



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 16TH DAY OF JUNE, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

THE HON'BLE MR. JUSTICE T.M.NADAF

REGULAR FIRST APPEAL NO. 1129 OF 2014 (DEC/PAR)
BETWEEN:

1. SRI. P. BALASUBRAMANYAM,
S/O P KALAHASTIRAJU,
AGED ABOUT 50 YEARS
SINCE DEAD BY HIS LRS,
- 1(a). SMT.P. LALITHA
W/O LATE P. BALASUBRAMANYAM,
AGED ABOUT 56 YEARS,
- 1(b). SRI. P.AASHIK,
S/O LATE P. BALASUBRAMANYAM
AGED ABOUT 34 YEARS,
- 1(c). SRI. P. KEERTHI,
D/O LATE P. BALASUBRAMANYAM,
AGED ABOUT 29 YEARS,

ALL ARE RESIDING AT
NO.498/16F-5, M.G. LAYOUT,
33RD A MAIN, 6TH PHASE,
J.P. NAGAR,
BENGALURU - 560 078.



2. SMT. NARASAMMA,
W/O P. SUBRAMANYAM,
AGED ABOUT 63 YEARS,
24, ELGANCE BRINDAVAN
36TH C CROSS, 11TH A MAIN,
4TH T BLOCK, JAYANAGAR
BANGALORE - 560 041.

...APPELLANTS

(BY SRI. YESHU MISHRA, ADVOCATE FOR A1(a)
SRI. M. RAMACHANDRA REDDY, ADVOCATE
FOR A2 & A1 (b & c))

AND:

SRI. P. PURUSHOTHAMARAJU,
S/O P. KALAHASTIRAJU,
AGED ABOUT 44 YEARS,
NO. 498/16, F-5.M.G. LAYOUT
33RD A MAIN, 6TH PHASE, J.P. NAGAR,
BANGALORE - 560 078.

...RESPONDENT

(BY SRI. RAMESH ANANTHAN., ADVOCATE)

THIS RFA IS FILED UNDER SECTION 96, R/W ORDER-41,
RULE-1 OF CPC., AGAINST THE JUDGMENT AND DECREE
DATED:16.04.2014 PASSED IN O.S.2822/2008 ON THE FILE OF
V ADDL., CITY CIVIL AND SESSIONS JUDGE, BANGALORE CITY,
DECREEING THE SUIT FOR PARTITION AND DECLARATION AND
ETC.,

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

CORAM: HON'BLE MR. JUSTICE D K SINGH
and



HON'BLE MR. JUSTICE T.M.NADAF

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE D K SINGH)

The present appeal has been filed under Section 96 read with Order XLI Rule 1 of Code of Civil Procedure, 1908, impugning the judgment and decree dated 16.04.2014 in OS.No.2822/2008 passed by the Court of the V Additional City Civil Judge at Bangalore City.

2. During the pendency of this appeal, the parties have settled their dispute amicably outside the Court and have filed joint memo under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908. The terms of settlement/compromise, as mentioned in the joint memo reads as under:

**COMPROMISE PETITION UNDER ORDER XXIII
RULE 3 READ WITH SECTION 151 OF CODE OF
CIVIL PROCEDURE.**

The Appellants and Respondent most respectfully submit as follows:

- 1. It is submitted that the respondent/plaintiff has filed suit for the relief of partition and separate possession of the suit schedule property against his late brother Sri.*



Balasubramanyam and the trial court was pleased to decreed the suit, declaring that respondent/plaintiff is entitled for 50% of share in the suit schedule property and also for its separate possession.

