



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. 100020 OF 2016 (DEC)

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:

GOUSIYABEGUM

W/O. ODAVALSAB BUDHIHAL,

(PRIOR TO MARRIAGE KNOWN AS

GOUSIYABEGUM D/O. NAJIRSAB BANKAPUR),

AGE: 33 YEARS, OCC: HOUSE WIFE,

R/O: 468/8, CEMENT CHAWL, GADAG ROAD,

HUBBALLI, DIST: DHARWAD.

...RESPONDENT

(BY SRI. D.L. LADKHAN, ADVOCATE)

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 AS O.S.NO.121/2012 IN DECREEDING THE SUIT OF THE PLAINTIFFS FOR DECLARATION AND THEREBY DISMISS THE SUIT OF THE PLAINTIFFS, IN THE INTEREST OF JUSTICE AND EQUITY AND ETC.

SAROJA
HANGARAKI

Digitally signed by
SAROJA HANGARAKI
Location: HIGHCOURT
OF KARNATAKA
DHARWAD BENCH
DHARWAD



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, respondent, her major son and her husband representing minor son are present before the Court and identified by their respective counsels.

2. Heard both sides on compromise petition filed under Order XXIII Rule 3 of CPC.

3. The parties have settled the dispute and respondent/plaintiff No.2 agreed to receive ₹.1,00,00,000/- from appellant in 5 installments. Accordingly, today she has reported receipt of first installment of ₹.20,00,000/-, by way of D.D. bearing No.883551 drawn on Union Bank of India, Arvindnagar, Hubballi Branch dated 26.12.2025.

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



"The terms of the amicable settlement arrived at 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 23.09.2010 and (registered on 25.09.2010) produced as Ex. D-1. The Appellant /Defendant has become the absolute owner and he has been in possession of the suit schedule property as per the Sale Deed **Ex. D-1**, executed by late Smt. Hameedabegum. W/o. Nazirahmed. Bankapur.*

*(2) It is hereby agreed and admitted by the Appellant and Respondent that, the Appellant / Defendant would pay a total sum of Rs. 1,00,00,000=00 (Rupees One Crore only) to the Respondent / Plaintiff No.2 as consideration and in lieu of the receipt of the said consideration amount the Respondent / Plaintiff No.2 do hereby give up all the contentions raised by her and her late mother, the Plaintiff No.1 in the suit O.S. No. 121/2012 filed by them in the Trial Court. The Respondent / Plaintiff No.2 do not dispute the Sale Deed dated 23.09.2010 as per **Ex. D-1** executed by her late mother, late Smt. Hameedabegum W/o. Nazirahmed. Bankapur, the Plaintiff No.1 and the Respondent would do hereby admit the contents of the said Sale Deed and further admit and agree that the Defendant / 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 and the Respondent that the consideration amount of Rs. 1,00,00,000=00 (Rupees One Crore only) is agreed required to be paid in five equal installments of Rs. 20,00,000=00 (Rupees Twenty Lakhs each) in the following manner :-

- (i) The Appellant / Defendant has paid the **1st Installment** amount of Rs.20,00,000=00 (Rupees Twenty Lakhs only) before the Hon'ble Court today, by A/c Payee D.D. dated 26.12.2025 bearing No. 883551, drawn on Union Bank of India, Aravindnagar, Hubballi branch, drawn in favour of the Respondent /Plaintiff;
- (ii) The Appellant / Defendant has hereby agreed to pay the **2nd Installment** of Rs.20,00,000=00 (Rupees Twenty Lakhs only) to the Respondent / Plaintiff within TWO MONTHS from this date i.e. on or before 25/03/2026, by transferring the said sum of Rs. 20,00,000=00 (Rupees Twenty Lakhs only) by RTGS to the Bank A/c of the Respondent / Plaintiff, i.e. A/c. No. 89500100021061, RTGS/NEFT/IFSC Code BARBOVJKESH, in Bank of Baroda, Sarvodaya Circle, Hubballi branch and intimate about the transfer of the amount to the Respondent / Plaintiff;
- (iii) The Appellant / Defendant No. 5 has hereby agreed to pay the **3rd Installment** of



Rs.20,00,000=00 (Rupees Twenty Lakhs only) to the Respondent / Plaintiff within FOUR MONTHS from today i.e. on or before 25/05/2026, by transferring the said sum of Rs. 20,00,000-00 (Rupees Twenty Lakhs only) by RTGS to the Bank A/c of the Respondent /Plaintiff, i.e. A/c. No. 89500100021061, RTGS/NEFT/IFSC Code BARBOVJKESH, in Bank of Baroda, Sarvodaya Circle, Hubballi branch and intimate about the transfer of the amount to the Respondent / Plaintiff;

