



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 10TH DAY OF JUNE, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

THE HON'BLE MR. JUSTICE T.M.NADAF

REGULAR FIRST APPEAL NO. 1329 OF 2018 (DEC/PAR)

BETWEEN:

1. SRI. K. N. SRINIVAS
S/O SRI K P NARAYANAPPA
RESIDING AT NO.75,
NEW BAZAR STREET, K R PURAM
BANGALORE 560036

...APPELLANT

(BY SRI. C M NAGABUSHANA ALONG WITH P.B.RAJU,
ADVOCATE)

AND:

1. SMT. K. N. CHANDRAKALA
W/O MURALIDHAR T G
RESIDING AT NO.5, HARSHIT NILAYA
NEAR AMAR JYOTHI PUBLIC SCHOOL
BASAVANAPURA MAIN ROAD
K R PURAM, BANGALORE 560036
2. SRI K N MOHAN
S/O SRI K P NARAYANAPPA
RESIDING AT NO.75,
NEW BAZAR STREET, K.R.PURAM
BANGALORE 560036
(TRANPOSED PLAINTIFF)
3. SMT. JAYAMMA,
W/O K.P.NARAYANAPPA,
AGED ABOUT 78 YEARS

Digitally
signed by
VASANTHA
KUMARY B
K
Location:
HIGH
COURT OF
KARNATAKA



R/AT No.75, NEW BAZAR STREET,
K.R PURAM, BANGALORE-560 036.

4. SRI K N PRAKASH
S/O K P NARAYANAAPPA
AGED ABOUT 53 YEARS
RESIDING AT NO.75,
NEW BAZAR STREET,
K R PURAM, BANGALORE 560036
5. SMT K N SUNANDA
W/O M S SRIDHARA
D/O K P NARAYANAPPA
RESIDING AT BALAJI NILAYA
NEAR AMARJYOTHI PBLIC SCHOOL,
BASAVANAPURA MAIN ROAD,
DEVASANDRA, BANGALORE 560036
6. THE BRANCH MANAGER,
TUMKUR GRAIN MERCHANTS
CO-OPERATIVE BANK LTD
TUMKUR, HAVING ITS BRANCH AT NO.17
KRISHNA GRAND OUTER RING ROAD
ANAND NAGAR MARATHAHALLI,
BENGALURU-560031.

...RESPONDENTS

(BY SRI. M.S.VARADARAJAN, ADVOCATE FOR C/R2;
R4, R5 ARE SERVED AND UNREPRESENTED;
R3 DEAD, TREATING LRs AS R1, R2, R4 & R5;
SRI. M.V.REVANSIDDAIAH, ADVOCATE FOR R6;
VIDE ORDER DATED:10.12.2021, SMT. SHOBHA
BHAVIKATTI, ADVOCATE FOR PROPOSED R7 IN
I.A.1/2025;
SRI.M.R.RAJAGOPAL SENIOR ADVOCATE,
ALONG WITH HEMANTH KUMAR G.M, ADVOCATE FOR
M.S.ARATHI.N.J, ADVOCATE FOR R1)

THIS RFA IS FILED UNDER SEC.96 OF THE CPC.,
AGAINST THE JUDGMENT AND DECREE DATED 28.04.2018
PASSED IN OS NO.1450/2010 ON THE FILE OF THE XIV ADDL.
CITY CIVIL AND SESSIONS JUDGE, BANGALORE DECREERING



THE SUIT FOR DECLARATION, PARTITION AND SEPARATE POSSESSION.

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

CORAM: HON'BLE MR. JUSTICE D K SINGH
and
HON'BLE MR. JUSTICE T.M.NADAF

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE D K SINGH)

1. The present appeal has been filed under Section 96 r/w Order XLI Rule 1 of Code of Civil Procedure, 1908 (for short CPC), impugning the judgment and decree dated 28.04.2018 passed by the learned XV Additional City Civil and Sessions Judge Bangalore City in O.S.No.1450/2010.
2. The parties are referred to as per their ranking before the Trial Court, for the sake of convenience.
3. The defendant No.2-brother (appellant) and plaintiff No.1-sister (respondent No.1) have settled their dispute amicably. We place on record our appreciation for the



efforts made by the learned advocates to the parties to settle the dispute amicably between the parties.

4. The parties have filed a compromise petition under Order XXIII Rule 3 r/w Section 151 of the CPC in Court today, setting out the terms of the compromise, which read as under :-

"UNDER ORDER XXIII RULE 3 OF CIVIL PROCEDURE CODE 1908;

1. The Appellant and the Respondent No.1 have amicably settled the matter.

2. The Appellant is the Defendant No.2 in the Trial Court in the OS No.1450/2010 on the file of the XV Addl.City Civil and Sessions Judge, Bengaluru (CCH.No.3). The Respondent No.1 is the 1st Plaintiff. The Respondent No.2 K.N Mohan was Defendant No.3, transposed himself as plaintiff No.2.

3. The Trial Court had decreed the suit of the plaintiff 1 and 2 granting partition and separate possession of 1/6th share each in the suit schedule properties and exhibits P53 to P56, adjusting the sites alienated by the parties.



4. The Defendant No.2 being aggrieved by the said Judgement and Decree dated 28/04/2018, the Appellant/Defendant No.2 has preferred this Appeal.

