



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 4TH DAY OF MARCH, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

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

REGULAR FIRST APPEAL NO. 1743 OF 2022 (PAR)

BETWEEN:

MR. N. RAJENDRAN,
AGED ABOUT 59 YEARS
S/O. LATE. K. NARAYANASWAMY,
RESIDING AT NO.429, 6TH CROSS,
2ND MAIN, PILLANNA GARDEN,
III STAGE, BANGALORE - 560 045.

...APPELLANT

(BY SRI. BHARADWAJ K R., ADVOCATE)

AND:

1. MR. N. SUNDARAM,
AGED ABOUT 57 YEARS,
S/O. LATE. K NARAYANASWAMY,
RESIDING AT NO.72 "B",
III CROSS, AMAR REGENCY LAYOUT,
HORAMAVU MAIN ROAD,
BANGALORE - 560 043.
2. MR. N. THANGAMANI,
AGED ABOUT 55 YEARS,
S/O. LATE. K NARAYANASWAMY,
RESIDING AT NO.66, III CROSS,
AMAR REGENCY LAYOUT,
HORAMAVU MAIN ROAD,
BANGALORE - 560 043.



3. MR. PRAKASH,
MAJOR,
S/O. NOT KNOWN,
RESIDING AT FIRST FLOOR,
NO.429, 6TH CROSS,
2ND MAIN, PILLANNA GARDENS,
III STAGE, BANGALORE - 560 045.
4. MR. RAJU,
MAJOR,
S/O. NOT KNOWN,
RESIDING AT SECOND FLOOR,
NO.429, 6TH CROSS,
2ND MAIN, PILLANNA GARDENS,
III STAGE, BANGALORE - 560 045.
5. MR. SANAULLA,
MAJOR,
S/O NOT KNOWN,
RESIDING AT FIRST FLOOR,
NO.96, 3RD CROSS,
PILLANNA GARDENS,
III STAGE, BANGALORE - 560 045.
6. MR. HARI,
MAJOR,
S/O. NOT KNOWN,
RESIDING A GROUND FLOOR,
NO.96, 3RD CROSS, 8TH MAIN,
PILLANNA GARDENS, 3RD STAGE,
BANGALORE - 560 045.

...RESPONDENTS

(BY SRI. CHANDRASHEKARA K., ADVOCATE FOR
CAVEATOR R1 & R2)



THIS REGULAR FIRST APPEAL IS FILED UNDER SECTION 96 OF CPC, 1908, AGAINST THE JUDGMENT AND DECREE DATED:07.07.2022 PASSED IN OS.No.10069/2014 ON THE FILE OF THE I ADDITIONAL CITY CIVIL AND SESSION JUDGE, BENGALURU, PARTLY DECREERING THE SUIT FOR PARTITION UNDER SECTION 49 OF THE KCF & SV ACT 1988.

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

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE T.M.NADAF

ORAL JUDGMENT

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

This appeal is filed against the judgment and decree of the I Additional City Civil and Sessions Judge, Bengaluru dated 07.07.2022 in OS.No.10069/2014.

2. We have heard Shri. Bharadwaj K.R., learned counsel appearing for the appellant as well as the Sri. Chandrashekara K., learned counsel appearing for caveator-respondents No.1 and 2.



3. The parties were referred to mediation and the mediation report is placed on record by the Karnataka Mediation Centre stating that the parties have agreed to settle the dispute. A Memorandum of settlement entered into between the parties is also placed on record.

4. The relevant recitals in the memorandum of agreement are as follows:

"I. The Appellant who is Defendant No.1 Sri. N. Rajendran has filed above appeal seeking to setting aside the judgment and decree dated 07th day of July 2022 passed by the I Addl. City Civil and Sessions Judge, Bengaluru in O.S. No. 10069/2014 partly decreeing the suit in respect of properties of their late father and jointly held by Plaintiffs 1 and 2 and Defendant No.1 together in respect of suit schedule 'A' and 'B' properties by metes and bounds.

II. The Respondent No.3 to 6 are the tenants of the suit schedule properties and they are not necessary parties of this settlement.

III. The aforesaid Appeal was referred to mediation for resolving the dispute between the parties. During the course of mediation, the Appellant/Defendant No.1 and Respondent/Plaintiff No.1 and 2 along with their respective Advocates appeared in mediation process. Both the parties after a thorough discussion with the able assistance of their respective Advocates have resolved their disputes and have agreed to the following terms and conditions:

1. Both parties agree that the Schedule 'A' and 'B' properties held by their father Late. K. Narayanaswamy and mother Smt. Leelavathi are the properties succeeded by them after the



death of their father and mother. Both parties state that during the life time of their parents there was no partition of the ancestral properties which are described in schedule A and B.

