



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE E.S.INDIRESH

REGULAR SECOND APPEAL NO. 2334 OF 2017 (DEC)

BETWEEN:

SRI KESHAVA @ KESHAVAMURTHY
S/O CHIKKANNA
AGED ABOUT 39 YEARS
RESIDING AT NO.2374/1
CH-11, 1ST CROSS
NEW KANTHARAJ URS ROAD
JAYANAGAR, MYSURU-575 001.

...APPELLANT

(BY SRI. RAMA MOHAN M., ADVOCATE)

AND:

SRI K GOVIDA
S/O LATE L KARIYAPPA
AGED ABOUT 60 YEARS
RESIDING AT NO.2374/1
CH-11, 1ST CROSS, JAYANAGAR
NEW KANTHARAJA ROAD
MYSORE-571 001.

...RESPONDENT

(BY SRI. Y K NARAYANA SHARMA., ADVOCAT)

THIS RSA IS FILED UNDER SECTION 100 OF CPC.,
AGAINST THE JUDGMENT AND DECREE DATED 08.08.2017
PASSED IN RA NO.339/2016 ON THE FILE OF THE VII
ADDITIONAL DISTRICT JUDGE, MYSURU, ALLOWING THE
APPEAL AND SETTING ASIDE THE JUDGMENT AND DECREE
DATED 30.11.2013 PASSED IN OS NO.70/2011 ON THE FILE
OF THE C/CHARGE V ADDL. FIRST CIVIL JUDGE AND JMFC.,
AND MYSORE.



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

CORAM: HON'BLE MR. JUSTICE E.S.INDIRESH

ORAL JUDGMENT

Learned counsel for the appellant has filed compromise
petition under Order 23 Rule 3 of CPC.

2. It is submitted by the parties present before the
Court that the parties have settled the matter in terms of the
compromise petition.

3. The Compromise petition reads as under:

*"On the intervention and advice of the well-wishers
and relatives the parties have settled the disputes
and have agreed for the disposal of the above
appeal in the following terms:-*

*1. The Appellant confirms that his father Kariyappa
had took his share and had relinquished his right in
the suit schedule property and executed registered
Relinquishment deed dated 17.07.1963 in favour of
his father Kariyappa and there was a partition in
the family of Kariyappa and the suit schedule
property has been allotted to the share of
Respondent and the Respondent is the absolute
owner of the suit schedule property.*



2. The Appellant confirms that in view of the said Relinquishment deed dated 17.07.1963, the Appellant has no right over the suit schedule property and the Appellant has vacated the schedule property and has handover the vacant possession of the schedule property to the Respondent.

3. The Appellant has received a sum of Rs.2,00,000/- from the Respondent through a demand draft bearing No.657108 dated 17-03-2026 drawn on State Bank of India, Mysuru Branch, and has handed over the keys of the schedule property to the Respondent today.

4. The Appellant confirms that he has no manner and right. title and interest over the schedule property.

5. The parties admit and confirm that they have no claim against each other or against any other properties belonging to the parties or their family members.

6. There is no collusion between the parties in entering in to compromise and they have entered in to the compromise voluntarily and without anybody's influence and without anybody's pressure.

7. The parties shall bear their own cost in the suit and the above appeal.



Wherefore, the parties respectfully pray that the above appeal be dismissed with the above terms and confirming the Judgment and Decree of the VII Additional District Civil Judge at Mysore in RA No.339/2016 dated 08-08-2017 in the interest of justice."

4. In terms of the compromise petition filed under Order 23 Rule 3 of CPC, the appeal is accordingly disposed of.

SD/-
(E.S.INDIRESH)
JUDGE

AP
List No.: 1 Sl No.: 2