



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 12TH DAY OF MAY, 2026

BEFORE

THE HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

REGULAR SECOND APPEAL NO. 1695 OF 2018 (DEC/INJ)
C/W

REGULAR SECOND APPEAL NO. 1491 OF 2018(DEC/INJ)

IN RSA No. 1695/2018

BETWEEN:

SRI B MAHADEVIAH
S/O LATE BASAPPA,
AGED ABOUT 67 YEARS,
R/AT GANIGARA PALYA,
THALAGHATTAPURA POST,
BANGALORE SOUTH TALUK,
BENGALURU-560 062.

...APPELLANT

(BY SRI. R.S.SUBRAMANYA KOUSHIK, ADVOCATE)

AND:

1. SMT ROOPA JAGADEESH
W/O JAGADEESH,
AGED ABOUT 60 YEARS,
2. JAGADEESH
S/O LATE B MUNISWAMY MUDALIYAR,
AGED ABOUT 68 YEARS,

BOTH ARE R/AT GAUTHAM FIRM,
SY NO.57/1A, 57/2M,
THALAGHATTAPURA VILLAGE AND POST,
UTTARAHALLI HOBLI,
BANGALORE SOUTH TALUK,
BANGALORE-560 062.

...RESPONDENTS

(BY SMT. D. BHUVANESHWAWRI, ADVOCATE)

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by CHANDANA
B M

Location: High
Court of
Karnataka



NC: 2026:KHC:24721
RSA No. 1695 of 2018
C/W RSA No. 1491 of 2018

THIS RSA IS FILED UNDER SEC.100 OF CPC, AGAINST THE JUDGMENT AND DECREE DTD 23.02.2018 PASSED IN RA.NO.77/2015, ON THE FILE OF THE IX ADDL.DISTRICT AND SESSIONS JUDGE, BENGALURU RURAL DISTRICT, BENGALURU, DISMISSING THE APPEAL AND CONFIRMING THE JUDGMENT AND DECREE DATED 24.04.2015 PASSED IN OS.NO.437/2004 ON THE FILE OF THE I ADDL.SENIOR CIVIL JUDGE, BANGALORE RURAL DISTRICT BANGALORE.

IN RSA NO. 1491/2018

BETWEEN:

1. SMT SARVAMMA
AGED ABOUT 52 YEARS
W/O B MAHADEVAIAH
2. SMT BHARATI
AGED ABOUT 34 YEARS
W/O SRI BYRAIAH
3. G M CHETHAN
AGED ABOUT 32 YEARS
S/O B MAHADEVAIAH
4. SMT G M HEMAVATHI
AGED ABOUT 31 YEARS
W/O SRI GIRISH

ALL ARE RESIDING AT
GANIGARAPALYA,
THALLAGHATAPURA POST,
UTTARAHALLI HOBLI,
BANGALORE SOUTH TALUK
BANGALORE- 560109

...APPELLANTS

(BY SRI. A. SAMPATH, ADVOCATE)

AND:



NC: 2026:KHC:24721
RSA No. 1695 of 2018
C/W RSA No. 1491 of 2018

1. B MAHADEVIAIAH
AGED ABOUT 68 YEARS
S/O LATE BASAPPA
R/AT GANIGARAPALAY
THALLAGHATTAPURA POST,
UTTARAHALLI HOBLI,
BANGALORE SOUTH TALUK
BANGALORE – 560 109.

2. SMT ROOPA JAGADEESH
AGED ABOUT 60 YEARS
W/O JAGADEESH

3. SRI JAGADEESH
AGED ABOUT 68 YEARS
S/O MUNISWAMY MUDALIAR

R-2 & R-3 ARE
R/AT GUATHAM FARM SY NO 57/1A,
57/2, THALAGHATTAPURA VILLAGE AND
POST UTTARAHALLI HOBLI,
BANGALORE SOUTH TALUK
BANGALORE - 560109

...RESPONDENTS

(BY SRI. R.S.SUBRAMANYA Koushik, ADVOCATE FOR R-1
SMT. D. BHUVANESHARI, ADVOCATE FOR R-2 & R-3)

THIS RSA IS FILED UNDER SEC.100 OF CPC, AGAINST THE
JUDGMENT AND DECREE DTD 23.02.2018 PASSED IN RA.NO.95/2015, ON
THE FILE OF THE IX ADDL.DISTRICT AND SESSIONS JUDGE,
BENGALURU RURAL DISTRICT, BENGALURU, DISMISSING THE APPEAL
AND CONFIRMING THE JUDGMENT AND DECREE DATED 24.04.2015
PASSED IN OS.NO.1035/2005 ON THE FILE OF THE I ADDL.SENIOR CIVIL
JUDGE, BANGALORE RURAL DISTRICT, BANGALORE.

