



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 2ND DAY OF JULY, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

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

WRIT APPEAL NO. 1340 OF 2024 (LR)

BETWEEN:

SRI. MANCHEGOWDA
SINCE DECEASED BY LRS.,

1. SRI MANCHEGOWDA
S/O LATE MANCHEGOWDA @
MOOGABASAVEGOWDA,
AGED 69 YEARS,
R/AT GOVINDANAHALLI,
MULUR HOBLI,
CHENNAPATNA TALUK
RAMANAGARA DISTRICT - 562160

...APPELLANT

(BY SRI. K.N.NITESH, ADVOCATE FOR
SRI. K V NARASIMHAN., ADVOCATE)

AND:

G. DEVEGOWDA
SINCE DECEASED BY LRS.,

1. SRI P VASANTHAMMA
W/O G. DEVEGOWDA,
AGED 75 YEARS



2. SRI YATHISH D
S/O G. DEVEGOWDA,
AGED 55 YEARS
3. SRI SRINVAS D
S/O G. DEVEGOWDA,
AGED 52 YEARS
4. SRI ROOPESH D
S/O G. DEVEGOWDA,
AGED 50 YEARS
5. SMT SUDHA RANI D
D/O G. DEVEGOWDA,
AGED 57 YEARS

R1 TO R5 ALL ARE R/AT NO 88,
8TH CROSS, 6TH MAIN,
NAGARABHAVI II STAGE,
BENGALURU - 560072

6. STATE OF KARNATAKA
REPRESENTED BY ITS SECRETARY,
DEPARTMENT OF REVENUE
VIDHANA SOUDHA,
BENGALURU - 560001
7. LAND TRIBUNAL BY ITS
CHAIRMAN, CHANNAPATNA TALUK
RAMANAGARA DISTRICT - 562160

...RESPONDENTS

(BY SRI. THILAK RAJ.S.V, ADVOCATE FOR R1 TO R5;
SRI. B.RAVINDRANATH, AGA FOR R6 & R7)

THIS WRIT APPEAL IS FILED U/S 4 OF THE KARNATAKA
HIGH COURT ACT PRAYING TO ALLOW THIS APPEAL AND SET
ASIDE IMPUGNED ORDER DATED 31.07.2024 PASSED IN WP
No. 13662/2017 BY THE LEARNED SINGLE JUDGE, ETC.

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



CORAM: HON'BLE MR. JUSTICE D K SINGH
and
HON'BLE MR. JUSTICE T.M.NADAF

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE D K SINGH)

The present intra Court appeal has been filed impugning the judgment and order dated 31.07.2024 passed by the writ Court in W.P.No.13662/2017 (LR), filed by the appellant against the order dated 16.03.2017 passed by the Land Tribunal, Chennapatna Taluk.

2. During the pendency of this appeal, the parties have settled their dispute amicably and have filed the Compromise Petition under Order XXIII Rule 3 r/w Section 151 of the Code of Civil Procedure, 1908, praying to dispose of the appeal in terms of the consent compromise.

3. The appellant as well as the respondents are present in person. However, respondent No.1 has executed a power of attorney in favour of respondent No.3 stating that due to her old age she is unable to be present before the Court. The said General Power of Attorney dated 30.06.2026 filed along with the memo is placed on record.



4. The parties have been duly identified by their respective counsel. They have stated in the compromise that the parties have settled their dispute outside the Court out of their free will, without any force/coercion or undue influence and that they will abide by the terms of the compromise. The terms of the compromise read as under :-

"3. The appellant accepts the order of the Land Tribunal, Channapatna in LRF No. 60/75-76 dated 16-03-2017, which is affirmed in WP No.13662/2017 by the Learned Single Judge of this Hon'ble Court by order dated 21-07-2024 and concedes to the ownership of Respondent No.1 to 5 concerning the SCHEDULE PROPERTIES.

