



**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**  
**DATED THIS THE 17<sup>TH</sup> DAY OF FEBRUARY, 2026**  
**PRESENT**  
**THE HON'BLE MRS. JUSTICE ANU SIVARAMAN**  
**AND**  
**THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL**  
**REGULAR FIRST APPEAL NO.1316 OF 2025 (SP)**

**BETWEEN:**

SRI. T. S. CHANDPASHA  
S/O. SYED FAKRODDIN,  
AGED ABOUT 58 YEARS,  
R/AT 2<sup>ND</sup> CROSS,  
NRUPATHUNGA EXTENSION,  
TUMAKURU - 572 101.

...APPELLANT

(BY SRI. RAMESH K. R., ADVOCATE)

**AND:**

SRI. H. P. RANGAIAH  
S/O. PUTTARANGAIAH,  
AGED MAJOR,  
HARMONIUM MASTER,

Digitally  
signed by  
RAKSHA  
Location:  
High Court  
of Karnataka



TATVALA, MAGADI TOWN-562120.

...RESPONDENT

(BY SRI. R.K.THONTADHARYA, ADVOCATE)

THIS RFA IS FILED UNDER SECTION 96 OF CPC.,  
AGAINST THE SET ASIDE THE IMPUGNED JUDGMENT AND  
DECREE DATED 31.01.2025 PASSED BY THE LEARNED  
PRINCIPAL SENIOR CIVIL JUDGE & CJM, TUMAKURU, IN  
O.S.NO.282/2016 AND ETC.

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

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN

and

HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL



**ORAL JUDGMENT**

(PER: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL)

This appeal is filed challenging the judgment and decree dated 31.01.2025 passed by the Principal Senior Civil Judge and CJM, Tumakuru in O.S No.282/2016.

2. During the pendency of this appeal, the parties have resolved the dispute amicably and filed a Memorandum of Compromise Petition under Order XXIII Rule 3 of the Code of Civil Procedure, 1908.

3. Learned counsel for the parties submits that the appellant as well as the respondent are present. The parties are identified by their respective counsel. The respondent has paid the sum referred in Paragraph No.5 of the Memorandum of Compromise Petition which has been admitted and receipt of the same is acknowledged by the counsel for the appellant as well as the appellant present before the Court.



4. We have perused the terms of the Memorandum of Compromise Petition. We are satisfied that the terms of the Memorandum of Compromise Petition are as per law and are not opposed to public policy.

5. The terms of the Memorandum of Compromise Petition reads as under:

*"Memorandum of compromise petition under order  
XXIII Rule 3 Read with Section 151 of the Code of Civil  
Procedure*

*The Appellant and the Respondent herein respectfully submit as follows:*

*1. It is submitted that the Appellant has preferred the above appeal seeking to set aside the impugned Judgment and Decree dated 31/01/2025 passed in O.S. No. 282/2016 by the Principal Senior Civil Judge and CJM at Tumkuru.*

*2. It is submitted that the Plaintiff/Appellant had filed O.S. No. 282/2016 before the Principal Senior Civil Judge and CJM at Tumkuru seeking specific performance of the Sale Agreement dated 11/08/2013. The Hon'ble Trial Court, by its Judgment and Decree dated 31/01/2025, was pleased to dismiss the suit of the Plaintiff/Appellant with costs.*

*3. It is submitted that, being aggrieved by the Judgment and Decree passed in O.S. No. 282/2016, the Appellant, who was the Plaintiff before the Trial Court, has preferred the present appeal.*



4. *It is submitted that the Respondent/Defendant, at the time of entering into the Agreement of Sale with the Plaintiff, intended to form a layout in Survey No. 1/3 measuring 30 guntas of land situated at Shettyhalli Village, Kasaba Hobli, Tumakuru Taluk, and to obtain approval from the Tumkuru Development Authority for the formation of sites in the said survey number, and thereafter to sell the schedule sites mentioned hereinbelow. However, due to unforeseen events beyond the control of the Respondent/Defendant, the layout has not been formed in the said survey number and the sites have neither been approved nor formed. The said survey number measuring the aforesaid extent of land has not been developed, and no sites have been formed therein.*

5. *It is submitted that, at the intervention of well-wishers and in their mutual interest, Plaintiff/Appellant Defendant/Respondent have agreed to put a quietus to all disputes and to settle the same on the following terms and conditions:*

*a. The Defendant/Respondent has agreed to pay a sum of Rs.17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand Only) to the Plaintiff/Appellant in full and final settlement of all the claims of the Plaintiff/Appellant under the Sale Agreement dated 11/08/2013 against the Defendant/Respondent and in respect of the Schedule Properties. The details of the payment is as follows:*

- A sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) is paid by way of Demand Draft dated 09/02/2026 bearing No. 754181 drawn on State Bank of India, Hassan Branch to the Appellant.*
- A further sum of Rs.5,00,000/- (Rupees Five Lakhs Only) is paid by way of Demand Draft dated 16/02/2026 bearing No.725959 drawn on Bank of Baroda, Magadi Branch, in favour of the Appellant/Plaintiff to the Appellant*
- The Defendant/Respondent has paid the balance amount of Rs.2,50,000/- (Rupees Two*



*Lakhs Fifty Thousand Only) to the Plaintiff/Appellant by way of cash, in the presence of the learned counsel appearing for both parties.*

*The Appellant hereby acknowledge the receipt of the aforesaid amount in full and final settlement of all the claims of the Plaintiff/Appellant under the Sale Agreement dated 11/08/2013*

*b. The Appellant/Plaintiff, in view of having received the entire sum of Rs.17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand Only), hereby gives up all his claims over the Schedule Properties and declares that he shall have no claim whatsoever either against the Defendant/Respondent or in respect of the Suit Schedule Property.*

*c. The parties hereby declare that they have agreed to the above terms out of their own free will and volition, without any force, coercion, or undue influence.*

*WHEREFORE, the Appellant and the Respondent herein respectfully pray that this Hon'ble Court may be pleased to dispose of the above appeal in terms of the above compromise and to order refund of the court fee to the Appellant, in the interest of justice and equity.*

#### **SCHEDULE PROPERTIES**

##### **Item No. 1**

*All that piece and parcel Site No.15, formed in Sy no.1/3, measuring 30 x 40 feet, situated in Shettihalli Grama, Kasaba Hobli, Tumkuru Taluk and bounded on:*

*East By: Site No. 16;  
West By: Site No. 14:  
North By: 30 Feet road;  
South By: Other Property.*

##### **Item No. 2**



*All that piece and parcel Site No.16, formed in Sy no. 1/3, measuring 40 x 30 feet, situated in Shettihalli Grama, Kasaba Hobli, Tumkuru Taluk and bounded on:*

*East By: Site No. 17;  
West By: Site No. 15;  
North By: 30 Feet road;  
South By: Other Property."*

6. The appeal is ***disposed of*** in terms of the Memorandum of Compromise Petition. The Registry shall draw up decree in terms of the compromise.

7. Registry is directed to refund the eligible Court fee to the appellant on proper identification.

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

**Sd/-  
(VIJAYKUMAR A. PATIL)  
JUDGE**

RAK  
List No.: 1 Sl No.: 10