THESE APPEALS COMING ON FOR HEARING, THIS DAY,
JUDGMENT WAS DELIVERED THEREIN AS UNDER:



CORAM: HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

ORAL JUDGMENT

Both these appeals are preferred by the appellants against the judgment and decree dated 23.02.2018 passed by the First Appellate Court in R.A.No.77/2015 C/w. R.A.No.95/2015, whereby the First Appellate Court dismissed both the appeals and confirmed the judgment and decree dated 24.04.2015 passed by the Trial Court in O.S.No.437/2004 and O.S.No.1035/2005, whereby the said suits were dismissed by the Trial Court.

2. Learned counsel for the appellants and respondents in both the appeals submitted that they have amicably settled the dispute between themselves and have filed a Compromise Petition dated 30.04.2026, which reads as under:

***“COMPROMISE PETITION UNDER ORDER XXIII
RULE 3 OF THE CODE OF CIVIL PROCEDURE, 1908***

*The Appellants and the Respondents above named
beg to submit as hereunder:*

*1. For the sake of convenience and brevity, the
parties to this Compromise Petition are referred to
hereinafter as they were arrayed before the Trial Court,
namely the Plaintiff (being the Appellant in the second*



appeal) and the Defendants (being the Respondents in the second appeal).

2. The Plaintiff had filed a suit in O.S. No. 437/2004 before the Court of the I Additional Senior Civil Judge, Bangalore Rural District, Bangalore on 15.04.2004, seeking the following reliefs:

i. Declaring that the Plaintiff is the absolute owner of the Suit Schedule Property having all right, title, possession and interest over the same;

ii. Declaring that the Sale Deed dated 01.10.2003 executed by Defendant No. 1 as the general power of attorney holder of the Plaintiff in respect of an extent of 37.08 Guntas of land out of the suit schedule property in favour of Defendant No. 2 and the Sale Deed dated 01.10.2003 executed by Defendant No. 2 as the general power of attorney holder of the Plaintiff in favour of Defendant No. 1 to an extent of 04.08 Guntas out of the Suit Schedule Property which are registered in the office of the Sub-Registrar, Kengeri as Document Nos. 17020/2003-04 and 17024/2003-4, are illegal, fraudulent, collusive and sham documents and the same are not binding on the Plaintiff in any manner;

iii. Perpetual injunction restraining the Defendants, their men, servants, agents and all persons claiming through or under them from interfering with the peaceful possession and enjoyment of the Plaintiff over the suit schedule property;

iv. Such other relief(s) as this Hon'ble Court may deem fit and proper in the interest of Justice and equity.

3. The case of the Plaintiff before the Trial Court was that the suit schedule property, being land bearing Survey



No. 58. Khata No. 105, measuring an extent of 1 Acre out of 1 Acre 11 Guntas, situated at Thalaghattapura Village, Uttarahalli Hobli, Bengaluru South Taluk, was originally Inam land attached to Basaveshwara Temple, Thalaghattapura Village.

4. After coming into force of the Inam Abolition Act, the Plaintiff had filed an application before the Land Tribunal and the Plaintiff got occupancy rights over the suit schedule property by virtue of the order dated 28.06.1982 passed by the Land Tribunal.

5. The Plaintiff's case was that initially the total extent of the property bearing Survey No. 58 was 1 Acre 11 Guntas, out of which, the Government acquired an extent of 9 Guntas for the purpose of installation of Cauvery Water Pipeline. Again the Government acquired another 2 Guntas for the purpose of installation of IV Stage of Cauvery Pipeline.

6. It was the case of the Plaintiff that during the year 1995, there was a proposal for acquisition of the schedule property by the Government of Karnataka. The Plaintiff approached Defendant No. 2, who was a well-wisher and good friend of the Plaintiff, and expressed his innocence with regard to the acquisition proceedings and requested Defendant No. 2 to help in the matter.

