



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. 643 OF 2026 (PAR)

BETWEEN:

1. SRI. R GURULINGAPPA
SINCE DEAD BY LRS,
- 1(a) B.M.MANJULA,
W/O LATE R.GURULINGAPPA,
AGED ABOUT 53 YEARS,
- 1(b) SMT. PREETHI ALIAS PRIYANKA .G
D/O LATE R.GURULINGAPPA,
AGED ABOUT 33 YEARS,
- 1(c) SHRI. MADHU ALIAS THEJAS.G,
S/O LATE R.GURULINGAPPA,
AGED ABOUT 30 YEARS,
2. SHRI. B.R.NARAYANAPPA ALIAS
NARAYAN.R S/O LATE G RADAPPA,
AGED ABOUT 62 YEARS,
3. SMT.SARAWATHI,
W/O LATE SHIVALINGAPPA,
AGED ABOUT 59 YEARS,



4. SMT. RAMYA.S. MYLAR,
D/O LATE SHIVALINGAPPA,
AGED ABOUT 41 YEARS,
REPRESENTED HEREIN BY HER MOTHER
AND G.P.A HOLDER,
SMT. SARASWATHI
5. SHRI. RAVI S.MYLAR,
S/O. LATE SHIVALINGAPPA,
AGED ABOUT 39 YEARS,
6. SMT. G.M.VEDAVATHI,
W/O LATE C.PUTTARAJU,
AGED ABOUT 56 YEARS,
7. SHRI. TILAK P MYLAR ALIAS THILAK,
S/O LATE C.PUTTARAJU,
AGED ABOUT 35 YEARS,
8. SRI. TARUN. P.MYLAR,
S/O LATE C.PUTTARAJU,
AGED ABOUT 33 YEARS,

APPELLANT No.s. 1 TO 8 ARE ALL
ARE ALL R/AT NO. J-109 (OLD NO. 48)
SHIVA GURU PRASAD, BINNY MILL ROAD,
BENGALURU – 560 053.

9. SRI. UTTAREGOWDA,
SINCE DECEASED BY LR'S,
- 9(a) SRI. B.U.SRINIVAS,
S/O LATE G.UTTAREGOWDA,
AGED ABOUT 53 YEARS,
R/AT NO. 9, 4TH CROSS,



MARUTHI EXTENSTION,
BASAVESHWARANAGAR,
BENGALURU-560 079.

9(b) SMT. B.U.SHAILAJA,
D/O LATE G.UTTAREGOWDA,
W/O SRI.SIDDARAMAIAH,
AGED ABOUT 52 YEARS,
R/AT NO.23(OLD NO. 12),
4TH CROSS, SWIMMING POOL EXTENSION,
MALLESHWARAM, BENGALURU-560 003.

10. SRI. YATEESH.N.
S/O NARAYAN.R,
AGED ABOUT 29 YEARS,
R/AT NO. 1-109 (OLD NO. 48),
SHIVA GURU PRASAD, BINNY MILL ROAD,
BENGALURU-560 053.

...APPELLANTS

(BY SRI. PRAKASHA.A., ADVOCATE)

AND:

1. SMT.R.SAROJA
SINCE DECEASED BY LR'S.

1(a) SRI. CHANDRAPPA.R
S/O RANGGAPPA,
AGED ABOUT 76 YEARS,

1(b) SHRI. B.C.SANTOSH KUMAR,
S/O. R.CHANDRAPPA,
AGED ABOUT 46 YEARS,

1(c) SHRI. B.C.VEENA,
D/O R.CHANDRAPPA,



AGED ABOUT 45 YEARS,

ALL ARE R/AT NO. 316,
2ND MAIN, 6TH CROSS,
NEAR WATER TANK, NGEF LAYOUT,
MALLATHAHALLI, ULLALU UPANAGARA,
BENGALURU – 560 056.

