



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 18TH DAY OF MARCH, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MS. JUSTICE TARA VITASTA GANJU

REGULAR FIRST APPEAL NO. 1496 OF 2025 (PAR)

BETWEEN:

SRI SATHYA PAL
S/O SRI.B.A.KRISHNE GOWDA,
AGED ABOUT 55 YEARS,
AGRICULTURIST,
R/AT OPPOSITE IDSG COLLEGE,
BEEKANA HALLI ROAD,
CHIKKAMAGALURU CITY-577 102.

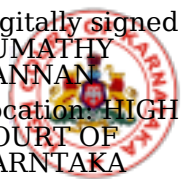
...APPELLANT

(BY SRI. BALAKRISHNA K., ADVOCATE)

AND:

1. SRI. B.A.KRISHNE GOWDA
S/O LATE ANNE GOWDA,
AGED ABOUT 88 YEARS,
AGRICULTURIST,
R/AT NO.20, MIG-2, 3RD PHASE,
JYOTHI NAGAR BADAVANE, HOUSING BOARD,
CHIKKAMAGALURU-577 102.
REP. BY HIS GPA HOLDER
SMT. AHALYA KIRAN
W/O KIRAN KUMAR DEVADAS,
AGED ABOUT 44 YEARS,
R/AT NO.72603, TOWER-7,
NIKOO HOME-1, THANISANDRA MAIN ROAD,
BHARATHI CITY,
BENGALURU-560 064.

Digitally signed by
SUMATHY
KANNAN
Location: HIGH
COURT OF
KARNATAKA





2. SMT. AHALYA
W/O KRIRAN KUMAR DEVADAS,
AGED ABOUT 51 YEARS,
HOUSE WIFE,
R/AT NO.72603,
TOWER-7, NIKOO HOME-1,
THANISANDRA MAIN ROAD,
BHARATHI CITY,
BENGALURU-560 064.

...RESPONDENTS

(BY SRI. NARAYANA RAO., ADVOCATE FOR
SRI. RAJESHWARA.P.N., ADVOCATE FOR C/R2)

THIS RFA FILED UNDER SEC.96 OF CPC., AGAINST THE
JUDGMENT AND DECREE DATED 23.04.2025 PASSED IN OS
NO.76/2023 ON THE FILE OF PRL. SENIOR CIVIL JUDGE AND
CJM, CHIKKAMAGALURU., PARTLY DECREERING THE SUIT FOR
PARTITION AND SEPARATE POSSESSION.

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

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

ORAL JUDGMENT

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

We have heard the learned counsel appearing on
either side. The partition suit filed by
respondents/plaintiffs has been decreed in part.



2. The present appeal is filed against the Judgment and Decree dated 23.04.2025, passed by the learned Principal Senior Civil Judge And CJM Chikkamagaluru in O.S. No.76/2023.

3. A Compromise Petition is filed under Order XXII, Rule 3, read with Section 151 of the Code of Civil Procedure, 1908. The Power of Attorney dated 21.08.2025 executed by the first respondent in favour of the second respondent is on record.

4. The appellant as well as the second respondent are present in person before us. The parties are duly identified by their respective counsel. The second respondent submits that her father has no objection to the appeal being compromised and that it is only on account of the fact that he is unable to travel that the Power of Attorney has been executed in her favour.



5. The terms of the Compromise Petition are as under:

"5. The mutually agreed terms and conditions of this joint compromise petition are as under:

a) The parties shall join the execution of the sale deed to sell the suit schedule item No.1 property as also 4 acres of land in Sy.No.108/2 Melina Huluvatti Village, Jagara Hobli, Chikkamagaluru Taluk jointly as both the properties are adjacent each other and form a compact block and selling the properties together would be more beneficial and would fetch better price.

b) The parties have agreed that 4 acres of land in Sy No. 108/2 of Melina Huluvatti village and suit schedule item No.1 property shall be sold in the open market jointly by the Appellant and Respondents at a price mutually acceptable.

c) Out of the sale proceeds a sum of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) will be first appropriated towards the share of the Respondents No.1 and 2 jointly. The said amount will be deposited in the joint account of Respondents No.1 and 2. In the said amount the Appellant will not have any claim even after the life time of Respondents No.1. The said amount shall absolutely belong to Respondent 2 after the life time of Respondent No.1. The Appellant undertakes that even after the life time of 1st Respondent not to make any claim in this regard against 2nd Respondent. It is agreed and understood that the Appellant will have no right over the said amount at all, at any point in time even after the life time Respondent No. 1.

d) From out of the balance sale consideration, it would the responsibility of the Appellant to pay off all the bank loans raised on the security of the said two properties



and after repaying the said bank loan amounts, whatever amount remains shall absolutely belong to the Appellant and the Respondents have no claim over the said amount. All legal proceedings initiated by any banks and financial institutions shall be attended to and closed by the Appellant at his cost without seeking any contribution from the Respondents in whatsoever manner.

e) As far as the loan taken from PLD Bank the Respondent No.1 is having an account with Taluk Primary Co-operative Agriculture and Rural Development Limited, Ratnagiri Road, Chikkamagaluru Bank As per the confirmation issued by the Manager of the said Bank dated 09/03/2026, a sum of Rs.5,82,800/- (Rupees Five Lakh Eighty Two Thousand Eight Hundred only) is balance amount in the said account. The said amount, after deducting necessary expenses, shall be shared equally among all the three Appellants and the Respondents, each having an equal share in the said amount all the three parties together will equally share the responsibility of repaying the loan of the said bank.

f) There are no other liabilities which could be fastened on the suit schedule item No.1 property and if there are any other liabilities it shall be the responsibility of the Appellant to discharge the same and Respondents are not responsible.

g) In the event the suit schedule item No.1 property and Sy.No.108/2 measuring 4 acres both properties are not sold within 30 days from today, then the Respondents are at liberty to work out their remedy in accordance with their rights as crystalized in the Judgment and Decree dated 23.04.2025 passed in O.S. No.76/2023".



5. The parties submit that they are agreeing to the said compromise on their own free will and volition and that they will abide by the compromise.

6. The compromise petition is taken on record.

7. The Regular First Appeal is decreed in terms of the compromise.

8. The Registry shall draw up the decree in accordance with the compromise entered into between the parties.

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

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