7. The Plaintiff executed a General Power of Attorney dated 11.12.1995 (registered as Document No. 577/1995-96 in Book IV, Addl. Volume No. 56 at pages 188 to 190 in



the office of the Sub-Registrar, Kengeri) in favour of Defendant No. 1 in respect of a portion of the suit schedule property with power to sell the same.

8. The Plaintiff executed a General Power of Attorney dated 30.03.1995 (registered as Document No. 149/1995-96 in Book IV. Addl. Volume No. 50 at pages 120 to 121 in the office of the Sub-Registrar, Kengeri) in favour of Defendant No. 2 in respect of a portion of the suit schedule property with power to sell the same.

9. The Plaintiff had unilaterally executed a registered cancellation deed dated 22.09.2003 cancelling the General Power of Attorney dated 11.12.1995 (registered as Document No. 224/2003-04 in Book III in the office of the Sub-Registrar, Kengeri).

10. Pursuant to the summons issued by the Trial Court. Defendants No. 1 and 2 entered appearance through their counsel and filed their detailed written statement. The Defendants while admitting that the Plaintiff was the absolute owner of the suit schedule property on the strength of occupancy rights granted by the Land Tribunal, contended that the Defendants were in possession and enjoyment of the suit schedule property from the year 1995.

11. The Defendants contended that the Plaintiff approached the Defendants in the year 1995 with an offer to sell the suit schedule property in their favour. Defendant No. 2, being a professional land developer, agreed to purchase the property.



12. *The Trial Court, by Common Judgment and Decree dated 24.04.2015 passed in O.S. No. 437/2004, dismissed the suit filed by the Plaintiff.*

13. *Being aggrieved by the said Judgment and Decree dated 24.04.2015, the Plaintiff preferred an appeal in R.A. No. 77/2015 before the Court of the IX Additional District and Sessions Judge, Bengaluru Rural District, Bengaluru.*

14. *The Lower Appellate Court, by Judgment and Order dated 23.02.2018 passed in R.A. No. 77/2015, dismissed the appeal preferred by the Plaintiff and thereby confirmed the Judgment and Decree dated 24.04.2015 passed by the Trial Court in O.S. No. 437/2004.*

15. *Being aggrieved by the concurrent judgments and decrees of the Courts below, the Plaintiff preferred a Regular Second Appeal in R.S.A. No. 1695/2018 before this Hon'ble High Court of Karnataka at Bengaluru under Section 100 of the Code of Civil Procedure.*

16. *During the pendency of the aforesaid Regular Second Appeal before this Hon'ble Court, the parties have negotiated the matter and have mutually arrived at an amicable settlement with a view to resolving all disputes between them finally and conclusively and to avoid protracted litigation. The parties have agreed to put an end to all disputes and differences between them in respect of*



the suit schedule property and to settle the matter on the terms and conditions set out hereinbelow.

17. The parties hereby submit the following terms of compromise and settlement arrived at between them voluntarily, after obtaining independent legal advice, and with a view to bringing the litigation to an end and resolving all disputes finally and amicably. The parties submit that the terms of this compromise have been arrived at after due negotiations and deliberations and represent the true intention and agreement of the parties. The parties confirm that they have entered into this compromise with full knowledge and understanding of their respective rights, obligations and the legal consequences of the settlement.

18. The Plaintiff acknowledges and confirms that the General Power of Attorney dated 11.12.1995 executed by the Plaintiff in favour of Defendant No. 1 was validly executed pursuant to the agreement of sale entered for sale of the property and for a consideration and hence, the same was coupled with interest and was irrevocable and empowered Defendant No. 1 with unfettered right to execute the Sale Deeds dated 01.10.2003 in favour of Defendant No. 2 in respect of the suit schedule property or portion thereof and the Defendant No. 2 was put in physical possession of the schedule property.

19. The Plaintiff acknowledges and confirms that the General Power of Attorney dated 30.03.1995 executed by the Plaintiff in favour of Defendant No. 2 was validly



executed pursuant to the agreement of sale entered for sale of the property and for a consideration and hence, the same was coupled with interest and was irrevocable and empowered Defendant No. 2 with unfettered right to execute the Sale Deed dated 01.10.2003 in favour of Defendant No. 1 in respect of the suit schedule property or portion thereof and the Defendant No. 1 was put in physical possession of the schedule property.