2. SMT. R. JANAKI,
W/O SRI. R. GANGARAJ, AGED ABOUT 65 YEARS,
R/AT NO. 183/G2, GROUND FLOOR, PARAMESHWARI
RESIDENCY, 1ST MAIN ROAD, II STAGE,
GRUHALAKSHMI LAYOUT, KAMALANAGAR,
BENGALURU – 560079.
3. SMT. B.R.CHANDRA KANTHA
W/O SRI. A.CHAITANYA,
AGED ABOUT 61 YEARS,
R/AT NO.529 CVC NILAYA,
1ST MAIN, 4TH CROSS, NGEF LAYOUT,
NRUPATUNGANAGARA, NAGARBHAVI,
BENGALURU-560 072.
4. SMT. R.PRAMILA,
W/O R.MUDDUPRAKASH,
AGED ABOUT 58 YEARS,
R/A BALABEDI, KATRARI PALYA,
KOLAR-563 101.
5. SHRI. B.C.PRAKASH,
SINCE DECEASED BY LR'S
- 5(a) SMT. LAKSHMI DEVI.M,
W/O LATE B.C.PRAKASH,



AGED ABOUT 46 YEARS,
R/AT NO. 1216, BANDAPURA ROAD,
NEAR ASHWATHNARAYANA TEMPLE,
BELAGARANAHALI, NERALURU,
BENGALURU-562 107.

...RESPONDENTS

(BY SRI. RAKESH KUMAR., ADVOCATE FOR C/R1 (a TO c),
R2 TO 4;
SRI. VEDANTH VIJAYAN., ADVOCATE FOR R5(a))

THIS APPEAL IS FILED UNDER SECTION 96 OF CPC,
AGAINST THE ORDER DATED: 31.01.2026 PASSED IN FDP
NO.127/2021 ON THE FILE OF THE XXX ADDITIONAL CITY
CIVIL AND SESSIONS JUDGE, BENGALURU, ALLOWING THE
FDP FILED UNDER ORDER XX RULE 18 OF CPC.

THIS APPEAL, COMING ON FOR ORDERS, 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)

1. This appeal is preferred against the judgment and
decree dated 31.01.2026 in F.D.P.No.127/2021 on the file
of the XXX Addl. City Civil and Sessions Judge, Bengaluru



(CCH-31). The suit was filed for partition and separate possession.

2. We have heard Shri Prakasha A, learned counsel for the appellants, Shri Rakesh Kumar for Caveator / respondent Nos.1(a) to (c), respondent Nos.2 to 4 and Shri Vedanth Vijayan for respondent No.5(a).

3. It is submitted by the learned counsel appearing on either side that the parties have entered into a compromise and that all disputes among them in respect of the suit schedule properties stand compromised between the parties. A Memorandum of Compromise petition is also filed, which reads as under:

**"MEMORANDUM OF JOINT COMPROMISE
PETITION FILED UNDER ORDER 23 RULE 3 OF
THE CODE OF CIVIL PROCEDURE, 1908.**

*The Appellants and the Respondents, above named,
most humbly submit as follows -*

*1. It is submitted that the present R.F.A No. 643/2026
has been filed by the Appellants challenging the
legality and validity of the Final Judgement and
Decree dated 31.01.2026 passed by the XXX Addl.
City Civil Judge at Bengaluru City (CCH-31) in F.D.P*



No. 127/2021 (Hereinafter referred to as the "Final Judgement and Decree" in short). It is the contention of the Appellants that the Judgement and Decree suffer from various legal infirmities, is bad in law and on facts and is hence liable to be set aside by this Hon'ble Court.

2. It is submitted that the Final Judgement and Decree in F.D.P. No. 127/2027 arises out of Judgement and Decree dated 25.02.2020 passed by the XXX Addl. City Civil Judge at Bengaluru City (CCH-31) in O.S. No. 137/2010 (Hereinafter referred to as the 'Preliminary Judgement and Decree' in short).

