



CNR: KAHC010255702019

NC: 2026:KHC:54900
WP No. 27624 of 2019

IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 1ST DAY OF OCTOBER, 2026
BEFORE
THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM
WRIT PETITION NO.27624 OF 2019 (GM-CPC)

BETWEEN:

1. SMT. K.L. SHOBHA RANI
WIFE OF MR. SANTHOSHA
DAUGHTER OF LATE LAKSHMAIAH
AGED ABOUT 39 YEARS
AND RESIDING AT # 10/2
SS MANSION, 1ST FLOOR
RAMESH LAYOUT
RAJU COLONY, YEMALUR
BENGALURU-560037.
2. SMT. K.L. NAGARATHNA
WIFE OF N. CHANDRASHEKAR
DAUGHTER OF LATE LAKSHMAIAH
AGED ABOUT 47 YEARS
AND RESIDING AT 1313
5TH CROSS, 9TH MAIN
SRINIVASANGAR, BANK COLONY
BENGLAURU 560050.

...PETITIONERS

(BY SRI. ABHINAY Y.T. ADV.,)

AND:

1. K.L. VENKATESH
SON OF LATE LAKSHMAIAH
AGED ABOUT 55 YEARS
R/AT BM ROAD, HEJJALA VILLAGE

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& POST, BIDADI HOBLI
RAMANAGARA TALUK
RAMANAGARA DIST – 562159.

2. K.L. GOVINDARAJU
SON OF LATE LAKSHMAIAH
AGED ABOUT 51 YEARS.

3. K.L. SRINIVAS
SON OF LATE LAKSHMAIAH
AGED ABOUT 49 YEARS.

R2 & R3 ARE RESIDING AT
KANIMINIKE VILLAGE
KUMBALAGODU POST
KENGARI HOBLI
BENGALURU SOUTH TALUK
BENGALURU-560074.

4. K.L. HANUMANTHA
SON OF LAKSHMAIAH
AGED ABOUT 40 YEARS
AND RESIDING AT BM ROAD
HEJJALA VILLAGE AND POST
BIDADI HOBLI
RAMANAGARA TALUK
RAMANAGARA DISTRICT.

5. SMT. K.L. LAKSHMI DEVI
WIFE OF B.T. THIMMAIAH
AGED ABOUT 62 YEARS
AND RESIDING AT JALAMANGALA ROAD
GEETHA MANDIRA LAYOUT
VENKATESHWARA TEMPLE
KEMPEGOWDA CIRCLE
IJOORU, RAMANAGARA TOWN
RAMANAGARA DISTRICT.



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6. H. HANUMANTHAIHAH
AGED ABOUT 66 YEARS
RESIDING AT D-56
THOREKADANAHALLI POST
HALAGURUHOBLI,
MALAVALLI TALUK
MANDYA.
7. H. MANJULA
WIFE OF H.V. VENKATESH
AGED ABOUT 38 YEARS
R/AT. MAHADESHWARA COLONY
MATHIKERE POST,
MAGADI TALUK
RAMANAGARA DIST-562120.
8. H. RAGHAVENDRA
SON OF H. HANUMANTHAIHAH
AGED ABOUT 36 YEARS
RESIDING AT D-56
THOREKADANAHALI POST
HALAGURU HOBLI
MALAVALLI TALUK
MANDYA-571324.
9. SMT. B.N. MANJULA
WIFE OF K.L. VENKATESH
AGED ABOUT 47 YEARS
RESIDING AT B.M. ROAD
HEJJALA VILLAGE & POST
BIDADI HOBLI,
RAMANAGARA TALUK
RAMANAGARA DIST – 562159.

...RESPONDENTS

(BY SRI. C. SHANKAR REDDY, ADV., FOR R1 TO R4 & R9
SRI. N. NAGARAJA, ADV., FOR R6
SMT. E.R. PANKAJAMANI, ADV., FOR R5, R7 & R8)

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THIS W.P. IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA, PRAYING TO SET ASIDE COMPROMISE PEITITION DATED 20.04.2009 PASSED IN O.S.NO.1826/2008 (ANNX-A). CONSEQUENTLY RESTORE OS NO.1826/2008 ON THE FILE OF III ADDL. SENIOR CIVIL JUDGE, BANGALORE RURAL DIST, BENGALURU & ETC.