20. The Plaintiff acknowledges that any cancellation deed or document purporting to cancel the General Power of Attorney dated 11.12.1995, including the cancellation deed dated 22.09.2003, was ineffective and did not have the effect of cancelling or revoking the General Power of Attorney dated 11.12.1995 and did not in any manner affect the validity, legality or enforceability of the sale deeds dated 01.10.2003 executed pursuant to the said General Power of Attorney.

21. The Defendant No. 1 case was that initially the total extent of the property bearing Sy. No. 58, was 1 Acre 11 Guntas, out of which the Government has acquired 09 Guntas for the purpose of installing by cauvery water pipelines. Again another 02 Guntas of land in Sy. No. 58 has acquired by government for the purpose of installation of IV Stage of Cauvery Pipeline. The Plaintiff, through his power of attorney holders, conveyed the remaining portion of Survey No. 58 which is entire suit schedule property measuring 1 acre, which includes 1 gunta of kharab land. The Plaintiff confirms that his entire holding in Survey No.



58. i.e., suit schedule property has been conveyed to Defendant Nos. 1 and 2 and thereby he has exhausted his all his right, title, interest in Survey No. 58 and hence, has not retained any portion in the said Survey No. 58.

22. The Plaintiff unequivocally admits, acknowledges and confirms that he does not have any right, title, interest, claim or concern of whatsoever nature over the suit schedule property described hereinbelow and that Defendants No. 1 and 2 are the absolute owners of the suit schedule property and on the date of execution of the Agreement of sale dated 01/10/2003, the Defendants No. 1 and 2 were put in physical possession of the suit schedule property, and they are in enjoyment and ownership of the suit schedule property and shall be entitled to continue to be in possession and enjoyment of the suit schedule property in all respects.

23. The Plaintiff acknowledges and confirms that the sale deed dated 01.10.2003 executed by Defendant No. 1 in her capacity as attorney holder of the Plaintiff in favour of Defendant No. 2 in respect of an extent of 37.08 Guntas of land out of the suit schedule property and registered as Document No. 10720/2003 in Book I in the office of the Sub-Registrar, Kengeri, read with General Power of Attorney dated 11.12.1995 (registered as Document No. 577/1995-96 in Book IV in the Office of the Sub-Registrar, Kengeri) is valid, legal, binding and enforceable and confers absolute, valid and indefeasible title and ownership upon



Defendant No. 2 in respect of the said extent of 37.08 Guntas of land forming part of the suit schedule property.

24. The Plaintiff acknowledges receipt of full sale consideration and confirms that the Sale Deeds dated 01.10.2003 executed by Defendant No. 2 in his capacity as attorney holder of the Plaintiff in favour of Defendant No. 1 in respect of an extent of 4.08 Guntas of land out of the suit schedule property and registered as Document No. 10724/2003 in Book I in the office of the Sub-Registrar, Kengeri, read with General Power of Attorney dated 30.03.1995 (registered on 28.04.1995 as Document No. 149/1995-96 in Book IV in the Office of the Sub-Registrar, Kengeri) is valid, legal, binding and enforceable and confers absolute, valid and indefeasible title and ownership upon Defendant No. 1 in respect of the said extent of 04.08 Guntas of land forming part of the suit schedule property.

25. The Plaintiff acknowledges and confirms that Defendants No. 1 and 2, being the absolute owners of the suit schedule property or portions thereof respectively, have full and absolute right, title, interest and ownership over the suit schedule property and have full and absolute right to deal with, alienate, encumber, transfer, mortgage, lease, license, develop, partition, divide, sub-divide or otherwise dispose of the suit schedule property or any part thereof in any manner they deem fit without any objection, interference, claim or demand from the Plaintiff or any



person claiming through or under the Plaintiff in any manner whatsoever.

26. The Plaintiff acknowledges that the revenue records and mutation entries in the revenue records have been validly entered and mutated in the names of Defendants No. 1 and 2 in respect of the suit schedule property or portions thereof respectively pursuant to the registered Sale Deeds dated 01.10.2003 referred above, and the Plaintiff confirms that he has no objection to the said mutation entries and revenue records standing in the names of Defendants No. 1 and 2.

