



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 13TH DAY OF JULY, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

THE HON'BLE MR. JUSTICE T.M.NADAF

REGULAR FIRST APPEAL NO. 734 OF 2018 (PAR)

BETWEEN:

1. SRI. P N LAKSHMI NARAYANAPPA,
S/O LATE P N NAGAPPA,
R/AT PATRENAHALLI VILLAGE & POST,
CHICKBALLAPUR.
2. SRI. P N THIMMARAYAPPA,
S/O LATE P N NAGAPPA,
R/AT PATRENAHALLI VILLAGE & POST,
CHICKBALLAPUR.
3. SMT. NAGARATHNAMMA,
D/O LATE P N RAMA REDDY,
GRAND DAUGHTER OF
LATE P N NAGAPPA,
R/AT THALAGAWARA VILLAGE & POST
KAIWARA HOBLI,
CHINTAMANI TALUK.
4. SMT. DYAVAMMA,
D/O LATE P N NAGAPPA,
W/O SADASHIVAPPA,
R/AT THALAGAWARA VILLAGE & POST,
KAIWARA HOBLI,
CHINTAMANI TALUK.

...APPELLANTS

(BY SRI. MONICA PATIL.,ADVOCATE)



AND:

1. SRI. P N KRISHNA REDDY
SINCE DECEASED BY HIS LRS

SMT. ANITHA J K.,
D/O LATE P N KRISHNA REDDY,
W/O ATHI NARAYANAN,
AGED ABOUT 50 YEARS,
R/AT NO.203,RADIANCE TRANSVIL
APARTMENT,SAHAKARA NAGAR,
BENGALURU - 560 092.
2. SMT. KAVITHA J K.,
D/O LATE P N KRISHNA REDDY,
W/O NAGESH B.,
R/AT NO.1401,"F" BLOCK,
N.C.C. MEADOWS-2,
PUTTENAHALLI,
YELAHANKA,
BENGALURU - 560 064.
3. SRI. SUBRAMANI,
S/O LATE P N RAMA REDDY,
R/AT VADDAHALLI VILLAGE,
THALAGAWARA POST,
KAIWARA HOBLI,
CHINTAMANI TALUK,
CHICKBALLAPUR DISTRICT.
4. SMT. SUBBAMMA,
D/O. LATE. P.N. NAGAPPA,
AGED ABOUT 73 YEARS,
R/AT. THADURU VILLAGE,
JANGAMAKOTE HOBLI,
SIDLAGHATTA TALUK.
5. SMT. NARAYANAMMA,
D/O. LATE. P.N. NAGAPPA,
W/O. VENKATARAYAPPA,
AGED ABOUT 63 YEARS,



R/AT. DONNAHALLI VILLAGE,
KUNDLAGURKI POST,
SIDLAGHATTA TALUK.

6. SRI. P.M. MUNEGOWDA,
S/O. T. MUNISHAMAPPA,
AGED ABOUT 60 YEARS,
R/AT. PATRENAHALLI VILLAGE & POST,
NANDI HOBLI,
CHICKBALLAPUR TALUK.
7. SRI. B.N. GOPALA KRISHNAIAH SHETTY,
S/O. LATE NAGAPPA,
AGED ABOUT 66 YEARS,
PROPRIETOR,
SRI. VINAYAKA CLOTH EMPORIUM,
BAZAR ROAD,
CHICKBALLAPUR.
8. MR. NAGESH P.T.,
S/O P.N. THIMMARAYAPPA,
AGED MAJOR,
R/AT PATRENAHALLI VILLAGE & POST,
CHIKKABALLAPURA TALUK & DISTRICT.

...RESPONDENTS

(BY SRI. AJIT P B., ADVOCATE FOR C/R1 & R2,
SRI. UMESH B.N. ADVOCATE FOR R3 TO R5,
R6 AND R7 ARE SERVED AND UNREPRESENTED,
SRI. ABHISHEK CHARAN, ADVOCATE FOR R8)

THIS RFA IS FILED UNDER SECTION 96 OF CPC.,
AGAINST THE JUDGMENT AND DECREE DATED:05.02.2018
PASSED ON OS NO.225/2008 ON THE FILE OF THE I ADDL.
SENIOR CIVIL JUDGE AND JMFC., CHICKBALLAPUR DECREERING
THS SUIT FOR PARTITION AND SEPARATE POSSESSION.

