



CNR: KAHC010114262026

NC: 2026:KHC:41977-DB
RFA No. 332 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 6TH DAY OF AUGUST, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MR. JUSTICE VENKATESH NAIK T

REGULAR FIRST APPEAL NO. 332 OF 2026 (PA/DE/IN)

BETWEEN:

1. SMT. NAGARATHNAMMA
D/O. LATE. BASAPPA,
W/O. LATE. CHANDREGOWDA,
AGED ABOUT 65 YEARS,
R/AT. NEAR GOVERNMENT SCHOOL,
S. BIDARE, S. BIDARE POST,
KADUR TALUK,
CHIKKAMAGALURU DISTRICT - 577146.

2. SMT. RATHNAMMA
D/O. LATE. BASAPPA,
W/O. GANGADHARAPPA,
AGED ABOUT 64 YEARS,
R/AT. BISALEHALLI,
HIRIYURU POST,
ARSIKERE TALUK,
HASSAN DISTRICT-573103.

...APPELLANTS

(BY SRI. THUSHANATH C V., ADVOCATE)

AND:

1. SRI. RAJASHEKAR
S/O. LATE. BASAPPA

Digitally
signed by
RAKSHA
Location:
High Court
of Karnataka



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AGED ABOUT 63 YEARS,
R/AT. BALEHALLI,
JYOTHINAGARA POST,
CHIKKAMAGALURU TALUK
AND DISTRICT - 577111.

2. SMT. SAVITHRAMMA
W/O. LATE. LOKESH
AGED ABOUT 49 YEARS

3. MEGHANA
D/O. LATE. LOKESH
AGED ABOUT 19 YEARS

RESPONDENT NO.2 AND 3 BOTH
R/AT BALEHALLI,
JYOTHINAGARA POST
CHIKKAMAGALURU TALUK
AND DISTRICT-577111.

...RESPONDENTS

(BY SMT. LAKSHMI G V., ADVOCATE)

THIS RFA IS FILED UNDER SECTION 96 OF CPC,
AGAINST THE JUDGMENT AND DECREE DATED 19.04.2023
PASSED IN OS.NO.46/2021 ON THE FILE OF THE II
ADDITIONAL SENIOR CIVIL JUDGE AND JMFC,
CHIKKAMAGALURU, PARTLY DECREERING THE SUIT FOR
DECLARATION AND PARTITION.

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



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CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE VENKATESH NAIK T

ORAL JUDGMENT

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

Heard the learned counsel appearing on either side.

2. It is submitted by both the learned counsel that the matter was referred to mediation and has been settled in mediation, pursuant to which settlement has been entered into between the parties. It is further submitted that all the parties have signed the memorandum of settlement. The relevant terms of the memorandum of settlement read as follows:

"1) The Appellants and the Respondents have amicably agreed to partition the four items of the suit schedule properties in the following manner:

ITEM NO.1 OF THE SUIT SCHEDULE PROPERTY

a) The Respondent No. 1 and Respondent Nos. 2 and 3 have mutually agreed to partition Item No. 1 of the suit schedule property, being a residential property bearing Property No. 7050/9, measuring 7,200 (Seven Thousand Two Hundred) square feet (180 feet x 40 feet), situated at Huliyaarahalli (Balehalli) Village, which is more fully described in Schedule 'A' hereunder.

b) Out of the total extent of 7,200 (Seven Thousand Two Hundred) square feet comprised in Schedule 'A' property, Respondent No. 1 has agreed to take 4,000 (Four Thousand) square feet, situated on the eastern side, towards his exclusive share. Respondent Nos. 2 and 3 have Jointly agreed to take the remaining 3,200 (Three Thousand Two Hundred) square



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feet, situated on the western side, towards their joint share. The 4,000 (Four Thousand) square feet allotted to the share of respondent No.1 comprises of two existing residential houses, each measuring 12 and 1/2 feet x 30 feet. Out of the said two residential houses, Respondent Nos. 2 and 3 are presently residing in the residential house situated on the northern side, measuring 12 and 1/2 feet x 30 feet.

c) It is agreed between Respondent No. 1 and Respondent Nos. 2 and 3 that Respondent Nos. 2 and 3 shall be entitled to continue in occupation of the said residential house for a period of one and a half (1 and 1/2) years from the date of this Agreement. Upon the expiry of the said period, Respondent Nos. 2 and 3 shall vacate the said residential house and hand over vacant, peaceful and physical possession thereof to Respondent No. 1 without any demur or objection. Such temporary occupation shall not confer upon Respondent Nos. 2 and 3 any right, title, interest, ownership, tenancy, licence, easement or any other right whatsoever in respect of the said residential house or the 4,000 square feet allotted to the share of Respondent No. 1.

d) Upon the expiry of the aforesaid period of one and a half (1 and 1/2) years, Respondent Nos. 2 and 3 shall not claim any right, title or interest whatsoever in respect of the said residential house or the portion allotted to the share of Respondent No. 1.

