a) to 2 (d), 3 (a) to 3 (e), 4 to 14, and 15 (a) to 15 (d), 16 and 17 from the above Appeal. There is no dispute between the parties to the dispute that the Appellant and earlier his predecessor in title, Smt. Hamida Begum are the owners and they are in possession of WESTERN portion of land 7 Gunthas 8 Annas (8168 Sq.Fts)



which is numbered as CTS No. 63/5 and the Defendant No. 2, Meharunnisa is the owner and she is in possession of 7 Gunthas 8 Annas portion of land lying on the EASTERN side of the suit schedule property belonging to the Appellant and the property belonging to Smt. Meharunnisa is numbered as CTS No. 63/6A.

(7) It is hereby agreed by the parties to this compromise that in lieu of the receipt of the total consideration amount of Rs. 1,00,00,000=00 (Rupees One Crore only) by the Respondent/Plaintiff and in view of giving up all the contentions raised by her in the suit in O.S. No. 197/2009 on the file of IIIrd Addl. Senior Civil Judge, Hubballi and further in view of the Compromise Decree passed in R.F.A. No. 100 020/2016 arising out of the Judgment and Decree passed in O.S. No. 121/2012, the above suit in O.S. No. 197/2009 filed by the deceased Smt. Hamidanegum. Nazirahmed. Bankapur, and conducted by the Respondent / Plaintiff after her demise would not survive for consideration and the Respondent / Plaintiff do hereby pray that this Hon'ble Court be pleased to DISMISS the said suit in O.S. No. 197/2009 filed by the original Plaintiff No. 5 Smt. Hamidabegum and prosecuted by the Respondent as the sole Plaintiff and as legal heir of Smt. Hamidabegum before the IIIrd Addl. Senior Civil Judge, Hubballi since the Respondent / Plaintiff would not have any claims over the 'Suit Schedule Property'."

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7. Parties have already settled the dispute in O.S.No.121/2012 and plaintiff in that suit give up her claim in respect of the suit schedule property by accepting the validity of sale deed dated 23.09.2010 registered on 25.09.2010. Hence, she has no *locus standi* to continue the suit for partition. Hence, appellant and respondent prays for dismissal of O.S.No.197/2009 by setting aside the judgment and decree dated 28.10.2015 passed in O.S.No.197/2009 on the file of III Additional Senior Civil Judge, Hubballi.

8. After hearing both sides, we found that the settlement between parties is voluntary and lawful one. Hence, we proceed to pass the following:

ORDER

The compromise petition filed under Section XXIII Rule 3 of CPC is accepted.

Suit in O.S.No.197/2009 is hereby dismissed by setting aside the judgment and decree dated 28.10.2015



passed in O.S.No.197/2009 on the file of III Additional Senior Civil Judge, Hubballi.

Draw decree in accordance with the compromise petition. Compromise petition shall be part and parcel of decree.

Pending I.As. are disposed of.

**Sd/-
(MOHAMMAD NAWAZ)
JUDGE**

**Sd/-
(GEETHA K.B.)
JUDGE**

SH
CT-MCK
LIST NO.: 1 SL NO.: 1