2. The Trial Court by judgment and decree dated 07th day of July 2022 passed after contest partly decreed the suit in O.S. No. 10069/2014 against which the present appeal is filed.

3. Both the Appellant/Defendant No.1 and Respondent/Plaintiff No.1 and 2 have agreed to amicably settle the dispute taking into consideration duration of the litigation with uncertainty of the result and the litigation expenses as also the family background and their relationship with each other and to maintain cordiality among themselves.

4. In view of this settlement, the Appellant/Defendant No.1 has agreed to retain the Schedule 'A' property by paying a sum of Rs.95,00,000/- (Rupees Ninety Five Lakhs Only) to the Respondents/Plaintiffs No.1 and 2 within three months from today. The Respondents/Plaintiffs No.1 and 2 have agreed for the same.

5. Both the parties have agreed that the Schedule B property shall go to Respondents/Plaintiffs No.1 and 2 jointly. In view of this the Appellant/Defendant No.1 has agreed to relinquish all his rights, title, interest in respect of the Schedule 'B' Property in favour of the Respondents/Plaintiffs No.1 and 2.

6. Both the parties have agreed that the Schedule A property shall go to Appellant/Defendant No.1. In view of this the Respondents/Plaintiffs No.1 and 2 jointly have agreed to relinquish all their rights, title, interest in respect of the Schedule 'A' Property in favour of the Appellant/Defendant No.1, which is in exclusive possession of Appellant/Defendant No.1.



7. The Appellant/Defendant No.1 agrees and undertakes to pay the sum of Rs.95,00,000/- (Rupees Ninety Five Lakhs Only) to the Respondents/Plaintiffs Nos.1 and 2 within three months from today. However if Appellant/Defendant No.1 is unable to arrange the funds for payment, the Respondents/Plaintiffs Nos.1 and 2 agree to allow him another three months time to arrange and pay the agreed amount subject to the Appellant/Defendant No.1 paying interest @18% per annum on the said sum of Rs.95,00,000/- (Rupees Ninety Five Lakhs Only) commencing from the 91st day. Both parties further agree that in the event of the Appellant/Defendant No.1 committing further default in payment of the amount stipulated herein before, the agreement shall automatically stand cancelled.

8. The Appellant/Defendant No.1 has agreed to return all the original documents and handover physical possession pertaining to the Schedule 'B' property to the Respondents/Plaintiffs Nos.1 and 2 today.

9. In view of this settlement the Appellant/Defendant No.1 hereby shall continue to be in peaceful possession and enjoyment of the suit schedule 'A' property as its absolute owner and Respondent No.1 and 2 hereby shall continue to be in peaceful possession and enjoyment of the suit schedule 'B' property as its absolute owners.

10. Both parties undertake that they will not interfere either personally or through their representatives or their successors in interest, in any manner with the peaceful possession and enjoyment of their respective shares allotted herein.

11. The Appellant/Defendant No.1 hereby declare that they do not have any right in the suit schedule 'B' property in future and the



Respondent No.1 and 2 have no any right or claims in the suit schedule 'A' property in future.

12. Both parties state that their late Father Sri. K. Narayanaswamy held an savings bank account in State Bank of Travancore, Pillanna Garden Branch, with account No. 57003437489, now merged with State Bank of India. Both parties agree that they will share the amounts available as of today in the said account equally among themselves @ of 1/3rd each.

13. Both parties agree that they will get the decree registered to enable each one of them to enjoy the properties allotted to them as its lawful owner/s.

14. The parties state that they have entered in to this agreement/settlement on their own volition and there is no coercion or force on them from any one.

15. Both the parties agree to appear before the court with their proof of identity to enable the Hon'ble Court to record this settlement.

IV. In view of the aforesaid agreement entered into between the parties, the parties pray that this Hon'ble High Court be pleased to pass appropriate orders and also direct the registration of the decree in terms of this settlement."

5. Today, the parties are present before the Court. They are duly identified by their respective counsel. A Demand Draft bearing No.453333 dated 23.02.2026 in favour of Sri.N.Sundaram, for a sum of *Rs.47,50,000/- and another Demand draft bearing No.453334 dated



23.02.2026 in favour of Sri.N.Thangamani, for a sum of *Rs.47,50,000/- drawn in favour of State Bank of India are being handed over today.

6. In view of the memorandum of settlement as well as the joint memo placed on record, the RFA is ***disposed of.***

The Registry shall draw up decree in terms of the settlement. Registry shall refund the Court fee to the appellant on proper identification.

All pending interlocutory applications shall stand ***disposed of.***

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

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

PK
List No.: 1 SI No.: 6

<i>*Corrected vide Court order dated 24.04.2026.</i>
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