



CNR: KAHC010308912019

NC: 2026:KHC:53398
WP No. 48589 of 2019

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

WRIT PETITION NO. 48589 OF 2019 (GM-CPC)

BETWEEN:

1. SMT.SHARADAMMA
WIFE OF LATE B M THOPAIAH
AGED ABOUT 54 YEARS
RESIDING AT HANUMANTHASAGARA VILLAGE
DASANAPURA HOBLI,
BENGALURU NORTH TALUK,
BENGALURU RURAL DISTRICT-562 162.

...PETITIONER

(BY SRI. SRIRANGA, ADVOCATE FOR
SRI. NAGIAIAH, ADVOCATE)

AND:

1. SRI. SRINIVASA
SON OF LATE B M THOPAIAH
SINCE DEAD BY LRS

SMT. USHA
W/O LATE SRINIVASA
AGED ABOUT 37 YEARS

KUM. BHAVITA
D/O LATE SRINIVASA
AGED ABOUT 6 YEARS
SINCE REP. THROUGH NATURAL GUARDIAN
MOTHER SMT. USHA

BOTH ARE RESIDING AT
HANUMANTHASAGARA VILLAGE

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DASANAPURA HOBLI,
BENGALURU NORTH TALUK
BENGALURU RURAL DISTRICT-562 123.

2. SMT CHAITRA B V
WIFE OF LATE SATHYANAGARAYANA
MAJOR IN AGE
3. KUMARI UKTHI
D/O OF LATE SATHYANAGARAYANA
MAJOR IN AGE

BOTH ARE R/AT NO.34
3RD CROSS, SUBEDARPALYA
YESHWANTHAPURA, BENGALURU – 560022.

4. SMT LAKSHMI
DAUGHTER OF LATE B M THOPAIAH
AGED ABOUT 52 YEARS
5. SMT INDUMATHI
DAUGHTER OF LATE B M THOPAIAH
AGED ABOUT 50 YEARS
6. SMT MALA
DAUGHTER OF LATE B M THOPAIAH
AGED ABOUT 48 YEARS

R4 TO R6 ARE RESIDING AT
HANUMANTHASAGARA VILLAGE
DASANAPURA HOBLI,
BENGALURU NORTH TALUK
BENGALURU RURAL DISTRICT-562 162.

...RESPONDENTS

(BY SRI. S. SUBRAHMANYA, ADVOCATE FOR R2;
SRI. R.D. PANCHAM, ADVOCATE FOR R4 TO R6 AND ALSO
FOR R1(A AND B);
R-3 SERVED)



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THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO QUASH THE JUDGMENT AND DECREE DATED 21.02.2009 ON IA FILED UNDER SEC.151 OF CPC PASSED BY PRINCIPAL SENIOR CIVIL JUDGE, BENGALURU RURAL DISTRICT, BENGALURU IN OS NO.43/2009 VIDE ANNEXURE-E; AND ETC.

THIS PETITION, COMING ON FOR PRELIMINARY HEARING 'B' GROUP, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:
CORAM: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

ORAL ORDER

Captioned writ petition is filed calling in question the order dated 27.05.2019 passed by the learned Principal Senior Civil Judge, Bengaluru Rural District, Bengaluru, in O.S.No.43/2009 on the application filed by the petitioner under Section 151 of the Code of Civil Procedure, 1908, seeking recall of the compromise recorded between the parties. Consequentially, the petitioner has also questioned the order dated 21.02.2019 passed by the

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Lok-Adalat recording the compromise entered into between the parties.

2. The principal grievance of the petitioner is that the compromise was brought about by playing fraud upon her and that, under the guise of allotting certain properties to her, only a limited life interest was created in respect of the properties described as Schedule-'B' properties in the compromise petition. It is the specific case of the petitioner that she was asked to remain present before the Lok-Adalat and that her signatures were hurriedly obtained at the instance of respondent No.2-Satyanarayan, without furnishing her a copy of the compromise petition or explaining its contents to her. On this premise, the petitioner sought recall of the compromise recorded by the Lok-Adalat. The said application having been rejected by order dated 27.05.2019, the present writ petition is filed.

3. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the



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respondents. Perused the pleadings and the proceedings of the Lok-Adalat.

4. Learned counsel appearing for the petitioner, by referring to the records, would contend that the very procedure adopted by the Court in referring the matter to the Lok-Adalat was fundamentally flawed. It is further contended that the Joint Compromise Petition was presented for the first time before the Lok-Adalat and that the petitioner had not voluntarily consented to the terms thereof. This Court, however, is not persuaded to accept the said contention.