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



CORAM: HON'BLE MR. JUSTICE D K SINGH
and
HON'BLE MR. JUSTICE T.M.NADAF

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE D K SINGH)

The present appeal has been filed impugning the judgment and decree dated 05.02.2018 passed by the I Additional Senior Civil Judge and JMFC at Chikkaballapur in O.S.No.255/2008. During the pendency of the appeal, the parties have settled their dispute amicably and have jointly filed memorandum of compromise under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908, for passing a consent decree in terms of compromise as set out in the joint memo filed by the parties.

2. Appellant No.1 is present in person while appellant Nos.3 to 4 are represented through appellant No.1 in whose favour they have executed the General Power of Attorney. The General Power of Attorney has been placed on record.



3. The respondent Nos.1 and respondent No.2 who were the plaintiffs are present before the Court. Respondent No.8 is also present in person before the Court. The plaintiffs and the defendants who contested the suit are before this Court. The parties have been identified by their respective counsel. The parties who are present before this Court state that they have entered into the settlement and set out the terms and conditions of settlement which have been explained to them in vernacular language out of their free will without any force, coercive or misrepresentation and they shall abide by the terms and conditions and set out with the memo filed under Order XXIII Rule 3 read with Section 151 of CPC.

4. Learned counsel for the defendant No.3, who is present before the Court has not opposed the consent decree, since his relief claimed in counter claim for grant of share in the property was neither rejected nor granted, in that view of the matter, in law it is deemed to have



been refused, but the defendant No.3 is not in appeal challenging non consideration of his counter claim. As such his right has already been extinguished.

5. The terms and conditions of settlement as stated in the Memorandum of compromise reads as under:

"TERMS AND CONDITIONS OF SETTLEMENT:

- 13. In full and final settlement of all claims of the Respondents No.1 & 2/Plaintiffs in respect of the suit schedule properties and all other joint family properties, the Appellants/ Defendants No.1, 2, 4 & 7 and Respondent No.8 hereby agree to allot/convey and deliver vacant and peaceful possession of an extent of Two (2) Acres of land in Survey No. 43/1, as more fully described in the schedule mentioned herein below [hereinafter referred to as Compromise Schedule Property] and also delineated in the handwritten sketch annexed hereto and duly attested by all parties as Annexure-A.*
- 14. The Appellants/ Defendants No.1, 2, 4 & 7 and the Respondent No.8 shall hand over vacant and peaceful possession of the said extent of Two (2) Acres compromise schedule property] to the Respondents No.1 & 2/Plaintiffs within four (4) months from the date on which this Hon'ble Court records the compromise and the decree is drawn accordingly. At the time of delivery of possession, the Appellants/Defendants No.1, 2, 4 & 7 and the Respondent No.8 shall clear any encumbrance or charge created by them, if any, in respect of the compromise schedule property and furnish No Due Certificate from the concerned Bank/Financial Institution and shall remove the existing pomegranate crop standing thereon within the aforesaid period of 4 months.*



15. *In the event the Appellants/ Defendants No.1, 2, 4 & 7 fail to deliver vacant possession of the Compromise Schedule Property to the Respondents No.1 & 2/Plaintiffs within the aforesaid time, the Respondents No.1 & 2/Plaintiffs shall be entitled to take possession of the Compromise Schedule Property through the process of court.*
16. *Upon delivery of possession of the Compromise Schedule Property free from all encumbrances/ charges:*
 - a) *The Respondents No.1 & 2/Plaintiffs shall stand fully satisfied and discharged of all claims, rights and entitlements arising out of or relating to the suit schedule properties and all other family properties;*
 - b) *The Respondents No.1 & 2/Plaintiffs irrevocably relinquish, release and forever waive all their present and future rights, title, interest, share and claims in respect of every other family property, whether ancestral, joint family, coparcenary or otherwise;*
 - c) *The Respondents No.1 & 2/Plaintiffs shall not seek partition, separate possession, declaration, injunction, mesne profits, rendition of accounts, compensation or any other relief in respect of other properties owned by the Appellants or their family members.*
 - d) *The Respondents No.1 & 2/Plaintiffs expressly ratify, confirm and accept all alienations, sale deeds, gift deeds, exchanges, settlements, mortgages and other transactions already effected by any member of the family pursuant to or in furtherance of the family arrangement/partition dated 08/11/1980 in respect of the other properties and undertake that neither they nor anybody claiming through or under them shall question the same before any Court, Tribunal, Revenue Authority or any other forum.*