e) The shares allotted to Respondent No. 1 and Respondent Nos. 2 and 3 have already been surveyed by a licensed surveyor, and a survey sketch has been prepared depicting their respective portions. A copy of the said survey sketch is annexed hereto and shall form an integral part of this Agreement.

f) The Appellants shall have no right, title or interest whatsoever in Schedule 'A' property. Respondent No. 1 shall have no right, title or interest whatsoever in the 3,200 (Three Thousand Two Hundred) square feet jointly allotted to Respondent Nos. 2 and 3. Likewise, Respondent Nos. 2 and 3 shall have no right, title or interest whatsoever in the 4,000 (Four Thousand) square feet allotted to the share of Respondent No. 1. Accordingly, Respondent No. 1 and Respondent Nos. 2 and 3 shall be the absolute owners of their respective portions, as depicted in the annexed survey sketch.



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ITEM NO. 2 OF THE SUIT SCHEDULE PROPERTY

a) The Appellants and the Respondents have mutually agreed to partition Item No. 2 of the suit schedule property, being an immovable property bearing Site No. 23, situated at Huliyaarahalli Village, having a total extent of 29,250 (Twenty-Nine Thousand Two Hundred and Fifty) square feet, as per the revenue and title records, calculated as $(76 + 54) / 2 \times 450$ feet, which is more fully described in Schedule 'B' hereunder.

b) It is mutually agreed by all the parties that a 15 (Fifteen) feet wide common road, measuring 15 feet x 450 feet and having a total extent of the total extent of 6,750 (Six Thousand Seven Hundred and Fifty) square feet, out of total extent of 29,250 (Twenty-Nine Thousand Two Hundred and Fifty) square feet, shall be reserved on the northern side of the property, running from east to west, as a permanent common passage for the common use and benefit of all the parties, their legal heirs, successors, representatives and persons claiming through or under them, for the purpose of ingress and egress.

c) The parties further agree and state that, pursuant to a joint private survey conducted through licensed surveyor, it has been found that the actual extent of Site No. 23 is approximately 800 (Eight Hundred) square feet less than the extent reflected in the revenue and title records. The parties mutually acknowledge and accept the said deficiency and agree that the measurements reflected in the said joint private survey shall form the basis of this Agreement.

d) Accordingly, based on the joint private survey, after deducting the area of 6,750 (Six Thousand Seven Hundred and Fifty) square feet reserved for the common road, the balance extent of the property is approximately 21,700 (Twenty-One Thousand Seven Hundred) square feet, which shall be divided equally among the four parties, each being allotted 5,425 (Five Thousand Four Hundred and Twenty-Five) square feet. Accordingly, Appellant No. 1, Appellant No. 2, and Respondent No. 1 shall each be allotted approximately 5,425 (Five Thousand Four Hundred and Twenty-Five) square feet, and Respondent Nos. 2 and 3 shall jointly be allotted 5,425 (Five Thousand Four Hundred and Twenty-Five) square feet.

e) The parties further agree that Block No. 1 shall be allotted to Appellant No. 1, Block No. 2 to Appellant No. 2, Block No. 3 to Respondent No. 1, and Block No. 4 jointly to Respondent Nos. 2 and 3, as depicted in the survey sketch prepared by the



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licensed Surveyor, which is annexed hereto and forms an integral part of this Agreement.

f) Appellant No. 1 shall have no right, title or interest whatsoever in Blocks Nos. 2, 3 and 4. Appellant No. 2 shall have no right, title or interest whatsoever in Blocks Nos. 1, 3 and 4. Respondent No. 1 shall have no right, title or interest whatsoever in Blocks Nos. 1, 2 and 4. Respondent Nos. 2 and 3 shall jointly have no right, title or interest whatsoever in Blocks Nos. 1, 2 and 3. Accordingly, the Appellants and Respondent No. 1 and Respondent Nos. 2 and 3 shall be the absolute owners of their respective portions allotted to them, as specifically depicted in the annexed survey sketch.

ITEM NO. 3 OF THE SUIT SCHEDULE PROPERTY

a) The Appellants and the Respondents have mutually agreed to partition Item No. 3 of the suit schedule property, being an immovable property bearing Survey No. 78, measuring 2 Acres 12 Guntas (including 2 Guntas of Kharab land), situated at Balehalli Village, which is more fully described in Schedule 'C' hereunder.

b) The Appellants and the Respondents have agreed to divide the said property equally. Accordingly, out of the total extent of 2 Acres 12 Guntas (including 2 Guntas of Kharab land), each of the Appellants and Respondent No. 1 shall be allotted 0 Acre 22.08 Guntas towards his/her respective share, and Respondent Nos. 2 and 3 shall jointly be allotted 0 Acre 22.08 Guntas towards their joint share. A joint private survey has been conducted through a licensed Surveyor, and a survey sketch has been prepared depicting the respective shares. The said survey sketch is annexed hereto and shall form an integral part of this Agreement.