5. At the outset, this Court notices that the compromise recorded by the Lok-Adalat is of the year 2009, whereas the same is sought to be questioned nearly a decade thereafter. Though learned counsel appearing for the petitioner would seek exclusion of the period of delay by referring to an application stated to have been

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filed before the Civil Court in the year 2013, the said circumstance, by itself, would not explain the inordinate delay in questioning the settlement recorded before the Lok-Adalat.

6. It is also necessary to notice that the settlement recorded by the Lok-Adalat, followed by the decree drawn pursuant thereto, stands on a distinct footing. A compromise award passed by the Lok-Adalat cannot be assailed before the Civil Court by invoking Order XXIII Rule 3 of the Code of Civil Procedure, 1908 in the manner suggested by the petitioner. The appropriate remedy, where a party seeks to question the validity of a settlement recorded by the Lok-Adalat on grounds such as fraud or coercion, is to invoke the supervisory jurisdiction of this Court under Article 227 of the Constitution of India. The present petition, therefore, cannot be rejected merely on the ground that the petitioner has invoked the jurisdiction of this Court under Article 227. However, the



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maintainability of the challenge does not dispense with the requirement of explaining the enormous delay or establishing the grounds on which the settlement is sought to be impeached.

7. In this regard, the proceedings of the Lok-Adalat assume considerable significance. The records disclose that the matter pending before the competent Civil Court was referred to the Lok-Adalat at the instance of the parties. The petitioner was represented before the Lok-Adalat by her learned counsel. The proceedings further disclose that deliberations were held in the presence of the parties and their respective counsel and that, upon intervention and assistance of the counsel, the parties arrived at an amicable settlement. It was only thereafter that the Joint Compromise Petition came to be presented before the Lok-Adalat.

8. The proceedings further disclose that the contents of the Joint Compromise Petition were read over and

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explained to the parties. The parties, including the present petitioner, confirmed that the contents of the compromise petition had been duly explained to them and that they understood and admitted the terms thereof. It is thereafter that the Lok-Adalat proceeded to record the compromise and pass the award in terms of the settlement.

9. In the backdrop of these contemporaneous proceedings, the subsequent assertion that the petitioner's signatures were hurriedly obtained without furnishing or explaining the compromise petition does not inspire confidence. More importantly, apart from the bald assertion of fraud, the petitioner has not placed before this Court any tangible or convincing material to establish that the compromise was brought about by fraud, coercion, misrepresentation or any other circumstance vitiating her consent.

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10. The further circumstance which weighs with this Court is the extraordinary delay in questioning the settlement. The petitioner seeks to unsettle a compromise recorded before the Lok-Adalat nearly ten years earlier. A party, who seeks to impeach a solemn settlement after such a long lapse of time, is required to furnish a cogent and satisfactory explanation for the delay and place before the Court credible material demonstrating the circumstances in which the settlement is alleged to have been procured by fraud. In the present case, neither requirement is satisfactorily met.

11. The fact that the petitioner, being a widow, ultimately agreed to accept limited rights in the properties allotted to her cannot, in the absence of cogent material, be treated as proof of fraud. The nature of the right accepted by a party under a compromise, by itself, cannot furnish a basis to presume that the compromise was involuntary or that the party was unaware of its terms.



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The contemporaneous proceedings of the Lok-Adalat, on the contrary, indicate that the settlement was arrived at after deliberations and in the presence of the respective counsel.

12. A settlement voluntarily arrived at by parties before the Lok-Adalat, after due deliberation and with the assistance of their respective counsel, has to be accorded due sanctity. Courts exercising constitutional or supervisory jurisdiction ought to be slow in interfering with such settlements, particularly when the challenge is founded on a subsequent allegation of fraud which is unsupported by tangible material. Interference would be warranted only where the party challenging the settlement is able to establish circumstances which materially affect the validity of the consent or demonstrate that the settlement has resulted in a manifest miscarriage of justice.

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13. In the present case, the petitioner has failed to establish any such circumstance. The contemporaneous proceedings of the Lok-Adalat belie the allegation that the compromise petition was secretly introduced or that its contents were not explained to the parties. The petitioner has also failed to satisfactorily explain the inordinate delay in questioning the settlement and the consequential decree.

14. For the foregoing reasons, this Court is of the considered view that the challenge to the order dated 27.05.2019 does not merit consideration. The petitioner has failed to demonstrate either that the compromise recorded by the Lok-Adalat was vitiated by fraud or that the impugned order suffers from any jurisdictional error warranting interference under Article 227 of the Constitution of India. The inordinate delay and laches in questioning the settlement constitute an additional

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circumstance disentitling the petitioner to the discretionary relief under Article 227 of the Constitution of India.

Accordingly, the writ petition stands ***dismissed.***

No order as to costs.

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(SACHIN SHANKAR MAGADUM)
JUDGE

NBM
List No.: 1 SI No.: 15