- 17. The Respondents No/.1 & 2/Plaintiffs further undertake that, except the compromise schedule property they shall have no right, title, interest or claim over the remaining family properties and shall not interfere with the Appellants/ Defendants' peaceful possession, enjoyment, ownership, development, transfer, mortgage, lease or alienation thereof.*
- 18. The Appellants/Defendants No.1, 2, 4 & 7 and the Respondent No.8 hereby agree and declare that the Respondents No.1 & 2/Plaintiffs shall be entitled to have the katha for the compromise schedule property mutated in their name pursuant to the compromise decree and shall be entitled to own, possess and enjoy the Compromise schedule property as the absolute owners without any disturbance or interference either by the Appellants/ Respondents No.8 or any of their family members.*
- 19. The parties agree and declare that the compromise schedule property has unfettered main road, the Plaintiffs/ Respondents 1 and 2 are thus not entitled to any easementary rights/ such other rights.*
- 20. The Appellants/Defendants No.1, 2, 4 & 7 and Respondent .8 hereby agree and undertake to execute further deed or documents/ affidavit/declarations, which may be necessary to change the khata or other revenue records in favour of the Respondents No.1 & 2/Plaintiffs in respect of the Compromise Schedule Property and hereby declare that neither they nor their family members have any subsisting claim or interest over the compromise schedule property.*
- 21. The Appellants/Defendants No.1, 2, 4 & 7 and Respondent No.8 hereby declare that they have not executed or created any third party right over the Compromise Schedule Property except the charge created while availing loan and they hereby indemnify the Respondents No.1 & 2/ Plaintiff against the claims if any undisclosed Bank claims/Government dues or third party claims.*



- 22. The Appellants/Defendants No.1, 24 & 7 and Respondent No.8 hereby undertake to withdraw the case in O.S.No.345/2022 or any other cases if any filed against the Respondents No.1 & 2/Plaintiffs.*
- 23. The parties agree that this compromise constitutes a complete, final and comprehensive settlement of all disputes relating to the subject matter of O.S. No. 225/2008, the present appeal and all family properties.*
- 24. The parties to this compromise petition, their heirs, legal representatives, successors, assigns, purchasers and all persons claiming through or under them shall be bound by the terms of this compromise and shall be permanently estopped from taking any stand inconsistent with the terms hereof.*
- 25. The parties undertake not to institute, prosecute, support or encourage any civil suit, partition proceeding, injunction proceeding, revenue proceeding, mutation objection, writ petition, criminal complaint or any other proceeding, directly or indirectly, in respect of the subject matter settled herein, subject to compliance of the terms of this compromise petition.*
- 26. The parties shall cooperate with each other for effecting mutation entries, execution of necessary documents and completion of all acts required for implementation of this compromise.*
- 27. Except for the allotment of compromise schedule property, no further monetary consideration, compensation, property or benefit shall be payable by the Appellants/Defendants No.1, 2, 4 & 7& Respondent No.8 to the Respondents No.1 & 2/Plaintiffs or to any other parties to the Appeal.*
- 28. Each party shall bear its own costs incurred in the suit, appeal and compromise proceedings.*
- 29. That the parties to this compromise petition hereby declare that they have entered into this compromise after understanding the terms of*



this compromise and without any force, coercion or undue influence.

30. In the event of breach of any terms of this compromise, the aggrieved party shall be entitled to seek enforcement of the compromise decree and all consequential remedies available in law.

31. The parties respectfully pray that this Hon'ble Court may be pleased to record this compromise under Order XXIII Rule 3 CPC and dispose of the appeal in terms hereof. It is prayed that upon such recording, the Judgment and Preliminary Decree dated 05.02.2018 in O.S.No.225/2008 may be set aside and office may be directed to draw decree in terms of this compromise petition"

6. We therefore ***dispose of*** this appeal in terms of the aforesaid compromise. Let the consent decree be drawn.

No order as to costs.

**Sd/-
(D K SINGH)
JUDGE**

**Sd/-
(T.M.NADAF)
JUDGE**

RR
List No.: 2 Sl No.: 2
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