



**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 27<sup>TH</sup> DAY OF APRIL, 2026**

**PRESENT**

**THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE**

**AND**

**THE HON'BLE MR. JUSTICE C.M. POONACHA**

**WRIT APPEAL NO. 1257 OF 2026 (GM-RES)**

**BETWEEN:**

1. SMT. SHANTHAMMA  
D/O. LATE CHINNAPPA,  
W/O. KRISHNAPPA,  
AGED ABOUT 55 YEARS,  
R/AT. DASARAPALLI VILLAGE,  
KASABA HOBLI, V.KOTE TALUK,  
CHITTOOR DISTRICT-517424.,  
ANDHRA PRADESH.
2. SMT. JAYAMMA,  
D/O. LATE CHINNAPPA,  
W/O. SHIVAKUMAR,  
AGED ABOUT 55 YEARS,  
R/AT. BHOODIGERE VILLAGE AND HOBLI,  
DEVANAHALLI TALUK,  
BENGALURU RURAL  
DISTRICT-562165.
3. SMT. RAJAMMA,  
D/O. LATE CHINNAPPA,  
W/O. K.M. SHIVANANDHA,  
AGED ABOUT 53 YEARS,  
R/AT. KODICHERUVU VILLAGE,  
KASABA HOBLI,

Digitally  
signed by  
NIRMALA  
DEVI

Location:  
HIGH COURT  
OF  
KARNATAKA



SRINIVASAPURA TALUK-563135,  
KOLAR DISTRICT.

...APPELLANTS

(BY MS. KANAKA MAHA LAKSHMI D, ADVOCATE FOR  
SRI. CHETHAN A C, ADVOCATE)

**AND:**

1. SMT. AMARAMMA  
D/O. LATE RAMAPPA,  
W/O. SRINIVASA,  
AGED ABOUT 51 YEARS,  
R/AT. KOTTUR VILLAGE,  
TEKALHOBOLI, MALUR TALUK-563137,  
KOLAR DISTRICT.,
2. SRI VENKATESHAPPA,  
S/O LATE CHINNAPPA,  
AGED ABOUT 75 YEARS,
3. SRI. MUNISHAMAPPA,  
S/O LATE CHINNAPPA,  
AGED ABOUT 68 YEARS,
4. SRI.NARASIMHAPPA,  
S/O LATE CHINNAPPA,  
AGED ABOUT 63 YEARS,

RESPONDENTS 2 TO 4  
ARE R/AT BYRANAYAKANAHALLI VILLAGE,  
KASABA HOBOLI,  
BANGARPET TALUK-563114,  
KOLAR DISTRICT.

5. SMT. SAROJAMMA,  
D/O. LATE CHINNAPPA,  
W/O. SHIVAPPA,  
AGED ABOUT 58 YEARS,  
R/AT. KOTTHUR VILLAGE,  
TEKALHOBOLI,



MALUR TALUK-563137,  
KOLAR DISTRICT.

6. SRI. MANJUNATHA,  
DEAF AND DUMB,  
S/O LATE RAMAPPA  
AGED ABOUT 45 YEARS,  
REPRESENTED BY PROPOSED  
DEFENDANT NO.7

7. SMT. LAKSHMAMMA  
W/O LATE RAMAPPA  
AGED ABOUT 73 YEARS,

RESPONDENTS No.6 & 7 ARE  
R/AT BYRANAYAKANAHALLI VILLAGE  
KASABA HOBLI,  
BANGARPET TALUK-563114,  
KOLAR DISTRICT.

8. SRI. K.R. SRINIVAS  
S/O LATE RAMAPPA,  
AGED ABOUT 48 YEARS,  
R/AT. BYRANAYAKARAHALLI VILLAGE,  
KASABA HOBLI,  
BANGARPET TALUK-563114,  
KOLAR DISTRICT.  
NOW R/AT GULPET,  
KOLAR CITY-563101,  
KOLAR DISTRICT

9. THE TALUK LEGAL SERVICES COMMITTEE,  
REPRESENTED BY ITS  
MEMBER SECRETARY,  
COURT COMPLEX,  
KGF-563122,  
KOLAR DISTRICT.