5. It is submitted that, during the hearing of the Appeal, the matter is settled between the Appellant and Respondent No.1. In the terms of the settlement, the plaintiff/respondent no.1, hereby unconditionally withdraws the suit and claim made by her in the said suit for partition of the schedule properties including the properties covered under Ex.P53 to P56 and accepts that the partition deed dated 05/11/2001 at Exhibit P18 is fair, proper and just and is binding on her and withdraws all the allegations made in the plaint and has no objection for this Hon'ble Court to allow this Appeal and set aside the Judgement and Decree passed by the Trial Court in O.S No.1450/2010 dated 28/04/2018 on the file of the XV Addl. City Civil and Sessions Judge, Bengaluru (CCH No.3).

6. The Appellant without prejudice to the contentions raised in the Appeal and in consideration of the plaintiff No.1/Respondent No.1 consenting and agreeing that the suit O.S No.1450/2010 shall be dismissed and this Appeal be allowed, undertakes to pay to the plaintiff No.1/Respondent No.1 the sum of Rs.1,25,00,000/- (One Crore Twenty Five Lakh Rupees Only) by way



of DD/RTGS within the period of 4 weeks from this day.

7. Recording the above it is prayed by the both the parties, that this Hon'ble Court may be pleased to allow the Appeal in terms of this Compromise Petition. Both the parties agree that this Compromise has been entered into of their own free will and without any compulsion from any source."

5. The parties are personally present before the Court, duly identified by their respective counsels. The parties have put their signatures to the compromise petition dated 10.06.2026 along with their respective counsels. It is stated that this compromise has been entered into out of free will, without any force or coercion. In terms of the compromise, the defendant No.2 has agreed to pay Rs.1.25 crores to the plaintiff No.1 within a period of four weeks by way of a Demand Draft/RTGS.

6. The compromise petition dated 10.06.2026 entered into between defendant No.2 and plaintiff No.1 is taken on



record. Let a decree be drawn in terms of the compromise petition.

7. So far as plaintiff No.2 (respondent No.2) is concerned, who was initially defendant No.3, and thereafter got transposed himself as plaintiff No.2, we have to deal with the impugned judgment and decree on merits.

8. The plaintiff No.2 is the brother of defendant No.2 and plaintiff No.1. By way of a registered Partition Deed dated 05.11.2001, the parties have partitioned the Joint Hindu Family Properties and took possession of their respective shares. In the partition, the plaintiff No.2-K. Mohan got the 'C' schedule properties to his share. This Partition Deed was entered towards full and final settlement of all the claims and share of the Joint Family Properties of the parties. It was further stated in the said registered Partition Deed that the parties had further agreed that they had already entered into a Palupatti in



March 1993 and in the said Palupatti, they had not divided the schedule properties amongst themselves and it was not effected. It was further stated after mutual arrangements and modifications, the parties had agreed to enter into the Partition Deed dated 05.11.2001 as final instrument of partition in respect of the Joint Family Properties. It was also stated that there would be no dispute between themselves and they would not seek any modification of the said partition deed.

9. This Partition Deed came to be challenged by the plaintiff No.1 by filing a suit in O.S.No.1450/2010. The plaintiff No.2, who was originally defendant No.3, got himself transposed as plaintiff No.2.

10. The point that arises for consideration in this appeal is:-

"1. Whether the respondent No.2-plaintiff No.2, who never challenged the partition deed but got himself transposed as plaintiff in the suit filed by the plaintiff No.1 and was an attesting witness to



the sale deed of one of the properties which came to the share of defendant No.4 in which it was specifically mentioned that the said property had come to the ownership and possession of defendant No.4 as a result of the partition deed dated 05.11.2001 and the said plaintiff No.2 was an attesting witness to the said partition deed, can challenge the partition deed which was acted upon?"

11. The period of limitation provided for challenging a document transferring the immovable properties is 3 years. However, the suit was filed only in the year 2010 and therefore, the suit was clearly barred by limitation. The Trial Court, without framing any issue on this preliminary point, has proceeded to decide the suit and decreed it. We are of the view that since the suit was barred by limitation, there was no question of allowing the suit and passing the decree in favour of the plaintiff No.2.

12. The parties have put their signatures to the Partition Deed dated 05.11.2001 out of their free will, without any



force or coercion which is evident from the covenant of the partition deed itself. The partition deed dated 05.11.2001 is a registered document, dividing the joint family properties amongst the coparceners. Not only this, the partition deed was acted upon in the years 2002, 2003, 2005, 2006 and 2008, by which the properties were transferred by the coparcener i.e. the plaintiff No.1 and the defendant No.4 to the third parties. In these conveyance deeds, it was specifically mentioned that the vendors have become owners in possession of those properties as a result of the Partition Deed dated 05.11.2001.

13. Once the parties have acted upon the partition deed and they have disposed of the properties which came to their share, they were not entitled to challenge the very partition deed. Besides this, the defendant No.3 acting, upon the partition deed, had changed the khata in his name. The Trial Court has completely has misled itself while decreeing the suit ignoring this vital evidence



brought on record. Therefore, the impugned judgment and decree passed by the Trial Court is unsustainable in facts as well as in law.

14. Accordingly, the appeal is ***allowed.*** The judgment and decree dated 28.04.2018 passed by the Trial Court in O.S.No.1450/2010 is set aside.

**Sd/-
(D K SINGH)
JUDGE**

**Sd/-
(T.M.NADAF)
JUDGE**

NG
List No.: 2 Sl No.: 11