



CNR: KAHC010478722026

NC: 2026:KHC:46043
WP No. 21544 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO. 21544 OF 2026 (GM-RES)

BETWEEN:

1. SIDDARTHA P.SHASTRY
S/O. SRI.PRADEEP SHASTRY,
AGED ABOUT 41 YEARS,
R/O. A/8, A P M C SAGAR ROAD,
SHIVAMOGGA-577204.
2. SAMARTHA P. SHASTRY,
S/O. SRI.PRADEEP SHASTRY,
AGED ABOUT 39 YEARS,
R/O. 108, BENAKA KOTE ROAD,
SHIVAMOGGA-577202.

...PETITIONERS

(BY SRI. SRINIVAS V., ADVOCATE)

AND:

1. THE SPECIAL DEPUTY COMMISSIONER
BENGALURU URBAN DISTRICT AND THE
APPELLATE TRIBUNAL UNDER THE MAINTENANCE
AND WELFARE OF PARENTS AND
SENIOR CITIZENS APPELLATE TRIBUNAL,
BENGALURU -560009.
2. THE ASSISTANT COMMISSIONER,
BENGALURU SOUTH SUB - DIVISION AND
THE TRIBUNAL UNDER THE MAINTENANCE AND
WELFARE OF PARENTS AND SENIOR CITIZENS ACT,
KANDAYA BHAVAN,
BENGALURU - 560009.

Digitally signed
by SHWETHA
RAGHAVENDRA
Location: HIGH
COURT OF
KARNATAKA



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3. SRI. PRADEEP SHASTRY,
S/O. SRI.LATE.H.R. GOPAL KRISHNA SHASTRY,
AGED ABOUT 70 YEARS,
4. SMT. SUDHA PRADEEP,
W/O. SRI. PRADEEP SHASTRY,
AGED ABOUT 67 YEARS,

BOTH ARE R/O. ARIVE DESIGNERS,
3RD CROSS, 5TH MAIN, BANK OF BARODA COLONY,
J.P. NAGAR, 7TH PHASE,
BENGALURU - 560079.

...RESPONDENTS

(BY SRI. MOHAMMED JAFAR SHAH., AGA FOR R1 & R2;
SRI. C. VENKATESH., ADVOCATE FOR R3 & R4)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO ISSUE A WRIT OF CERTIORARI TO QUASH THE ORDER DTD. 03.07.2026 PASSED BY THE R-1 HEREIN IN PROCEEDINGS BEARING NO. MAG(4)/SC-CR/44/2025-2026 IN THE INTEREST OF JUSTICE AND EQUITY A COPY OF THE SAID ORDER IS HEREWITH SUBMITTED AS ANNEX-A AND ETC.

THIS WRIT PETITION, COMING ON FOR PRELIMINARY HEARING IN 'B' GROUP, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

ORAL ORDER

1. The petitioners are before this Court seeking for the following reliefs:

- (i) *Issue a Writ of Certiorari to quash the order dated 03.07.2026 passed by the respondent No.1 herein in proceedings bearing No. MAG(4)/SC-CR/44/2025-2026, in the interest of justice and equity, a copy of said order is herewith submitted as Annexures-A.*



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(ii) Any other relief which is deemed fit in the facts and circumstances of the case and in the interest of justice and equity.

2. The petitioners, who are the sons of respondents No.3 and 4, had approached this Court challenging the order passed by the Special Deputy Commissioner, Bangalore Urban District dated 03.07.2026 in MAG/4/SC-CR/44/2025-26. By virtue of which order, the gift deeds executed by respondents No.4 and 5 in favour of the petitioners were directed to be cancelled.
3. When the matter was taken up for hearing, this Court was of the opinion that it was eminently suitable for mediation and settlement. Hence, the matter was referred to mediation.
4. The matter being referred to the Karnataka Mediation Center, the Director, KMC had appointed Sri Bharath Kumar Mehta as the sole mediator.
5. During the course of several sittings which had been held by Sri Bharath Kumar Mehta the Mediator, the parties have arrived at a settlement which is recorded in terms of the memorandum of settlement under Section 89 of CPC r/w Rules 24 and 25 of the



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Karnataka Civil Procedure (Mediation) Rules, 2005,
which reads as under:

**"MEMORANDUM OF SETTLEMENT UNDER SECTION
89 OF CPC READ WITH RULES 24 AND 25 OF THE
KARNATAKA CIVIL PROCEDURE (MEDIATION)
RULES, 2005.**

The parties above named beg to submit as follows:-

I. The Petitioners unconditionally accept the order dated 03.07.2026 passed by the Special Deputy Commissioner and Appellate Tribunal in Proceedings No. MAG (4)/SC-CR/44/2025-2026, agree and concede that the said order shall stand fully implemented in accordance to their order and terms agreed in this Settlement.

II. The said Writ Petition is referred to mediation for resolving the dispute between the petitioners and the respondent No.3 and respondent No.4. The petitioner No.1 and 2 along with their counsel were present. The respondents No.1 and 2 are formal parties and they were not present. The respondent No.3 and respondent No.4 along with their counsel were present and after several rounds of mediation proceedings both the parties have agreed to resolve the disputes between them under the following terms and conditions:

1. The Petitioners undertake and agreed to hand over vacant and physical possession of the following agricultural properties on or before 10.08.2026.

