



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 6TH DAY OF APRIL, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MS. JUSTICE TARA VITASTA GANJU

REGULAR FIRST APPEAL NO. 508 OF 2019 (SP)

BETWEEN:

SRI. H.R.KRISHNAMURTHY HEGDE
AGED ABOUT 53 YEARS,
S/O. H.T.RAMAPPA HEDGE,
R/AT BHARATHI BEEDI, SRINGERI TOWN,
SRINGERI TALUK-577 139,
CHIKKAMAGALURU DISTRICT.

...APPELLANT

(BY SRI. A.RAVISHANKAR., ADVOCATE)

AND:

1. SMT. BHAGYA
W/O. H.C.VEERAPPA GOWDA,
R/AT SHANBAVI NILAYA,
SACHIDANANDAPURA,
SRINGERI VILLAGE,
SRINGERI TALUK-577 139,
CHIKKAMAGALURU DISTRICT.

AND ALSO AT :

J.C.B.M.COLLEGE QUARTERS,
SRINGERI TALUK-577 139.
REPRESENTED BY HER GPA HOLDER,
SRI. H.S.GANESH,
AGED ABOUT 43 YEARS,
S/O. SHANKARAPPA GOWDA,
R/AT THYAVANA,

Digitally signed
by SUMATHY
KANNAN
Location: HIGH
COURT
KARNATAKA
BENGALURU



VIDYARANYAPURA VILLAGE,
SRINGERI TALUK-577 139.
CHIKKAMAGALURU DISTRICT.

2. SRI. AYUB BEIG
AGED ABOUT 56 YEARS,
S/O. AMANULLA KHAN @ ANWAR BEIG,
R/AT BHARATHI BEEDI,
SRINGERI TOWN,
SRINGERI TALUK-577 139.
CHIKKAMAGALURU DISTRICT.

...RESPONDENTS

(BY SRI. SHAMANNA.B.H., ADVOCATE FOR C/R1;
R2-APPEAL AGAINST DISMISSED AS NOT PRESSED)

THIS RFA IS FILED U/S.96 OF CPC 1908, AGAINST THE
JUDGMENT AND DECREE DATED 21.12.2018 PASSED IN
OS.NO.9/2018 (OS NO.13/2011) ON THE FILE OF THE SENIOR
CIVIL JUDGE AND JMFC, N.R.PURA ITINERATE AT KOPPA
DECREEING THE SUIT FOR SPECIFIC PERFORMANCE.

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

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
&
HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORAL JUDGMENT

(PER: HON'BLE MRS. JUSTICE ANU SIVARAMAN)

This appeal is filed against the judgment and decree in
O.S. No.9/2018.



2. We have heard Shri A Ravishankar, learned counsel appearing for the appellant and Shri Shamanna B H, learned counsel appearing for the caveator/respondent No.1.

3. The learned counsel appearing for the appellant submits that the matter is compromised between the parties. A memo is also placed on record seeking to dismiss the appeal as against respondent No.2 as not pressed, in view of the compromise entered into between the appellant and respondent No.1.

4. The memo is taken on record.

5. The appeal is ***dismissed as against respondent No.2.***

6. The agreement entered into between the appellant and the respondent No.1 is taken on record. The agreement states as follows:-

"8. As per the advise of this Hon'ble Court, advise of the friends and well-wishers, the 2nd Defendant / Appellant herein and the Plaintiff / 1s Respondent have compromised their dispute, under the following terms and conditions:

i) The Plaintiff and the 2nd Defendant agree that the total extent of property conveyed in favour of the 2nd



Defendant is 28 guntas in Sy.No.50 and 20 guntas in Sy.No.51 of Sringeri Village, Sringeri Taluk, Chikmagalur District, under the sale deed dated 6.1.2011, which is also the same land agreed to be conveyed under the Agreement of Sale Deed dated 29.7.2010 executed by the 1 Defendant Ayub Baig S/o.Amanulla in favour of Smt. Bhagya, the Plaintiff.

ii) The Plaintiff / 1 Respondent has agreed to accept conveyance of 14% guntas in Sy.No.50 and 13 ½ guntas in Sy.No.51 of Sringeri Village, Sringeri Taluk, Chikmagalur District, to be conveyed by the 2nd Defendant / Appellant, indicated as Block-A in the accompanying Rough Sketch and shown in yellow colour in the rough sketch annexed to this compromise petition and bounded by:

*East : Lands in Sy. No. 53,
West : Stream,
North : Lands in Sy. Nos. 47, 48, 52
South : Lands in Sy. Nos. 50, & 51.*

iii) The Appellant / 2nd Defendant Sri H.R.Krishnamurthy Hegde has agreed to retain an extent of 13 ½ guntas in Sy.No 50 and 6 guntas in Sy.No.51 of Sringeri Village, Sringeri Taluk, Chikmagalur District, indicated as Block-B in the accompanying Rough Sketch and shown in green colour in the rough sketch annexed to this compromise petition and bounded by:

*East : Lands in Sy. No. 54
West: Stream,
North: Lands in Sy. No. 50 & 51,
South: Lands in Sy. No.54*

Thus, an extent of 28 guntas would fall to the share of the Plaintiff / Smt.Bhagya and an extent of 20 guntas would fall to the share of the 2nd Defendant / Appellant herein Sri H.R. Krishnamurthy Hegde, in the suit schedule property as more clearly and specifically shown in the Rough Sketch.



iv) The Appellant has agreed that he owns a portion of property in Sy.No.54, adjoining to Sy.No.50 and 51, which is alienated portion of land and also adjoining to the existing National Highway - NH 169. There exists a 6 meter wide buffer area wherein the Appellant herein has agreed to form a 6 meter wide kaccha road and continue the said road through Sy.No.50 and leave the said road till the property of the Plaintiff/1st Respondent herein for their movement in Sy. No. 50.

v) The Appellant/2nd Defendant undertakes to change the buffer area into road and handover the road area for road access to the Grama Panchayath if permissible v)

vi) The 1st Respondent/Plaintiff agrees to get the sale deed registered in her favour in terms of this settlement in respect of Block-A area, as clearly shown in the accompanying Rough Sketch, within three months from the date of acceptance of compromise petition by this Hon'ble Court, at her own cost.

vii) The Appellant/2nd Defendant agrees to secure 11-E Sketch with respect to Block-A area, proposed to be conveyed in favour of the Plaintiff /1st Respondent herein, to enable conveyance of the property in favour of the 1st Respondent.

viii) The Appellant/2nd Defendant and the Plaintiff/1st Respondent are put in to possession of their respective areas as shown in the Rough Sketch and in terms of this compromise petition.

ix) The parties shall bear costs of this litigation."

7. The parties are present before the Court and are duly identified by their respective counsel. A sketch is also



appended to the agreement which is also duly signed by the parties and their counsel.

8. In the above view of the matter, the appeal is ***disposed of*** in terms of the agreement arrived at between the parties.

9. A decree shall be drawn in terms of the agreement arrived at.

10. Eligible Court fee shall be refunded electronically to the appellant after proper identification by the registry. The amount of Rs.3,00,000/- (Rupees Three Lakh only) which is deposited by the appellant before this Court on 13.12.2019 shall also be refunded to the appellant electronically.

Sd/-
(ANU SIVARAMAN)
JUDGE

Sd/-
(TARA VITASTA GANJU)
JUDGE