THIS PETITION, COMING ON FOR ORDERS, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

ORAL ORDER

The captioned petition is filed by the plaintiffs calling in question the compromise decree recorded in O.S.No.1826/2008 before the Lok Adalat.

2. Petitioners, who are the plaintiffs in the said suit, are before this Court complaining of non-implementation of the compromise decree by respondent Nos.1 to 4, who are the male coparceners. Their principal grievance is that, though the parties entered into a compromise before the Lok Adalat and the petitioners were allotted an extent of 20 guntas each in Sy.No.68 and 20 guntas each in Sy.No.42/19, the compromise

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decree has not been implemented in its true letter and spirit. The petitioners, who are the married sisters, contend that the compromise decree has become unworkable, inasmuch as defendant No.1, notwithstanding the specific undertaking contained in the compromise, has failed to ensure allotment and delivery of the agreed extent in Sy.Nos.68/1 and 42/19.

3. During the course of hearing, learned counsel appearing for the respective parties submitted that sincere efforts were being made to bring about a quietus to the long-standing dispute between the siblings. At their request, time was granted to enable the parties to make one further attempt to arrive at an amicable settlement. Recording the submissions made by learned counsel, the parties were permitted to explore the possibility of resolving the dispute amicably, without further prolonging the litigation. The learned counsel appearing for the petitioners, on instructions, also submitted that Sri. Shankar Reddy, learned counsel appearing for respondent No.1/defendant No.1, had made all possible efforts in that regard and, therefore, the petitioners had no objection to authorising the said learned counsel to make one further



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attempt to facilitate an amicable settlement between the siblings.

4. However, despite the intervention and earnest efforts of Sri. Shankar Reddy, learned counsel appearing for defendant No.1, learned counsel appearing for the parties submit that there is no possibility of an amicable settlement. Learned counsel appearing for respondent Nos.5, 7 and 8 also submits that the possession of the portion allotted to their clients under the compromise has not been delivered to them till date, notwithstanding the compromise recorded before the Lok Adalat in the year 2008. It is further contended that, despite the concessions made by their clients under the compromise, the properties allotted to them have not been handed over, whereas the male coparceners have continued to assert rights over the properties and have secured phodis, thereby prejudicially affecting the rights of the petitioners and the other defendants.

5. Having heard the learned counsel appearing for the parties and having perused the material on record, this Court finds that the dispute between the parties is neither simple nor

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capable of being resolved merely by reference to the compromise decree. The records disclose that, subsequent to the recording of the compromise before the Lok Adalat, the male coparceners have asserted rights in a manner which appears to be inconsistent with the terms of the settlement. At page 54 of the petition, at Annexure-C1, the principal grievance of the petitioners is that the revenue records pertaining to Sy.No.68/1 continue to reflect only the names of the male coparceners. Likewise, the records produced along with the synopsis disclose that respondent Nos.1 to 4, without giving effect to the compromise decree under which definite shares were allotted to the petitioners and the other sisters, have sought phodi proceedings in respect of Sy.No.68 by seeking division into two hissa portions. Such proceedings, prima facie, do not appear to be in conformity with the allotment contemplated under the compromise decree.

6. There is also a dispute in respect of Sy.No.42. The material placed before this Court indicates the existence of certain encroachments and also a rajakaluve running through Sy.No.42, substantially affecting a portion of the said survey

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number. In the above factual background, and before examining the consequences flowing from the non-implementation of the compromise, it would be apposite to extract paragraph 15 of the compromise recorded before the Lok Adalat, which culminated in the compromise decree. The said paragraph reads as under:

"15. Each of the parties to the compromise petition have agreed to bear their own costs incurred in the above suit. The first defendant undertakes to get cleared at his cost any dispute that may exist or arise with regard to Sy.No.68."