(a) Survey No.215 measuring 4 Acres; and (b) Survey No.214/2 measuring 3 Acres 31 Guntas, situated at Hasudi Village, Shivamogga District, together with all easements, appurtenant rights, standing arecanut trees, coconut trees, plantations, standing crops, borewell, pumpsets, irrigation facilities, pipelines, electricity service connection, fencing, farm structures, and ownership, free from every obstruction, encumbrance or interference. The Petitioners further undertake that after handing over possession they shall not harvest, remove, cut, sell, transport, pledge or otherwise appropriate any arecanut



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crop, coconut crop, timber, firewood, standing trees or any other agricultural produce from the said property. It is further mutually agreed that from date of settlement i.e. 07.08.2026, the entire usufruct, agricultural income and every benefit arising from the agricultural property shall exclusively belong to Respondent Nos.3 and 4.

2. The Petitioners have requested three months time to vacate the residential property bearing Property No.3, Municipal Khata No.150/110 (Old Khata No.120/110/70), situated at Kote Road, Shivamogga. Respondent Nos.3 and 4, solely with a view to bringing an end to the litigation and without waiving any of their rights under the order dated 03.07.2026. As such, the respondent No.3 and 4 have agreed to grant time up to 10.11.2026. Accordingly, the Petitioners undertake to hand over vacant and physical possession of the said residential locks keys, property, together with all and appurtenances, on or before 10.11.2026, and further undertake not to seek any extension of time before any Court, Tribunal or Authority. The Petitioners expressly acknowledge and agree that the period granted up to 10.11.2026 is to facilitate settlement and not to create or confer any tenancy, lease, licence, possessory right or any other legal or equitable interest in their favour.

3. Until handing over vacant and peaceful possession of the residential property on or before 10.11.2026, the Petitioners undertake and agree not to induct or permit any third party, family member, relative, servant or any other person to occupy or claim possession of the property; shall not create any tenancy, lease, licence, occupancy right or any other interest whatsoever; shall not mortgage, charge, gift, sell, transfer, alienate or otherwise encumber the property, nor execute any agreement of sale, General Power of Attorney, development agreement or any other document affecting the property; shall not alter, demolish, reconstruct, damage or change the nature or character of the property; and shall maintain the property in good condition while paying all electricity charges due, water charges, municipal taxes and all other statutory outgoings payable until the date of delivery of possession.



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4. The Petitioners confirm that they have not created any mortgage, charge, lease, licence, tenancy, cultivation agreement, agreement of sale, General Power of Attorney, third-party interest or any encumbrance over If any liability or either of the schedule properties. encumbrance exists or is discovered subsequently, the Petitioners shall remove and discharge the same entirely at their own cost and shall fully indemnify Respondent Nos.3 and 4 against every loss, claim or liability.

5. At the time of handing over possession, the Petitioners undertake to hand over all original title deeds, revenue records, RTCs, mutation extracts, khata records, tax-paid receipts, possession-related documents and every other original document relating to the schedule properties which are in their possession to the respondent No.3 and 4.

6. The Petitioners undertake to voluntarily co-operate and appear before the competent authority whenever required and extend full cooperation for restoration of RTC, mutation entries, khata, revenue records and every consequential entry in favour of Respondent Nos.3 and 4 and shall execute all applications, declarations, affidavits and documents required by the Revenue Authorities, Registration Department or any other statutory authority.

7. The Petitioners agrees to withdraw every objection, complaint, representation or application, if any, made against implementation of the order dated 03.07.2026 and further agree to extend co-operation for its implementation.

8. The Petitioners undertake not to interfere with the peaceful possession, enjoyment or ownership of Respondent Nos.3 and 4 after handing over of possession of both properties stated above. Further, it is clarified and mutually agreed that respondents No.3 and 4 give up claiming the maintenance amount in future in view this settlement/agreement.

9. The Petitioners undertake to discharge every loan, mortgage, charge, bank liability or other encumbrance created by them over the schedule properties, and



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Respondent Nos.3 and 4 shall not be liable in any manner whatsoever.

10. The Petitioners agree and undertake not to institute or prosecute any suit, appeal, review, revision, writ petition or any other proceeding challenging the order dated 03.07.2026, and the orders to be passed by of the Hon'ble High Court on the terms agreed in this settlement agreement dated: 07.08.2026 in the above petition.

13. Both the parties state and agree that they have no other claims against each other except what is stated above. However they are at liberty to meet and build their healthy and harmonious relationship.

14. The Petitioners and Respondent Nos.3 and 4 have voluntarily arrived at this settlement out of their own free will, without any force, coercion, undue influence, fraud or misrepresentation, with a view to finally and resolve all disputes in above said case.

III. In view of the aforesaid agreement entered between the parties hereto, the petitioners and respondent No.3 and 4 pray that this Hon'ble Court be pleased to pass necessary orders and dispose off the above Writ Petition in terms of this agreement/settlement.

IV. Parties have agreed to appear before the Hon'ble Court for reporting settlement for passing necessary orders in terms of the agreement."

6. Both the petitioners are before this Court and are identified by their counsel as also respondents No.3 and 4 personally present before this Court and they are also identified by their counsel.
7. Both the petitioners and the respondents submit that they have entered into the above settlement out of



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their free will and volition and they are acceptable to the settlement which has been arrived at.

8. The time limit which has been prescribed for handover of the property i.e., 10.11.2026 would be adhered to is the categorical submission made by the petitioners.
9. The confirmation on part of the petitioners that they have not created any mortgage, charge, lease, license, tenancy, cultivation agreement or any encumbrance on the said property is also placed on record.
10. The petitioners being the sons of respondents No.3 and 4, the settlement having been arrived at now, this Court hopes and believes that all of them will continue to have a proper relationship without any scope for any further litigation.
11. Placing the fond hope of this Court on record, the petition stands **disposed**.

SD/-
(SURAJ GOVINDARAJ)
JUDGE

KTY/List No.: 2 Sl No.: 6