



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 12TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE RAVI V HOSMANI

REGULAR SECOND APPEAL NO. 1187 OF 2025 (SP)

BETWEEN:

E R RANGASWAMY
SINCE DEAD BY LRS

1. SMT. JAYALAKSHMI
W/O LATE E R RANGASWAMY,
AGED ABOUT 51 YEARS,
R/O ESHWARAHALLI VILLAGE,
LAKYA HOBLI,
CHIKKAMGALURU TALUK 577 101.
2. DHANALAKSHMI
D/O LATE E R RANGASWAMY
AGED ABOUT 22 YEARS,
R/O ESHWARAHALLI VILLAGE,
LAKYA HOBLI,
CHIKKAMGALURU TALUK 577 101.
3. PAVANA
D/O LATE E R RANGASWAMY
AGED ABOUT 21 YEARS,
R/O ESHWARAHALLI VILLAGE,
LAKYA HOBLI,
CHIKKAMGALURU TALUK 577 101.

...APPELLANTS

(BY SRI RAVI M.M., ADVOCATE)

Digitally signed
by ANUSHA V
Location: High
Court of
Karnataka



AND:

E K SHANTHKUMAR
S/O LATE KARIGOWDA,
AGED ABOUT 55 YEARS,
R/O DODDABASAVANAPURA
LURUDUNAGAR LAYOUT,
NEAR D B Y VIRGONAGAR POST,
BENGALURU 560 049.

...RESPONDENT

(BY SRI RAJESH GOWDA, ADVOCATE)

THIS RSA IS FILED UNDER SEC.100 OF CPC., AGAINST
THE JUDGMENT AND DECREE DATED 14.11.2024 PASSED IN
RA NO.3/2023 ON THE FILE OF PRINCIPAL SENIOR CIVIL
JUDGE AND JMFC, CHIKKAMAGALURU, ALLOWING THE
APPEAL AND SETTING ASIDE THE JUDGMENT AND DECREE
DATED 24.11.2022 PASSED IN OS NO.315/2021 ON THE FILE
OF II ADDITIONAL CIVIL JUDGE AND JMFC,
CHIKKAMAGALURU.

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

CORAM: HON'BLE MR. JUSTICE RAVI V HOSMANI



ORAL JUDGMENT

Challenging judgment and decree dated 14.11.2024 passed by Prl. Senior Civil Judge & CJM, Chikkamagaluru, in RA no.03/2023, this appeal is filed.

2. This appeal is by defendants no.1 to 3 in O.S.no.315/2021 filed for specific performance against divergent findings.

3. Learned counsel for parties jointly submitted that during pendency of appeal, parties have settled matter and respondent has agreed to pay for Rs.3,50,000/- in favour of appellants in final and full settlement. Compromise petition is filed today before Court in presence of parties along with their respective counsel. Terms of which reads as under:

***"COMPROMISE PETITION UNDER SECTION XXIII
RULE 3 OF THE CODE OF CIVIL PROCEDURE***

The above-named appellants and the respondent submits as follows:

1. It is submitted that the appellants have filed above appeal against the judgment and decree dated 14.11.2024, passed in RA No. 03/2023, by the Principal Senior Civil Judge and CJM at Chikkamagaluru, which reversed the judgment and decree dated 24.11.2022, passed in OS No. 315/2021, by the II Additional Civil Judge and JMFC at Chikkamagaluru.



2. The respondent as plaintiff filed a suit against the defendants for Specific Performance of the registered Agreement of Sale dated 28.12.2018, on the file of II Additional Civil Judge and JMFC at Chikkamagaluru, in OS No. 315/2021 to direct the defendants therein to execute the registered sale deed in favour of the Plaintiff with respect to suit schedule property and the trial court hold that the execution of agreement of sale and receiving of earnest amount are affirmative and however, the trial court dismissed the suit of the plaintiff is not ready to wiling perform his part of contract on 24.11.2022. Against the judgment and decree, the plaintiff preferred an appeal before the Principal Senior Civil Judge and CJM at Chikkamagaluru, in RA No. 3/2023 and after re-appreciating the material on record, the first Appellate court allowed the appeal and decreed the suit of plaintiff as sought for and the defendants are filed this appeal.

