



NC: 2026:KHC:45019
RFA No. 185 of 2010

CNR: KAHC010151012010

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 20TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.G.S. KAMAL

REGULAR FIRST APPEAL NO. 185 OF 2010 (DEC)

BETWEEN:

RAMESH K,
S/O LATE R. KRISHNEGOWDA,
AGED ABOUT 49 YEARS,
R/O NO.911, T. DASARAHALLI,
TUMKUR ROAD,
BANGALORE – 560 057.

...APPELLANT

(BY SRI. K.V.NARASIMHAN, ADVOCATE)

AND:

1. SMT. SUMITHRA RANGASWAMY,
W/O LATE V.M. RANGASWAMY,
AGED ABOUT 64 YEARS,
R/O NO.910, T. DASARAHALLI,
TUMKUR ROAD,
BANGALORE – 560 057.

2. SRI. V.M. RANGASWAMY
SINCE DEAD BY HIS LRS

(a) SMT. SANDHYA,
D/O LATE RANGASWAMY,
MAJOR, R/O NO.126,
RAILWAY PARALLEL ROAD,
KUMARA PARK WEST,



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BANGALORE – 560 020.

- (b) SRI. PARTHASARATHI,
S/O LATE V.M. RANGASWAMY,
MAJOR, R/O NO.910, T. DASARAHALLI,
TUMKUR ROAD, BANGALORE – 560 057.
3. SMT. SHOBHA R @ SHOBHITHA,
D/O LATE V.M. RANGASWAMY,
MAJOR, R/O NO.910, T.DASARAHALLI,
TUMKUR ROAD, BANGALORE - 560 057.
4. SMT.GANGAMMA,
W/O NOT KNOWN,
MAJOR,R/O NO.910, T. DASARAHALLI,
TUMKUR ROAD, BANGALORE – 560 057.

...RESPONDENTS

(BY SRI.HARIKRISHNA K.A., ADVOCATE FOR R2(a & b);
R4 SERVED VIDE ORDER DATED 13.09.2021;
R1 DEAD VIDE ORDER DATED 17.02.2011;
R2(a & b) AND R3 ARE LR'S OF DECEASED R1;
SRI.SUYOG HERELE E., ADVOCATE FOR R3)

THIS RFA IS FILED U/S 96 OF CPC., AGAINST THE
JUDGMENT AND DECREE DATED 22.12.2009 PASSED IN
OS.NO.8069/2000 ON THE FILE OF THE 17TH ADDL. CIVIL
JUDGE (CCH 16), BANGALORE, DISMISSING THE SUIT FOR
DECLARATION & PERMANENT INJUNCTION.

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

CORAM: HON'BLE MR. JUSTICE M.G.S. KAMAL



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ORAL JUDGMENT

This appeal is filed by appellant-plaintiff against the judgment and decree dated 22.12.2009 passed in OS No. 8069/2000 on the file of XVII Additional City Civil Court, Bengaluru.

2. Parties have filed an application under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, reporting compromise entered into between them. The terms of compromise reads as under:

- 1. The appellant herein had filed a suit in OS.No.8069/2000 on the file of the learned XVII Addl. City Civil Judge, Bangalore seeking for the relief of declaration of title and permanent injunction concerning the suit property. The said suit having been dismissed, above appeal has been filed by the plaintiff.*
- 2. With the intervention of the elders and well-wishers, the parties have settled the matter on the following terms:*
 - A. The respondents concede to the right, title and interest of the appellant over the property described more fully in the schedule to this compromise petition and hereinafter referred to*



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as Schedule Property and undertake that they would not interfere with his peaceful possession and enjoyment of the schedule property. All standing structures therein shall belong to appellant absolutely and no claim whatsoever shall be made by the respondents. Further, the respondent assures the appellant that they have not created any encumbrance or third party interest over the schedule property.

B.The appellant shall pay a sum of Rs.1,44,00,000/- (Rupees One Crore Forty Four lakhs only) to the respondents within a period of three (3) months from the date of this compromise. The said amount shall be remitted to the bank account of Respondent No.3, bearing account No.73950100000700, maintained with Bank of Baroda, Sankey Road Branch, IFSC Code BARBOVJSANK. Respondent Nos.2(a) and 2(b) expressly acknowledge and agree that the payment of the aforesaid amount into the said bank account of respondent No.3 shall constitute full and valid discharge of the appellant's payment obligation towards respondent Nos.2(a) and 2(b) as well.

C. The 1st respondent and 2nd respondent are no more. Respondent No.2(a) Smt. Sandhya and Respondent No.2(b)-Sri. Partha Rangaswamy have been brought on record as legal representatives of said respondents.



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Since respondent No.2(b) is presently not available, he shall execute a General Power of Attorney in favor of respondent No.3 affirming and confirming the terms of this compromise within one month from today. If the same is not done, this compromise shall lapse and suit shall stand decreed. An E-mail sent by respondent No.2(b) confirming his acceptance of the compromise to respondent No.3 is enclosed herewith.

D. The sale deed in favor of respondent No.3 dated 26.05.1997 marked as Ex.D27 shall stand cancelled and appropriate entries in the records of the sub-registrar be made accordingly. The appellant shall be entitled to get the khatha concerning the Schedule Property exclusively to his name and enjoy the same as its absolute owner.

3. This compromise is entered into between the parties out of their own volition without there being any threat or coercion fraud or undue influence."

3. Appellant is present. Respondent No.2(a)- Smt. Sandhya and respondent No.3-Smt. Shobha R also known as Shobhitha are personally present. Respondent No.2(b)- Sri.Parthasarathi has apparently communicated his satisfaction to the terms of the compromise through



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e-mail. He is also represented by respondent No.2(a)-
Smt. Sandhya.

4. The parties have expressed their satisfaction
with regard to the terms of settlement.

5. Compromise does not seem to be contrary to
law. Accordingly, the same is taken on record and the
Regular First Appeal is ***disposed of*** in terms of the
aforesaid compromise and the judgment and decree
dated 22.12.2009 passed in OS No.8069/2000 on the file
of XVII Additional City Civil Court, Bengaluru, is set aside.

6. Registry to draw decree accordingly.

7. Registry is also directed to refund the
permissible Court fee to the appellant.

SD/-
(M.G.S. KAMAL)
JUDGE

SSD
List No.: 1 Sl No.: 1