(iv) *The Appellant / Defendant No. 5 has hereby agreed to pay the **4th Installment** of Rs.20,00,000=00 (Rupees Twenty Lakhs only) to the Respondent / Plaintiff within SIX MONTHS from today i.e. on or before 25/07/2026, by transferring the said sum of Rs. 20,00,000=00 (Rupees Twenty Lakhs only) by RTGS to the Bank A/c of the Respondent /Plaintiff, i.e. A/c. No. 89500100021061, RTGS/NEFT/IFSC Code BARBOVJKESH, in Bank of Baroda, Sarvodaya Circle. Hubballi branch and intimate about the transfer of the amount to the Respondent / Plaintiff;*

(v) *The Appellant / Defendant No. 5 has hereby agreed to pay the **5th and final Installment** of Rs.20,00,000=00 (Rupees Twenty Lakhs only) to the Respondent / Plaintiff within EIGHT MONTHS from today i.e. on or before 25/09/2026, by transferring the said sum of Rs. 20,00,000=00*



(Rupees Twenty Lakhs only) by RTGS to the Bank A/c of the Respondent /Plaintiff, i.e. A/c. No. 89500100021061, RTGS/NEFT/IFSC Code BARBOVJKESH, in Bank of Baroda, Sarvodaya Circle, Hubballi branch and intimate about the transfer of the amount to the Respondent / Plaintiff;

- (vi) The Appellant undertakes to pay the above said Installments of amount to the Respondent regularly on or before the dates as and when they fall due without committing any default.*

(4) It is hereby agreed and admitted by the Appellant / Defendant and the Respondent / Plaintiff that after the receipt of the entire consideration amount as mentioned above, 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.1, Smt. Hameedabegum W/o. Nazirahmed. Bankapur in the suit O.S. No. 121/2012, and there are no other legal heirs or successors to her.

(5) It is further agreed and admitted by the Appellant and Respondent herein that by way of abundant caution and as per the request made by the Appellant, the son and daughter of the Respondent / Plaintiff namely (i) Mohammed Rizwan and (ii) Miss. Arshiyabanu. D/o. Davalsab. Budihal, Age: 16 years, Minor, Reptd. by her M/g. Father Davalsab. S/o. Goususab. Budihal. have executed a 'consent



statement', thereby affirming that the amicable settlement arrived at and the compromise entered herein is acceptable to them also and they have agreed for the same.

(6) 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) the Respondent/Plaintiff has given up all the contentions raised by her in the suit in O.S. No. 121/2012 on the file of IIIrd Addl. Senior Civil Judge, Hubballi and the Respondent / Plaintiff do hereby pray that this Hon'ble Court be pleased to DISMISS the said suit in O.S. No. 121/2012 filed by the original Plaintiffs No. 1 and 2 Smt. Hameedabegum and the Respondent Smt. Gousiyabegum, and later prosecuted by the Respondent as the sole Plaintiff and as legal heir of Smt. Hameedabegum before the IIIrd Addl. Senior Civil Judge, Hubballi and the Respondent / Plaintiff would not have any further claims over the 'Suit Schedule Property'.

(7) It is further agreed by the Appellant / Defendant No. 5 and the Respondent / Plaintiff that the Appellant / Defendant 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.

(8) It is submitted that as per the Judgment and Decree passed by the Trial Court, the name of the Respondent / Plaintiff is got entered in to the CTS Records. It is agreed by the Appellant and Respondent that they would co-operate



with each other and they would do all such acts and deeds required for getting the name of the Appellant / Defendant entered for the Suit Schedule Property as kabjedar-owner in the City Survey Records by giving application to the concerned Revenue and CTS Authorities and the Respondent / Plaintiff would lend her signature and do all such acts as would be necessary for effecting the consequent changes in the City Survey and Revenue Records of the said suit schedule land for entering the name of the Appellant /Defendant herein."

5. We have heard both parties and their counsels in length on the compromise petition. This compromise petition is duly signed by both appellant and respondent and they are duly identified by their respective counsels. It is annexed with statement of consent of the major son of respondent No.1 and her husband, who is the natural guardian of her second son.

6. The compromise between parties is voluntary and lawful one. Hence, we proceed to pass the following:



ORDER

Compromise petition filed under Order XXIII Rule 2 of CPC is accepted.

In view of compromise between the parties, suit in O.S.No.121/2012 is dismissed by setting aside the judgment and decree dated 28.10.2015 passed in O.S.No.121/2012 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**