27. The Plaintiff acknowledges and confirms that the Defendants No. 1 and 2 are in actual, physical, peaceful, continuous and exclusive possession and enjoyment of their respective portions in the suit schedule property and that the Plaintiff has no right, title, interest, possession, claim or concern of whatsoever nature over the suit schedule property.

28. The Plaintiff acknowledges and confirms that all allegations, claims and contentions made by the Plaintiff in the plaint filed in O.S. No. 437/2004 and in the memorandum of appeals filed in R.A. No. 77/2015 and R.S.A. No. 1695/2018 with regard to fraud, misrepresentation, undue influence, coercion, collusion or illegality in respect of the execution of the General Power of Attorney dated 11.12.1995 and 30.03.1995, the two Sale Deeds both dated 01.10.2003 referred above or any other



documents executed by the Plaintiff in favour of the Defendants are false, baseless, unfounded and incorrect and the Plaintiff withdraws and abandons all such allegations, claims and contentions unconditionally and unequivocally.

29. Upon execution of this Compromise Petition and its filing before this Hon'ble Court, the entries relating to the injunction, as recorded in the RTC concerning the suit schedule property ie., Survey No.58 of Thalaghattapura, shall stand deleted. The Defendants shall be at liberty to approach the concerned authorities for deletion of the injunction entries and all related litigation details from the RTC in respect of Survey No. 58, Thalghattapura, and the Plaintiff has no objection to such deletion. The Plaintiff further confirms that the extent of 8 Guntas in Survey No. 58, which continues to be reflected in his name, represents the portion of land acquired by the Government for installation of the BWSSB pipeline and resultantly, Plaintiff has no objection to the deletion of his name from the Phani and other revenue records in respect of the said extent of 8 Guntas.

30. The Plaintiff hereby unconditionally withdraws all his claims for declaration of title and ownership over the suit schedule property and acknowledges that he is not entitled to any declaration of title, ownership, right, interest or possession over the suit schedule property in any manner whatsoever and admits and acknowledges that the



Defendants No. 1 and 2 are the absolute owners of the suit schedule property or portions thereof respectively.

31. The Plaintiff hereby unconditionally withdraws his claim for declaration that the two Sale Deeds both dated 01.10.2003 referred to above are illegal, fraudulent, collusive and sham documents and not binding on the Plaintiff, and the Plaintiff acknowledges and confirms that the said sale deeds are valid, legal, binding and enforceable and confer absolute, valid and indefeasible title and ownership upon Defendants No. 1 and 2 respectively.

32. The Plaintiff hereby unconditionally withdraws all his claims for perpetual injunction restraining the Defendants from interfering with the peaceful possession and enjoyment of the Plaintiff over the suit schedule property and acknowledges that he has no right to possession or enjoyment of the suit schedule property and that Defendants No. 1 and 2 pursuant to sale of the suit schedule property are entitled to exclusive possession and enjoyment of the suit schedule property or portions thereof respectively without any interference from the Plaintiff in any manner whatsoever.

33. The Plaintiff hereby unconditionally withdraws all claims, demands, rights, reliefs, prayers and contentions made or sought in the plaint in O.S. No. 437/2004, in the memorandum of appeal in R.A. No. 77/2015 and in the memorandum of appeal in R.S.A. No. 1695/2018 and gives up all such claims, demands, rights, reliefs, prayers and



contentions unconditionally and unequivocally in favour of Defendants No. 1 and

34. In consideration of the Plaintiff's acknowledgment of the Defendants' absolute rights, title, interest and ownership over the suit schedule property and the withdrawal of all claims, demands and reliefs sought in the suit and the appeals, the Defendants have agreed to pay to the Plaintiff, and the Plaintiff has agreed to accept from the Defendants, a sum of Rs.55,00,000/- (Rupees Fifty Five Lakhs Only), towards full and final settlement of all his claims

35. The aforesaid sum of Rs.55,00,000/- (Rupees Fifty Five Lakhs Only), is paid by the Defendants (through their suit schedule property intending purchaser Mr. B. H. Mahalingappa Son of Late Huchegowda) to the Plaintiffs as follows:

i. Rs.30,00,000/- (Rupees Thirty Lakhs Only) by way of a Demand Draft bearing No. 062954 dated 29/04/2026 drawn on Kotak Mahindra Bank, Chamrajpet Branch Bangalore in favour of Sri B Mahadevaiah.

ii. Rs.23,75,000/- (Rupees Twenty Three Lakhs Seventy Five Thousand Only) by way of a Demand Draft bearing No. 062954 dated 29/04/2026 drawn on Kotak Mahindra Bank, Chamrajpet Branch Bangalore in favour of Sri Mahadevalah.

iii. Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) toward Tax Deducted at Source Vide challan No: 45107 dated 28/04/2026, drawn on State Bank of India.



