



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 16TH 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. 1701 OF 2025 (SP)

BETWEEN:

1. SMT. SHOBHA
W/O H.C. LINGARAJU,
AGED ABOUT 46 YEARS,
R/A HOSURU VILLAGE,
BIDADI HOBLI, RAMANAGARA TALUK,
RAMANAGARA DISTRICT-562 109.
2. SRI. H. C. LINGARAJU
S/O LATE CHIKKALINGAIAH,
AGED ABOUT 54 YEARS
R/AT HOSURU VILLAGE,
BIDADI HOBLI,
RAMANAGARA TALUK,
RAMANAGARA DISTRICT-562 109.

...APPELLANTS

(BY SRI. NIKHIL HEGDE, ADVOCATE)

Digitally
signed by
RAKSHA
Location:
High Court
of Karnataka



AND:

SRI VENKATESH
S/O VENKATAPPA,
AGED ABOUT 51 YEARS,
R/AT NO.50, KENCHANAPALYA VILLAGE,
K. GOLLAHALLI POST,
Kengeri Hobli,
BENGALURU-560 074.

...RESPONDENT

(BY SRI. DEEKSHITH C., ADVOCATE)

THIS RFA IS FILED UNDER SEC.96 OF CPC., AGAINST
THE JUDGMENT AND DECREE DATED 17.11.2023 PASSED IN
OS NO.141/2017 ON THE FILE OF PRL. SENIOR CIVIL JUDGE
AND CJM, RAMANAGARA., DECREETING THE SUIT FOR SPECIFIC
PERFORMANCE OF CONTRACT.

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

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



ORAL JUDGMENT

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

This appeal is preferred against the judgment and decree dated 17.11.2023 passed by the Principal Senior Civil Judge and CJM, at Ramanagara in O.S.No.141/2017, by which the suit for specific performance was decreed, directing defendants No.1 and 2 to execute the Sale Deed after receiving the balance consideration of Rs.2,00,000/-.

2. We have heard Shri. Nikhil Hegde, learned counsel appearing for the appellants and Shri. Deekshith C, learned counsel appearing for the respondent.

3. It is submitted by the learned counsel appearing for the appellants that an amount of Rs.20,00,000/- has been deposited before this Court pursuant to an order dated 27.11.2025 in this appeal. Further, it is submitted that the respondent has also deposited an amount of Rs.2,00,000/- before the Executing Court.



4. It is submitted that the parties have compromised the dispute and it has been agreed that the amount of Rs.20,00,000/- deposited by the appellants before this Court can be released in favour of the respondent. Further, it is also stated that the respondent herein had deposited an amount of Rs.2,00,000/- before the Executing Court which can also be duly refunded to the respondent with interest, if any earned. Further, the original Gift Deed dated 17.01.2013 and the Agreement of Sale dated 02.07.2016 shall be released to the appellants.

5. The appellants as well as the respondent are present before the Court and are identified by their respective counsel. The settlement arrived at between the parties is recorded in the compromise petition. The terms of settlement read as follows:-

"1. As per the terms of compromise, the Appellants have agreed to pay a total sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) to the Respondent towards full and final settlement of all claims arising out of the suit agreement, decree and appeal proceedings.



2. The said amount of Rs.20,00,000/- has already been deposited before this Hon'ble Court through DD Dated: 21.01.2026 bearing DD No.000080 in compliance with the interim order dated:27.11.2025 and the Respondent is permitted to withdraw the same without furnishing any security.

3. It is agreed that upon the receipt of the agreed compromise amount of Rs.20,00,000/- (Rupees Twenty Lakhs only), agreement of sale dated 02.07.2016, registered as Document No.2796/2016-17 executed between the parties in respect of the suit schedule property shall stand cancelled and terminated.

4. Upon receipt of the said amount, the Respondent/Plaintiff agrees to give up the claim for specific performance of contract and agrees that the suit schedule property shall remain with the Appellants/Defendant.

5. The Respondent/Plaintiff further declares that all rights, title, Interest, possession and ownership in respect of the suit schedule property shall stand restored to the original owner/Appellant free from all encumbrances, claims, agreements, charges, liens, attachments or third-party interests created, if any, by the Respondent/Plaintiff. The Respondent/Plaintiff



shall not claim any right, title, interest or possession over the suit schedule property.

6. The Respondent/Plaintiff agrees to execute any necessary documents, receipts, declarations or acknowledgments required to give effect to this compromise and to restore the title of the Appellants/Defendants.

7. The Respondent/Plaintiff has deposited a sum of Rs.2,00,000/-(Rupees two lakhs only) before the executing court in Ex.No.48/2024 arising out of O.S No. 141/2017 towards execution. Now that the parties have amicably settled the dispute the parties respectfully pray that this Hon'ble court may be pleased to direct the Executing Court to release and refund the said sum of Rs.2,00,000/- (Rupees Two Lakhs only) in favour of the Decree Holder/Respondent.

8. Both parties agree that they have no further claims against each other in respect of the suit transaction, decree or appeal, and the compromise may be recorded in full satisfaction.

9. The parties pray that this Hon'ble Court may be pleased to dispose of the appeal in terms of this compromise and set aside the judgment and decree of the Trial Court accordingly."



6. In view of the compromise as arrived at between the parties, the appeal is ***disposed of*** in terms of the compromise petition. The office of the Trial Court shall refund the amount of Rs.2,00,000/- deposited by the respondent herein to the respondent on proper identification along with interest, if any, earned by the said amount.

7. The Registry shall draw up decree in terms of the compromise. The Registry shall refund the eligible Court fee to the appellants on proper identification.

All pending interlocutory applications shall stand *disposed of*.

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

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