3. It is submitted that the subject matter of the dispute between the Appellants and Respondents before the Trial Court is with respect to partition of 5 properties of which the Appellants and the Respondents are in joint ownership and peaceful possession of. The said 5 properties have been described in R.F.A No. 643/2026 which has been reproduced hereunder as "Schedule Properties" for the sake of convenience. A brief description of the Schedule Properties and their respective Schedule Headings. are provided hereunder -

a) Schedule A Immovable Property bearing BBMP Old PID No./Khata/Survey No: 29-9-48 situated at situated at Municipal No. 48, Shiva Guru Prasad Binny Mill Road, Cottonpet, Bengaluru 560053 with a two-floor building.

b) Schedule B-Immovable Property bearing BBMP Old PID No./Khata/Survey Nos. 29-9-36 and 29-9-37, corresponding to Municipal Nos. 36 and 37 situated at Binny Mill Road, Cottonpet, Bengaluru City 560053 with a house.

c) Schedule C-Immovable Property bearing BBMP Old PID No./Khata/Survey No. 29-8-2 situated at Municipal



No. 2, Attimaramma Temple Street, 1st Cross Road, Cottonpet, Bengaluru City with a house.

d) Schedule D (Item No. 1) -Land bearing Survey No. 134/3, measuring 1 Acre, out of the total extent of 2 Acres 6 Guntas in Survey Nos. 134/3 and 134/7, situated at Narayanakere Village, Hosakote Taluk, Bengaluru Rural District.

e) Schedule D (Item No. 2) Land bearing Survey No. 134/7, measuring 1 Acre 6 Guntas, out of the total extent of 2 Acres 6 Guntas in Survey Nos. 134/3 and 134/7, situated at Narayanakere Village, Hosakote Taluk, Bengaluru Rural District.

f) Schedule E Immovable Property bearing BBMP old PID No.29-8-9 and CTS No.1253, 1254, 1261 situated at Municipal No.9, Attimaramma Temple Street, 1st Cross Road, Road Binny Mill Road, Bengaluru City-560 053 with a building.

4. It is submitted that the description of the Schedule Properties have been updated in R.F.A No. 643/2026 as well as this compromise petition after taking into account, the regulatory changes made to the description of the properties. The Judgement and Decree of the Trial Court has failed to take the same into account and hence, the description of the Schedule Properties have been updated now.

5. It is submitted that, the updated changes with respect to the description of the Schedule Properties, especially with respect to Schedule D (Item No. 1 and 2) properties. It is submitted that, in the Preliminary Judgement and Decree and the Final Judgement and Award, the said properties were not demarcated as Sy. No. 134/3 and Sy. No. 134/7. Instead, they were merely referred to as Eastern and Western Side of Land bearing Sy. No. 134. Further, the extent of land had also been wrongly mentioned. However, the



description of said properties has now been corrected and forms part of the Schedule in R.F.A No. 643/2026 as well as this Compromise Petition. It is further submitted that the parties are in possession of the necessary documents to demonstrate the same and have annexed the same to the present Compromise Petition. True Copies of the Revenue Documents evidencing demarcation of the Schedule D (Item No. 1 and 2) Properties and the Survey Sketch of the Schedule D (Item No. 1 and 2) Properties are annexed herewith as Document No. 1 and Document No. 2 respectively. True copy of the survey sketch of the 5th Schedule-E property is annexed there with as document No.5.

6. It is submitted that the Preliminary Decree and Judgement as well as the Final Decree and Judgement passed by the Trial Court mentioned the incorrect names with respect to Appellant Nos. 1(b), 1(c) and 2. The names have been corrected in the cause title forming part of R.F.A No. 643/2026 as well as this Compromise Petition.

7. It is submitted that Respondent No. 5, namely Late B.C. Prakash passed away on 10.02.2021 after executing a registered Will dated 28.12.2020 (Registered in the Office of Sub-Registrar, Gandhinagar, Bangalore bearing Registration No. GAN-3-00191-2020-21). As per the said Will, the share of Appellant No. 5, allotted in the Preliminary Judgement and Decree with respect to the suit properties shall be split equally among all the five beneficiaries, namely, Shri. Madhu alias Thejas G (Appellant No. 1(c), Shri. Ravi S Mylar (Appellant No. 5), Shri. Tilak P Mylar (Appellant No. 7), Shri. Tarun P Mylar (Appellant No. 8) and Shri. Yateesh N (Appellant No. 10).