3. After filing of the appeal, at the instance of the close relatives and elders of the family conciliated the matter in dispute between the appellants and respondent. The said conciliation has become fruitful and accordingly, the appellants and the respondent have agreed to get an end to the litigation by way of compromise on the following terms:

4. The appellants/defendants admitted that they and E.R Rangaswamy have executed a registered Sale Agreement dated 28.12.2018, the total sale consideration had been fixed a sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) and the plaintiff/respondent has paid a sum of Rs.2,40,000/- (Rupees Two Lakhs Forty Thousand Only) and the remaining balance amount of Rs.10,000/- (Rupees Ten Thousand Only) payable by the respondent/plaintiff.

5. It is submitted based on the judgment and decree, the respondent filed an execution petition in Ex.P.No. 27/2025 and the respondent/Judgment debtor has deposited remaining amount of Rs.10,000/- before the trial court.



6. Whereas, in view of entering of this compromise petition, the respondent has agreed to pay an additional amount of Rs.3,50,000/-(Rupees Three Lakhs Fifty Thousand Only) in favour of appellants/defendant, by way of demand draft bearing No.777333, dated 11.02.2026, drawn on Bank of Baroda, K. R Puram Branch, Bangalore, in favour of appellant No.1/Smt. Jayalakshmi and on the authorization of appellants No. 2 & 3.

7. The appellants/Defendants have agreed not to claim any right over the suit schedule compromised property in future also.

8. This compromise petition shall be binding on the parties, legal heirs, their successors in interest and assignees also.

9. The appellants/defendants shall to obtain the 11E Sketch or independent Khatha in the RTC Extract of compromised schedule property within 2 months from this date, on expenses of the respondent/plaintiff and the appellants/defendants shall intimate to the same to the respondent/plaintiff and also intimate execution of registered sale deed. The appellants/ defendants shall provide their Aadhaar cards, Pan cards, and death certificate of E.R Rangaswamy and other documents to enable to registered sale deed of the schedule property in favour of respondent/defendant.

10. The appellants/defendants have confirmed that they have agreed to execute the registered sale deed with respect to schedule property and if, they failed to the same, the respondent/plaintiff has already filed execution proceedings in Ex. P No.27/2025 and he has liberty to execute the decree due process of law.

11. The appellants/defendants confirm/undertake that neither they nor their family members, or anybody have no any right, title, interest or possession over the schedule property and the appellants/defendants confirm that this compromise is also entered on the benefit, interest and welfare of their minor children's respectively.



12. The parties hereby declare and state that they have entered into, executed and admitted execution of this compromise petition out of their own free will and volition, without any coercion or undue influence, and that they jointly and/or severally accept to be unconditionally bound by the terms and conditions of this compromise petition.

WHEREFORE, it is prayed that this Hon'ble court may be pleased to receive this compromise petition on record and drawn the decree as per compromise petition, on the facts and in the circumstance of the case and in the interest of justice and equity.

SCHEDULE OF THE PROPERTY

All that piece and parcel of agricultural land bearing Survey No. 273/7, measuring 1 Acre, situated at Eshwarahalli Village, Lakya Hobli, Chikkamangaluru Taluk and bounded on: -

East by: - Halla

West by:- Property belongs to E.B Manjegowda

North by:- Property belongs to Sheshadri Iyengar and

South by:- Property belongs to Chikkegowda and Gangamma"

4. Perused terms of Compromise petition. Same is taken on record.

5. On interaction, parties have stated that contents of terms and conditions of compromise petition explained to them and after understanding same they have affirmed same and signed it. Even today, in Court, terms of compromise petition was explained to them once again by Sri Sateesh S Kudtarkar, learned counsel, who was present in Court and reiterated that



they affirmed it out of their free will and volition and without there being any threat, coercion or undue influence from anybody.

6. As per terms of compromise petition, respondent handed over a demand draft bearing no.777333 dated 11.02.2026 drawn on Bank of Baroda, KR Puram Branch, Bengaluru, in favour of appellant no.1 - Smt.Jayalakshmi and also on behalf of appellants no.2 and 3. Settlement is duly signed by both parties, whose signatures are identified by their respective counsel.

7. In view of terms of compromise petition, appeal is disposed of, judgment and decree dated 14.11.2024 passed by Prl. Senior Civil Judge & CJM, Chikkamagaluru, in RA no.03/2023 is set aside.

In view of disposal of appeal, pending IAs does not survive for consideration.

Registry is directed refund admissible Court fee in favour of appellant no.1.

**Sd/-
(RAVI V HOSMANI)
JUDGE**