36. That during pendency of the above said RSA one Mr. B H Mahalingappa Son of late Huchegowda has express his willingness to purchase the suit schedule property from the defend No. 1 and 2 / respond No. 1 and 2. In order to facilitate an amicable settlement between the plaintiff / appellant and the defendant No. 1 and 2 / respond No. 1 and 2 to this appeal in order to avoid further litigation and multiplicity of proceedings. The said Mr. B H Mahalingappa has agreed to pay an settle a Sum of Rs.55,00,000/- (Rupees Fifty Five Lakhs Only) to the plaintiff / appellant on behalf of and at the instructions of defendant No. 1 and 2 / respondent No. 1 and 2. The Plaintiff acknowledges and confirms that the aforesaid payment of Rs.55,00,000/- (Rupees Fifty Five Lakhs Only) by the Defendants (through their suit schedule property intending purchaser Mr. B. H. Mahalingappa Son of Late Huchegowda) to the Plaintiff is made by the Defendants purely on a without prejudice basis and for the purpose of amicable resolution / settlement of the disputes and differences between the parties, and does not constitute or imply any admission or acknowledgment by the Defendants that the Plaintiff had any legal right, title, interest, claim or entitlement over the suit schedule property or in respect thereof, and in any event accepts and acknowledges the said amount towards full and final settlement of all claims, demands, disputes and differences between the parties in respect of the suit schedule property and all matters relating thereto. The Plaintiff acknowledges that the said payment is



being made by the Defendants purely as a gesture of goodwill and for the purpose of bringing the litigation to an amicable end, notwithstanding that the Plaintiff has no legal right, title, interest, claim or entitlement over the suit schedule property.

37. The Plaintiff / appellants hereby acknowledges the receipt of afore mentioned a Sum of Rs.55,00,000/- (Rupees Fifty Five Lakhs Only) from Mr. B H Mahalingappa by way of above mentioned Demand Drafts on behalf of the defendants No. 1 and 2 / respondents No. 1 and 2, has full and final settlement of all claims. The Plaintiff / appellants declares and covenants that he has no further rights, title, interest and claim of any nature whatsoever over the suit schedule property. The parties hereby confirm that upon the execution of this Compromise Petition and upon the receipt by the plaintiff of the aforesaid sum of Rs.55,00,000/- (Rupees Fifty Five Lakhs Only) from the Defendants (through their suit schedule property intending purchaser Mr. B. H. Mahalingappa Son of Late Huchegowda), all disputes, differences, claims, demands, suits, proceedings, appeals and contentions schedule property intending purchaser Mr. B. H. Mahalingappa Son of Late Huchegowda). between the parties in respect of the suit schedule property and all matters relating thereto stand fully, finally and irrevocably resolved, settled and concluded, and the parties shall have no further claims, demands, disputes differences against each other in respect of the suit schedule property and all matters relating thereto.



38. The Plaintiff hereby gives a full and final release and discharge to Defendants No. 1 and 2 and unconditionally confirms that he has no further claims, demands, disputes, differences, suits, proceedings, actions or contentions against Defendants No. 1 and 2 in respect of the suit schedule property, the two Sale Deeds both dated 01.10.2003, the General Power of Attorneys dated 11.12.1995 and 30.03.1995, the Cancellation Deed dated 22.09.2003 or any other matter relating to the suit schedule property or connected therewith in any manner whatsoever.

39. The Plaintiff hereby unconditionally undertakes and confirms that he shall not raise or make any claim, demand, dispute, difference, suit, proceeding, action or contention against Defendants No. 1 and 2 or against any person claiming through or under Defendants No. 1 and 2 in respect of the suit schedule property or any part thereof or in respect of any matter relating to the suit schedule property or connected therewith in any manner whatsoever at any time in future.