8. It is further submitted that, the Trial Court, while passing the Final Judgement and Decree, has failed to take the said Will dated 28.12.2020 into account.



Hence, the present Compromise Petition has been agreed to after encompassing the terms of the said Will dated 28.12.2020.

9. It is submitted that now, the Appellants on the one hand and the Respondents on the other hand, have now decided to come to compromise and to put a quietus to the dispute, which is the subject matter herein, at the instance of family members, their relatives, friends and their well-wishers. Accordingly, this Compromise Petition is being filed, settling the dispute between the Appellants and Respondents in the following terms

a) Respondents and Appellants No.9(a) and 9(b) hereby acquiesce and give up their respective right, title and interest, if any, whatsoever, over the entire Schedule A, B, and C properties in favor of the Appellants No. 1(a) to 1(c), 2 to 8 and 10.

Appellants No. 1(a) to 1(c), 2 to 8 and 10 shall be the absolute owners having absolute and marketable right, title and interest over entire Schedule A, B and C properties.

Further, the share in the Schedule A, B, and C properties in favor of the Appellants No. 1(a) to 1(c) 2 to 8 and 10 shall be further divided in the following manner -

- 1. 1/5th Share to Appellant Nos. 1(a) to 1(c)*
- ii. 1 / 5th Share to Appellant No. 2.*
- iii. 1 / 5th Share to Appellant No. 3, 4 and 5*
- iv. 1 / 5th Share to Appellant No. 6,7 and 8*
- v. 1 / 5th Share to the beneficiaries of the Will dated 28.12.2020 1.e to Appellant Nos. 1(c) 5, 7, 8 and 10.*

b) Respondents and Appellants No. 9(b) hereby acquiesce and give up their respective rights, title and interest, if any, whatsoever, over the entire Schedule D (Item No. 2) property in favor of the Appellants No. 1(a) to 1(c) 2 to 8, 9(a) and 10.



Appellants No. 1(a) to 1(c) 2 to 8, 9(a) and 10 shall be the absolute owners having absolute and marketable right, title and interest over entire Schedule-D (Item No. 2) property.

Further, the share in the Schedule D (Item No. 2) property having measurement to the extent of 1 Acre 6 Guntas (46 Guntas) in favor of the Appellants No. 1(a) to 1(c) 2 to 8, 9(a) and 10 shall be further divided in the following manner –

title and interest over 7/12th undivided share in Schedule E Property.

Further, the said 7/12th share in the Schedule E Property in favor of the Appellants No. 1(a) to 1(c) and 2 to 10 shall be further divided in the following manner

- i. 1 / 7th Share to Appellant Nos. 1(a) to 1(c).*
- ii. 1 / 7th Share to Appellant No. 2.*
- iii. 1 / 7th Share to Appellant No. 3, 4 and 5.*
- iv. 1 / 7th Share to Appellant No. 6,7 and 8.*
- V. 1 / 7th Share to Appellant No. 9(a) and 9(b) .*
- vi. 1 / 7th Share to the beneficiaries of the Will dated 28.12.2020 i.e to Appellant Nos. 1(c) 5, 7, 8 and 10.*
- vii. 1 / 7th Share to Appellant Nos. 5,7 and 8 which will then be conveyed to Legal heirs of Late Shri. B.C. Rameshi. Smt Lalitha, Gayatri LR Mylar and Mangala L R Mylar.*

d) The Appellants No. 1(a) to 1(c), 2 to 8, 9(a) and 10, hereby acquiesce and give up their respective right, title and interest, if any whatsoever, over entire Schedule D (Item No. 1) Property in favor of Respondents and Appellants No. 9(b).

Respondents and Appellants No. 9(b) shall be the absolute Owners having absolute and marketable right, title and interest over entire Schedule D (Item No. 1) Property.