c) The parties have further agreed to take their respective shares in accordance with the survey sketch prepared pursuant to the joint private survey conducted through a licensed Surveyor. Accordingly, Block No. 1 is allotted to Respondent No. 1, Block No. 2 is allotted to Appellant No. 1, Block No. 3 is jointly allotted to Respondent Nos. 2 and 3, and Block No. 4 is allotted to Appellant No. 2.

d) Appellant No. 1 shall have no right, title or interest whatsoever in Blocks Nos. 1, 3 and 4. Appellant No. 2 shall have no right, title or interest whatsoever in Blocks Nos. 1, 2 and 3. Respondent No. 1 shall have no right, title or interest whatsoever in Blocks Nos. 2, 3 and 4. Respondent Nos. 2 and 3 shall jointly have no right, title or interest whatsoever in Blocks Nos. 1, 2 and 4. Accordingly, the Appellants and



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Respondent No. 1 and Respondent Nos. 2 and 3 shall be the absolute owners of the respective portions allotted to them, as specifically depicted in the annexed survey sketch.

ITEM NO. 4 OF THE SUIT SCHEDULE PROPERTY

a) The Appellants and the Respondents have mutually agreed to partition Item No. 4 of the suit schedule property, being an Immovable property bearing Survey No. 26. measuring 1 Acre 39 Guntas (including 2 Guntas of Kharab land), situated at Balehalli Village, which is more fully described in Schedule 'D' hereunder.

b) The Appellants and the Respondents have agreed to divide the said property equally. Accordingly, out of the total extent of 1 Acre 39 Guntas (including 2 Guntas of Kharab land), each of the Appellants and Respondent No. 1 shall be allotted 0 Acre 19.04 Guntas towards his/her respective share, and Respondent Nos. 2 and 3 shall jointly be allotted 0 Acre 19.04 Guntas towards their joint share. A joint private survey has been conducted through a licensed Surveyor, and a survey sketch has been prepared depicting the respective shares. The said survey sketch is annexed hereto and shall form an integral part of this Agreement.

c) The parties have further agreed to take their respective shares in accordance with the survey sketch prepared pursuant to the joint private survey conducted through a licensed Surveyor. Accordingly, Block No. 1 is allotted to Appellant No. 1, Block No. 2 is allotted to Appellant No. 2, Block No. 3 is allotted to Respondent No. 1, and Block No. 4 is jointly allotted to Respondent Nos. 2 and 3.

d) Appellant No. 1 shall have no right, title or interest whatsoever in Block Nos. 2, 3 and 4. Appellant No. 2 shall have no right, title or interest whatsoever in Block Nos. 1, 3 and 4. Respondent No. 1 shall have no right, title or interest whatsoever in Block Nos. 1, 2 and 4. Respondent Nos. 2 and 3 shall jointly have no right, title or interest whatsoever in Block Nos. 1, 2 and 3. Accordingly, the Appellants and Respondent No. 1 and Respondent Nos. 2 and 3 shall be the absolute owners of the respective portions allotted to them, as specifically depicted in the annexed survey sketch.

COMMON CLAUSES

a) All the parties agree that upon the final survey, phodi and demarcation by the jurisdictional Survey Authorities, if the aforesaid deficiency or any other variation in the extent of the



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properties is confirmed and it becomes necessary to make any adjustment, they shall accept such proportionate adjustment to their respective shares and shall make no objection whatsoever thereto.

b) All the parties agree that the four survey sketches, depicting their respective shares in all the four items of the suit schedule properties, shall be annexed to and shall form an integral part of this Agreement and parties request the court to consider such said sketch to be made as a part of decree as well.

c) The parties agree that they shall execute all applications, affidavits, declarations, deeds and other documents, and shall extend full cooperation for carrying out the survey, phodi, demarcation, mutation, khatha transfer and all consequential revenue and municipal entries necessary for giving full effect to this Agreement.

d) The parties, their legal heirs, successors, representatives or any person claiming through or under them shall hereafter raise no claim, objection or dispute in respect of any variation in measurements or the proportionate adjustments effected pursuant to the final survey, phodi and demarcation conducted by the jurisdictional Survey Authorities.

e) In the event of any breach or non-compliance with the terms of this Agreement, the aggrieved party shall be entitled to enforce the terms of this Agreement by initiating execution proceedings in accordance with law, order 21 CPC.

f) All the parties hereby relinquish and give up their rights under the judgment and decree dated 19.03.2023 passed by the Hon'ble II Addl. Senior Civil Judge and JMFC at Chikkamagaluru and agree to be bound by, and abide by, the terms and conditions of this Agreement."

3. All the parties are present and are identified by their respective counsel. It is submitted that they have entered into the settlement of their own free will and volition and that



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the appeal may be disposed of in terms of the settlement entered into between them.

4. The mediation report as well as the memorandum of settlement are taken on record and accepted. The appeal is accordingly ***disposed of*** in terms of the settlement entered into between the parties.

5. The sketch produced along with the memorandum of settlement shall be treated as part of the agreement and shall form an appendix to the decree.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(VENKATESH NAIK T)
JUDGE**

AM
List No.: 4 Sl No.: 6