40. The Plaintiff or any person/s claiming through him hereby unconditionally undertakes that he shall not in any manner whatsoever interfere with or disturb or obstruct the peaceful possession, enjoyment, use, occupation, development, alienation, transfer, encumbrance or disposal of the suit schedule property or any part thereof by Defendants No. 1 and 2 or by any person claiming through



or under Defendants No. 1 and 2, and the Plaintiff shall not make or raise any objection, claim, demand or contention in respect of any act or deed done or to be done by Defendants No. 1 and 2 or by any person claiming through or under Defendants No. 1 and 2 in respect of the suit schedule property or any part thereof.

41. The Defendants No. 1 and 2 hereby give full and final release and discharge to the Plaintiff in respect of all claims, demands, disputes, differences, suits, proceedings, actions and contentions relating to the suit schedule property and all matters connected therewith. and Defendants No. 1 and 2 confirm that they shall not raise or make any claim, demand or contention against the Plaintiff in respect of the suit schedule property or any matter relating thereto at any time in future.

42. The Plaintiff hereby unconditionally undertakes to indemnify and keep indemnified Defendants No. 1 and 2 and their heirs, legal representatives, successors, executors, administrators and assigns against all claims, demands, actions, suits, proceedings, costs. charges, expenses, losses and damages which may be made or brought against Defendants No. 1 and 2 or which Defendants No. 1 and 2 may suffer or incur by reason of any breach or non-performance of any of the terms of this compromise or by reason of any claim or demand made by the Plaintiff or any person claiming through or under the



Plaintiff in respect of the suit schedule property or any matter relating thereto.

43. The parties submit that this compromise has been entered into voluntarily, after obtaining independent legal advice, without any coercion, undue influence, fraud, misrepresentation or duress, and with full knowledge and understanding of the terms hereof and the consequences thereof. The parties confirm that they have read and understood all the terms and conditions of this compromise and have agreed to the same freely, voluntarily and with their full and informed consent.

44. The Plaintiff, Sri Mahadevaiah, hereby releases all his rights, title, and interest in respect of Survey No. 58 of Thalghattapura upon receipt of the amounts mentioned herein. Henceforth, the Plaintiff shall not raise any future claims against Defendant No. 1, Smt. Roopa Jagadish or Defendant No. 2, Sri B. M. Jagadish, or their respective successors in title.

45. The parties confirm that the terms of this compromise represent the true intention and agreement of the parties and constitute a full and final resolution of all disputes, differences, claims and contentions between the parties in respect of the suit schedule property and all matters relating thereto.

46. The parties request this Hon'ble Court to be pleased to record this compromise and to pass a decree in



terms of this Compromise Petition in the interest of justice and equity.

SUIT SCHEDULE PROPERTY

All that piece and parcel of the land bearing Sy. No. 58, measuring and extent of 01 Acre including Kharab of one gunta, situated at Thalaghattapura Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore District, and bounded on:

East by: Water supply Line;

West by: Property belonging to Defendant No. 1;

North by: Property belonging to Venkatappa;

South by: Property belonging to Puttarevanna.

WHEREFORE, it is most respectfully prayed that this Hon'ble Court be pleased to:

- 1. Take the above compromise on record and pass a Decree in terms of this Compromise Petition;*
- 2. Pass such other order(s) as this Hon'ble Court may deem fit and proper in the interest of justice and equity."*

3. Both parties and their respective counsel are present before the Court and have been identified by their respective counsel. Both parties have duly signed the compromise petition by accepting the terms of the aforesaid compromise petition.



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C/W RSA No. 1491 of 2018

4. In view of the aforesaid settlement arrived at between the parties, the appeals stand disposed of in terms of the Memorandum of Compromise Petition.

5. In view of the above, I pass the following:

ORDER

(i) The appeals are disposed of in terms of the Memorandum of Compromise Petition filed under Order XXIII Rule 3 of CPC.

(ii) The impugned judgment and decree dated 23.02.2018 passed by the First Appellate Court in R.A.No.77/2015 C/w. R.A.No.95/2015 and the impugned judgment and decree dated 24.04.2015 passed by the Trial Court in O.S.No.437/2004 and O.S.No.1035/2005 are hereby modified in terms of the aforesaid Compromise Petition.

(iii) Registry is directed to draw up decree accordingly.

(iv) The Registry of this Court is directed to refund the entire Court Fee paid on the memorandum of appeals back to the appellants.

Sd/-
(S.R.KRISHNA KUMAR)
JUDGE