Further, the share in the Schedule D (Item No. 1) property measuring to the extent of 1 Acre (40 Guntas) in favor of the Respondents and Appellants No. 9(b) shall be further divided in the following manner and in terms of the survey sketch annexed (which shall form part and parcel of this compromise petition)-

i. Portion marked as GDEF measuring 32,398 square feet or 29 & 3% guntas- 4/5th Share in 37 Guntas out of total 1 acre (i.e., 40 Guntas) to Respondent Nos. 1 to 4.

ii. Portion marked as ABCH square feet or 7 & ½ guntas Guntas out of total 1 acre (i.e., 40 Guntas) to Respondent No.5. measuring 7895 1/5th Share in 37

iii. Portion marked as HCDG measuring 3 guntas or 3267 square feet Share of remaining 3 Guntas out of total acre (i.e., 40 Guntas) to Appellant No.9(b).

e) The respondents and Appellant No. 9 (b) are entitled to have their share in Schedule D (Item No. 1) land phoded bifurcated in terms of the survey sketch and in terms of the sharing ration mentioned above and shall be entitled to hold their land independently. The respondents and Appellant No. 9 (b) shall co-operate for division of land in terms of the sharing mentioned above. In the event, the respondent No. 5 or appellant No. 9 (b) are intending to sell their share of land allotted, an option and preference shall be given to respondents Nos. 1 to 4 who are adjacent property owners. The intention of respondent No. 5 or appellant No. 9 (b) to dispose off the property and proposed market value of the property shall be notified by them to the respondents No. 1 to 4 in writing and on the non-inclination of respondents No. 1 to 4 to purchase the share of respondent No. 5 or appellant No. 9 (b), the respondent No. 5 or appellant No. 9 (b) are at liberty to dispose off the same to third parties.



f) Further, the Appellants hereby acquiesce and give up their respective right, title and interest, if any whatsoever, over the remaining portion of Schedule E Property in the following manner;

i. 4/12th Share in the Schedule E Property in favor of the Respondents Nos. 1 to 4.

ii. 1/12th Share in the Schedule E Property in favor of the Respondent No. 5.

g) Respondents Nos. 1 to 4 shall be the absolute Owners having absolute and marketable right, title and interest over the portion of Schedule E Property (4/12th Share in the Schedule E Property) and Respondent No. 5 shall be the absolute Owner having absolute and marketable right, title and interest over the portion of Schedule E Property (1/12th Share in the Schedule E Property)

h) The Appellants and Respondents, after execution of the present Compromise Decree agree to have the khatha of the schedule E property transferred into the joint names of appellants and respondent and to sell the Schedule E Property in favor of any prospective buyers within a period of 9 months from the date of this compromise petition provided that the Appellants and Respondents find suitable buyers who are willing to purchase the Schedule E Property for a market value of Rs. 15,000/- to 18,000/- per square feet or more. In event of non-co-operation of any parties to sell the Schedule E Property within a period of 9 months from today for a market value of Rs. 15,000/- to 18,000/-per square feet or more, the parties are liberty to file execution petition and have the schedule E property sold in public auction and divide the sale proceeds in terms of the sharing ratio. The costs, charges and expenditure of sale of schedule E property either jointly or through public auction shall be proportionately borne by all the sharers.



i) Further, Appellants No. 1(a) to 1(c) 2 to 8 and 10 agree to pay a sum of Rs. 15,00,000/- (Fifteen Lakhs only) in favor of Respondent No. 5(a) and her children being full and final settlement of any and all claims by Respondent No. 5(a) and her legal heirs in the estate of Respondent No. 5 (Late B.C. Prakash) and against the appellants. This shall be in addition to the share of respondent No. 5 in schedule D item No.1 property and schedule E property. Appellants No. 1(a) to 1(c), 2 to 8 and 10 shall pay the said sum of Rs. 15,00,000/- (Fifteen Lakhs only) in favor of Respondent No. 5(a) and her children within a period of 90 days from the date of sale of Schedule E Property. In the event, the Appellants No. 1(a) to 1(c) 2 to 8 and 10 fail to pay Rs. 15,00,000/- (Fifteen Lakhs only) to Respondent No. 5(a) and her children within a period of 90 days from the date of sale of Schedule E Property, the Respondent No. 5(a) is entitled to execute the terms of this compromise and seek recovery of Rs. 15,00,000/- (Fifteen Lakhs only) from Appellants No. 1(a) to 1(c) 2 to 8 and 10 together costs, charges and along with interest @ 12% per annum from the date of sale till its complete realization. Further Respondent No. 5(a) admits the execution of Will deed