7. A plain reading of paragraph 15 makes it evident that the parties had intended to put an end to their inter se disputes by arriving at an amicable settlement before the Lok Adalat. However, the settlement was not merely confined to recording the respective shares of the parties. The compromise specifically cast an obligation upon defendant No.1 to get cleared, at his own cost, any dispute existing or arising in respect of

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Sy.No.68. The said obligation assumes considerable significance in the present proceedings. Despite the compromise being recorded nearly seventeen years ago, the dispute concerning Sy.No.68 continues to remain unresolved. Equally, the allotment contemplated in respect of Sy.No.42/19 has also not been effectuated in the manner contemplated under the compromise decree.

8. The material on record, therefore, indicates that the compromise recorded before the Lok Adalat has not brought about a complete and final resolution of the disputes between the parties. The compromise decree itself imposed obligations upon the parties, particularly upon defendant No.1, which were required to be fulfilled for the settlement to operate effectively. A partition suit instituted in the year 2008 by the sisters asserting their legitimate share in the suit schedule properties came to be brought to a close, at least ostensibly, on the basis of the compromise recorded before the Lok Adalat. However,

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nearly seventeen years thereafter, the parties continue to litigate over the very properties and rights which were purportedly settled under the compromise.

9. This Court made a conscious effort to ascertain whether the long-standing dispute could still be brought to an end by mutual consent. More than three adjournments were granted for that purpose. The learned counsel appearing for defendant No.1 made earnest efforts to facilitate a settlement, and the same was duly assisted by learned counsel appearing for the petitioners/plaintiffs and learned counsel appearing for respondent Nos.5, 7 and 8. Unfortunately, despite such efforts, the parties have not been able to arrive at any workable arrangement. The continued existence of disputes concerning the very properties which formed the subject matter of the compromise demonstrates that the settlement has failed to achieve the object for which it was entered into.

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10. In the peculiar facts and circumstances of the present case, this Court is, therefore, left with no other effective course but to set aside the compromise decree and restore the suit for adjudication in accordance with law. This Court is conscious that setting aside the compromise decree may have consequential ramifications, particularly in respect of transactions, if any, entered into with third parties subsequent thereto. However, respondent No.1 and the other male coparceners were parties to the compromise and were fully aware of the obligations undertaken thereunder. They were also aware that the compromise had not been implemented in its true spirit and that exclusive possession of the portions allotted to the sisters and other co-defendants had not been delivered. If, notwithstanding such knowledge, they have proceeded to create third-party interests in the properties, the consequences thereof cannot be permitted to defeat the rights flowing from the compromise or prevent the

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Court from restoring the parties to the position necessary for effective adjudication of the original dispute.

11. In that view of the matter, since the compromise decree has admittedly not been implemented in its true letter and spirit and the settlement has failed to bring about a quietus to the dispute, the appropriate course is to set aside the compromise decree and restore O.S.No.1826/2008 to the file of the jurisdictional Trial Court, leaving it open to the parties to work out their respective rights and remedies in the said suit in accordance with law.

12. For the foregoing reasons, this Court proceeds to pass the following:

ORDER

(i) The petition is ***allowed***.

(ii) The order dated 16.02.2019 passed by the learned III Additional Senior Civil Judge,



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Bengaluru Rural District, Bengaluru, on the application filed under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure in O.S.No.1826/2008, vide Annexure-K, and the compromise petition dated 20.04.2009 recorded in O.S.No.1826/2008, vide Annexure-A, are hereby set aside.

(iii) Consequently, O.S.No.1826/2008 stands restored to the file of the learned Trial Court for consideration and disposal in accordance with law.

(iv) Since the parties are represented by their respective learned counsel before this Court, they shall appear before the learned Trial Court on **29.10.2026** without awaiting any fresh notice.

(v) The learned Trial Court shall thereafter proceed with the suit in accordance with law.

(vi) All contentions of the parties are left open to be urged before the learned Trial Court.

(vii) The learned Trial Court shall endeavour to dispose of the suit as expeditiously

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as possible, having regard to the fact that the litigation has been pending between the parties for a considerable length of time.

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(SACHIN SHANKAR MAGADUM)
JUDGE

CA
List No.: 1 Sl No.: 6