...RESPONDENTS



THIS WRIT APPEAL IS FILED U/S 4 OF THE KARNATAKA HIGH COURT ACT PRAYING TO ON THE GROUNDS URGED ABOVE AND, ON THE GROUNDS, TO BE URGED AT THE TIME OF HEARING OF THE ABOVE APPEAL, THE APPELLANT HUMBLY PRAYS TO ALLOW THIS APPEAL AND SET ASIDE THE JUDGEMENT DATED 16/03/2026 IN WP NO.8429/2026 DISMISSING THE WRIT PETITION FILED BY THE APPELLANT HEREIN, ALLOW WP NO.8429/2026 AND ETC.

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

CORAM: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE  
and  
HON'BLE MR. JUSTICE C.M. POONACHA

**ORAL JUDGMENT**

(PER: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE)

1. The appellants have filed the present appeal impugning an order dated 16.03.2026 passed by the learned Single Judge in Writ Petition No.8429/2026 (GM-RES). The appellants have filed the said petition challenging a compromise decree recorded by the Lok-Adalath in O.S. No136/2023.



2. It is the appellants' case that they are illiterate and their left thumb impressions (LTMs) had been procured on the compromise decree by playing a fraud. They also claim that the consideration amount as reflected in the compromise petition has not been paid.
3. The learned Single Judge had examined the said contentions and found that there was no tangible material to establish that any fraud had been perpetuated that vitiated the compromise between them. Accordingly, the petition was dismissed.
4. The learned counsel appearing for the appellants reiterated the contentions advanced in the writ petition. She states that a clear case of fraud has been established on account of several factors.
5. First, she submits that the suit was filed by four plaintiffs, and the order sheet disposing of the suit bears the signatures of only plaintiff No. 4 and defendant No. 2. She states that none of the other parties had signed the order sheet. Secondly, she submits that the payments of about `11,50,000/- are stated to have been paid in cash. However, the same would fall foul of the provisions of the Income Tax Act, 1961. Third, she submits that the compromise petition contains overwriting.



6. We are not persuaded to accept the said contentions.
7. The order sheet indicates that on 03.03.2025, the parties were present and have expressed their intention to settle the disputes amicably. Accordingly, the case was taken up and referred to Lok-Adalath for reporting settlement by 08.03.2025. Thus, the appellants were fully aware that the matter would be placed before the Lok-Adalath for reporting settlement. There is no dispute that they had executed the compromise petition dated 03.03.2025, which was filed on the same date the matter was referred to the Lok-Adalat. There is also no dispute that the compromise petition bears the thumb impressions of all parties including the appellants. It also bears their photographs. On each and every page of the compromise petition, there are thumb impressions and/or signatures. Further, the appellants were also duly represented by their counsel. We also consider it relevant to set out the order sheet, which bears the signatures of the Conciliators. The same is set out below:



**"Case called before Lok Adalath**

Plaintiffs and Defendants and their counsels are present. The counsel for both side counsels filed compromise petition U/o 23 rule 3 of CPC.,

We have perused the compromise petition and enquired the parties with respect to averments of the said petition.

They have submitted that, they all have settled this case and there is no coercion, undue influence and misrepresentation before this settlement. They all willfully settled this case as per the terms of compromise petition.

The contents of the compromise petition has been duly explained to both parties. Both are agreed as per terms of compromise petition. Hence compromise petition is hereby accepted and this case is closed before Lok Adalath.

Parties shall bear their own cost.

Draw final decree accordingly. The compromise petition is treated as part and parcel of the decree."

8. As is apparent from the above, the Conciliators had recorded the parties' statement that they had willfully settled their case in terms of the compromise petition. The contents of the compromise petition were explained to both parties. Thereafter, the Conciliators had accepted the compromise petition and recorded it. The suit was decreed in terms of the Settlement. The decree was thereafter



signed on 19.03.2025, and the original decree was also received by some of the parties. The writ petition was filed almost one year thereafter.

9. We find no ground to fault the impugned order. The appeal is accordingly dismissed.

**Sd/-  
(VIBHU BAKHRU)  
CHIEF JUSTICE**

**Sd/-  
(C.M. POONACHA)  
JUDGE**

BS  
List No.: 2 SI No.: 25