



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH 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. 1097 OF 2024 (PAR)

BETWEEN:

1. MR SHYAM SUNDAR RAO
S/O LATE U ANAND RAO,
AGED ABOUT 72 YEARS,
R/AT NO. SA-601, SHRIRAM SURABHI,
APARTMENTS, OFF KANAKPURA ROAD,
HOLIDAY VILLAGE ROAD,
KSSEM COLLEGE,
MALLASANDRA VILLAGE ROAD,
THALAGHATTAPURA,
BENGALURU-560062
(SENIOR CITIZEN BENEFIT NOT CLAIMED)

2. SMT KRISHNAKUKMARI RAO @
GEETHA MASAD
D/O LATE U ANAND RAO
AGED ABOUT 78 YEARS
R/AT A-104, PURVASUNSHINE,
KAIKONDARAHALLI VILLAGE,
SARJAPURA MAIN ROAD,
BENGALURU-560035
(SENIOR CITIZEN BENEFIT NOT CLAIMED)

...APPELLANTS

(BY SRI. RITHISH D. NAIK, ADV. FOR
SRI. VIVEKANANDA T. P., ADV.)

Digitally
signed by
RAKSHA
Location:
High Court
of Karnataka



AND:

1. SMT. RAJ KUMARI RAO
D/O LATE U ANAND RAO
AGED ABOUT 74 YEARS,
R/AT FLAT NO. E2-3024
SOBHA DAFFODIL, 24TH MAIN,
2ND SECTOR, OPP DHL COURIERS,
HSR LAYOUT, SOMASANDRAPALYA,
BENGALURU-560102.
2. MR KAMALESH RAO
S/O RAJ KUMARI RAO
AGED ABOUT 31 YEARS,
R/AT FLAT NO. E2-3024
SOBHA DAFFODIL, 24TH MAIN, 2ND SECTOR,
OPP DHL COURIERS, HSR LAYOUT,
SOMASANDRAPALYA, BENGALURU-560102.

...RESPONDENTS

(BY SRI. IAN ISIDORE PRAKASH LEWIS, ADVOCATE)

THIS RFA IS FILED UNDER SECTION 96 OF CPC, 1908
AGAINST THE JUDGMENT AND DECREE DATED 11.01.2024
PASSED IN OS.NO.1768/2018 ON THE FILE OF THE X
ADDITIONAL CITY CIVIL AND SESSIONS JUDGE (CCH-26),
BENGALURU, DISMISSING THE SUIT FOR PARTITION.

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

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MS. JUSTICE TARA VITASTA GANJU



ORAL JUDGMENT

(PER: HON'BLE MRS. JUSTICE ANU SIVARAMAN)

Heard the learned counsel appearing on either side.

2. Learned counsel appearing for the parties submit that the matter had been referred to mediation and that the dispute has been settled in the mediation. A memorandum of settlement has also been placed on record along with the memo dated 29.04.2026.

3. The parties are present before the Court and are duly identified by their respective counsel.

4. The terms of the settlement reads as follows:

"MEMORANDUM OF SETTLEMENT UNDER SECTION 89 OF CPC READ WITH RULES 24 AND 25 OF THE KARNATAKA CIVIL PROCEDURE (MEDIATION) RULES, 2005

1. The Appellants have filed this suit praying the Hon'ble City Civil Court for a judgment and decree against the Defendants herein in O.S.1768/2018 before the X-Addl. City Civil Court, Bengaluru, dated 11.01.2024. In view of this judgement against the Appellants, the appellants approached the Hon'ble High Court of Karnataka for further relief.

II. The aforesaid suit was referred to Mediation for resolution of the dispute between the parties. Plaintiff and Defendants are present along with their respective counsels. In the course of Mediation, both the parties along with their advocates were present, the Parties have resolved their disputes and have agreed to the following terms and conditions:-



1. The respondents jointly and severally have agreed to pay a sum of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) to the Appellants herein towards full and final settlement as discharge of his total liability details as follows:

a) Rs.40,00,000/- (Rupees Forty Lakh Only) shall be paid before the Hon'ble High Court by way of Demand Draft in favour of the 1st appellant at the time of reporting this settlement agreement.

b) The 1st appellant has agreed to receive a sum of Rs.40,00,000/- by way of demand draft from the respondent and thereafter the 1st appellant shall transfer a sum of Rs.10,00,000/- to the 2nd appellant to account No.0518053000004736 at South Indian Bank, Sarjapur Road Branch, Bengaluru.

c) The respondents have agreed that they shall pay the balance amount of Rs.35,00,000/- on or before 24.03.2027 by way of RTGS/NEFT/Demand Draft to the appellants. The Appellants have agreed for the same.

d) The 1st appellant has agreed to receive a sum of Rs.35,00,000/- by way of demand draft from the respondent and thereafter the 1st appellant shall transfer a sum of Rs.5,00,000/- to the 2nd appellant to account No.0518053000004736 at South Indian Bank, Sarjapur Road Branch, Bengaluru.

e) Both the parties herein have agreed that the 1st appellant shall receive total sum of Rs.60,00,000/- out of Rs.75,00,000/- towards his full and final settlement claim and the 2nd appellant has agreed to receive Rs.15,00,000/- out of said Rs.75,00,000/-.



2. *The respondents indemnify the appellants that they shall make the necessary amounts available and pay the appellants as per the agreement. In the event they fail to pay the said amount, the appellants have liberty to reopen the present case as advice by their advocates, for which the respondents have agreed.*

3. *The appellants give up any claim over the schedule properties and agree that the suit schedule properties are the absolute properties of the respondents. Specifically item No.1 will devolve to the 2nd respondent, Kamlesh Rao.*

4. *The appellants further agree to abide by the Will of U. Saraswathi Rao dated 18.08.2006 and agree that the entire estate of U Saraswathi Rao vests with the respondents.*

5. *The appellants further undertake and agree not to interfere and agree with the peaceful possession and enjoyment of any property belonging to the respondents arising out of the estate of U Saraswathi Rao.*

III. In view of the aforesaid agreement entered into between the parties, the parties pray that the Hon'ble High Court be pleased to pass a suitable order accordingly.

IV. In view of the aforesaid agreement, the Appellants pray for refund of the court fee in favour of the Appellant.

V. Parties will appear before the Hon'ble Court as per the directions of the counsels for passing appropriate orders in terms of the agreement."

5. The parties are present before the court and are duly identified by their respective counsel. They submit that they have settled the matter and have read and signed the Memorandum of Settlement.



6. In the above view of the matter, the memorandum of settlement is accepted. The appeal is ***disposed of*** in terms of the said settlement. The appellants acknowledge the receipt of Rs.40,00,000/- by way of demand draft bearing No.370407, dated 28.04.2026 as stated in the Memorandum of Settlement. The further amount shall also be paid within the time as stated in the Memorandum of Settlement.

The parties shall abide by the terms of the compromise petition, failing which, the settlement can be executed as a decree of this Court.

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

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