dated 28.12.2020 (Registered in the Office of Sub-Registrar, Gandhinagar, Bangalore bearing Registration No. GAN-3-00191-2020-21) by Respondent No. 5, namely Late B.C. Prakash in favour of the beneficiaries. Respondent No.

5(a) admits that the said document has been executed in sound disposition of mind and withdraws all the allegations/pleadings made during the FDP proceedings against the Appellants.

10. It is submitted that the Appellants and Respondents have agreed that, in terms of the divisions of the Schedule Properties stated in Para 9(a) to 9(i) above, the Appellants and Respondents



shall have absolute marketable right, title and interest over their respective shares as stated in Para 9(a) to 9(i) above.

11. It is submitted that the Appellants and Respondents have not created any form of encumbrances nor entered into any sort of agreement or filed any form of cases except the above-caption case with respect to the Schedule Properties.

12. It is submitted that the Appellants and Respondents have all entered into the present Joint Compromise Petition out of their own volition and without being influenced by anyone in any manner.

13. It is submitted that the present Compromise Petition would resolve and put an end to all the disputes between the Appellants and Respondents with respect to the Schedule Properties.

14. It is submitted that the terms of the present Compromise Petition would bind the Appellants and Respondents as well as all of their respective children, family members and anyone claiming through or under them subject to Appellants No. 1(a) to 1(c), 2 to 8 and 10 paying a sum of Rs. 15,00,000/- (Fifteen Lakhs only) in favor of Respondent No. 5(a) and her children within a period of 90 days from the date of sale of Schedule E Property as per Para 9(i) above.

15. It is submitted that, if the parties to the present Compromise Petition fail to adhere to their respective obligations as referred to in the Compromise Petition, parties are entitled to seek appropriate legal remedies.

16. It is submitted that, as the Appellants and Respondents have entered into the present Compromise Petition and have settled the matter out of Court, the Appellants are entitled to receive a full refund of the full Court Fee paid before this Hon'ble



Court in the above Appeal as per Section 66 of the Karnataka Court Fees & Suits Valuation Act, 1958.

17. It is submitted that, due to medical reasons, Appellant No. 1(a) has given a General Power of Attorney to Appellant No.1(c) (Her son) to enter into the present Compromise Petition. Further, Appellant No. 4 is currently residing in New Jersey, USA and is unable to travel to India. Hence, Appellant No. 4 has given a General Power of Attorney to Appellant No. 3(her mother). Both Power of Attorneys are annexed to the present Compromise Petition as Document No. 3 and 4 respectively.

WHEREFORE, the Appellants and Respondents most humbly pray that this Hon'ble Court may be pleased to dispose the present R.F.A No. 643/2026 in terms of the present Compromise Petition entered into between the Parties, and consequently, a Decree may be drawn in terms of the present Compromise Petition, in the interest of Justice & Equity.

4. The parties are present before the Court and are duly identified by their respective counsel. It is submitted that appellant No.1(a) and appellant No.4 are duly represented by their respective GPA holders and their GPAs are also placed on record.

5. Having heard the learned counsels for both the sides and in view of the fact that the entire dispute between the parties is being settled by way of a compromise, the



compromise petition is taken on record. The appeal is disposed of in terms of the compromise petition. The parties shall abide by the terms of the compromise as entered into between them. Documents No.2 and 5 are the respective sketches which are part of the agreement, are also placed on record and shall form a part of the Compromise Decree.

6. The Registry shall draw up the decree in accordance with the compromise. The parties shall abide by the same.

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

**Sd/-
(TARA VITASTA GANJU)
JUDGE**

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List No.: 4 Sl No.: 1