2. *It is submitted that aggrieved by the said judegment and decree the defendants/appellants have preferred this appeal and in view of the changed circumstances of his brother being alive, the parties have negotiated and an arrived at a settlement which is as follows:*
 - a. *The Appellants will be entitled by way of partition to the existing tenements (4 nos) in Second floor and Third floor of the Suit Schedule Property apart from the terrace areaand an undivided interest of 60% in the land in the Schedule Property. The Appellants will also be entitled 5 car parking slots in the ground floor. The Appellants will be entitled to parking slot No.02, parking slot No.04, parking slot No. 06, parking slot No.07 and parking slot No.08 as shown in the Schedule B of the present Compromise Petition.*
 - b. *The Respondent will be entitled by way of partition to the existing tenements (3 nos) in Ground Floor and First floor of the Suit Schedule Property and an undivided interest of 40% in the land in the Schedule Property and the remaining area for parking. The parking areas of the Appellants allotted above shall be demarcated within 30 days from the date of acceptance of this compromise by the court. The Undivided share of land as allotted to the Appellants (60%) and Respondents (40%) and its appurtenances shall be divided accordingly by the parties and shall allow each other to allow their representative to maintain the common water supply and sewage drains.*
 - c. *The Respondents will have right to enter the terrace area for emergency repairs and maintenance of the amenities like electricity and water connections etc.*
 - d. *The Parties shall pay all statutory dues upto date to the concerned authorities with respect to the share of the property allotted to them herein respectively.*
 - e. *The parties agree that subsequent to the shares allotted, the parties are entitled to get the Statutory records like KHATHA, and other departmental records in*



their name and the other parties, wherever necessary shall provide no objection to the same and they shall be liable to pay taxes etc with respect to the portions allotted to them herein respectively.

- f. The parties hereto have whole heartedly agreed to this settlement and they further declare that the settlement will be effective upon them as well as to their inheritors and also assigns wherever the context do arise.*
- g. The above compromise is entered into by parties with their, free will and volition and the same is without any threat, coercion or undue influence and further the parties agree that the terms of compromise are fair, just, equitable and correct.*
- h. The parties may register the decree that will follow the compromise with the jurisdictional sub registrar.*
- i. The Respondent shall withdraw the claim in the suit OS.1625/2020 on the file of the City Civil Court (CCH-36) Bangalore. There shall be no claims on this behalf and the Respondents shall withdraw the same within 30 days from the filing of this compromise.*
- j. The Appellant shall be liable to pay the security deposits obtained from the tenants in the share allotted to the Appellants and likewise the Respondent shall be liable to repay the security deposits obtained from the tenants to the extent of (INR.9,20,000/-) in the share allotted to the Respondents herein. The Tenants shall be notified about the same within 15 days from the date of execution of this Compromise Deed.*
- k. The parties shall have the right to seek execution of the terms of this compromise in case of the default of any obligation on the part of the of the other party.*
- l. The FDP 126/2014 on the file of the City Civil Judge Bangalore (CCH 13) shall stand disposed in terms of this compromise and the parties shall have the said proceedings terminated in view of this compromise.*
- m. The parties pray that the decree of the trial court be altered and the terms of this Compromise be accepted and decree be passed in terms of the same.*



SCHEDULE PROPERTY

All piece and parcel of the residential building bearing No. 498/16, Katha No. 908, Presently Bommanahalli C.M.C. Katha No. 908/498/16, Situated at SARAKKI VILLAGE, UttrahaliHobli, Bangalore South Taluk, Bangalore. Measuring east to west 70ft and North to south 40 ft. totally measuring 2800.0 Square Feet and bound on:

*East by : Road
West by : Private Layout
North by : Property No.17
South by : Property No.15*

Along with residential apartments consisting of one apartment and parking space in the ground floor, and two tenements each in the first, second and third floor and incomplete construction in the fourth floor terrace with civic amenities like water and electricity connection having 9 electric meters with one borewell fitting with submersible pump.

WHEREFORE, *it is prayed that this Hon'ble Court be pleased to pass appropriate orders and dispose the above case in terms of this compromise and order for drawing of final decree in terms of this Compromise petition in the interest of justice and equity."*

3. The parties are present in the Court who have been duly identified by their respective counsels. The parties have put their signatures on each page of memorandum of compromise and their respective counsel have also put their signatures on the said compromise.



4. The parties present in the Court states that the compromise entered into between them is out of their free will, without any force and undue influence and they shall abide by the terms and conditions of compromise.

5. We therefore, ***dispose of*** the appeal and set aside the impugned judgment and decree and direct the registry to prepare decree in terms of the compromise as stated above.

**Sd/-
(D K SINGH)
JUDGE**

**Sd/-
(T.M.NADAF)
JUDGE**

PK
List No.: 2 Sl No.: 10
ct-vn