4. The appellant and respondent No. 1 to 5 and G.L.Shivalingu S/O Late Lingegowda collectively own 3 acres 32 guntas in Survey No. 10, situated at Govindanahalli, Muluru Hobli, Channapatna Taluk. The Northern portion measuring 1 acre 12 guntas is held by the appellant. The intervening portion is held by G.L.Shivalingu S/O Late Lingegowda, and the southern portion is held by Respondent No. 1 to 5. To ensure unhindered and continued access to the central and southern portions from the northern approach, the Appellant has agreed to reserve a permanent road/pathway of 12 feet in width along the eastern boundary of his holding. The Appellant further undertakes to execute a formal Easement Agreement affirming the said right of way and shall duly register the



same before the jurisdictional Sub-Registrar within a period of 90 days from the date of acceptance of this compromise petition by this Hon'ble Court. For the purpose of brevity said 12 feet of land is shown in the letter "ABCD" in Sketch no.1 which shall form part and parcel of this compromise. The stamp duty, registration fees, and all other incidental expenses relating to the execution and registration of the aforesaid agreement shall be borne exclusively by Respondents No. 1 to 5.

5. In consideration of the aforementioned arrangements, Respondents No. 1 to 5 have agreed to absolutely convey an extent of 18^{1/4} Guntas in Survey No. 9/5, situated at Govindanahalli, MuluruHobli, Channapatna Taluk, free of any monetary consideration, in favour of the Appellant and duly register the Conveyance Deed before the jurisdictional Sub-Registrar within a period of 90 days from the acceptance of this compromise petition by this Hon'ble court. The identified 18^{1/4} Guntas of land is shown in the letters "ABCDEFGH" in Sketch No. 2, which shall form part and parcel of this compromise petition. It is expressly agreed that the aforesaid conveyance shall be without any separate consideration or monetary payment, and that the mutual promises, undertakings, covenants, and settlement recorded under this compromise petition shall themselves constitute the sole and sufficient lawful consideration for the execution and registration of the said Conveyance Deed. The stamp duty, registration fees, and all other incidental expenses relating to the execution and registration of the aforesaid conveyance deed shall be borne exclusively by Appellant.



6. In Sy No. 17/1, totaling 1 acre 17 guntas, the parties acknowledge that 28.5 guntas belong to Puttamma's family and waive, all claims thereto. Of the remaining portion, Respondents No. 1 to 5 shall, within a period of 90 days, execute and register a Conveyance Deed in favour of the Appellant conveying the house property measuring 2.5 guntas (Two and a Half Guntas only), free of any separate monetary consideration. It is expressly agreed that the mutual promises, covenants, and obligations recorded in this compromise petition shall constitute the sole and sufficient consideration for the execution and registration of the said Conveyance Deed. Further, Respondents No. 1 to 5 shall retain an extent of 26 guntas of land situated to the east of the share allotted to Smt. Puttamma. With Puttamma's prior consent, the parties agree to survey the land to bifurcate these three distinct portions the Appellant's 2.5 guntas (Two and Half Guntas only), Puttamma's 28.5 guntas, and the 1st to 5th Respondent's 26 guntas-and ensure the assignment of respective sub-phode numbers. The said two and half guntas of land to be conveyed to the appellant is shown in the letters "ABCD" in Sketch No.3, which shall form part and parcel of this compromise petition. The stamp duty, registration fees, and all other incidental expenses relating to the execution and registration of the aforesaid conveyance deed shall be borne exclusively by Appellant.



7. The parties shall extend full cooperation to identify, by conducting survey, preparing 11E sketch, and concluding phodi in respect of the aforesaid lands. Except as recorded herein, the parties shall have no further claims, demands, or disputes of any nature whatsoever against each other in any manner.

8. It is hereby agreed and clarified that in the event any member(s) of the Appellant's family or his branch, namely the legal heirs of Late Manchegowda @ Moogabasavegowda, raise any claim, right, title, or interest in respect of the properties covered under this compromise, the Appellant and his branch shall be solely responsible to resolve such claims amicably and in accordance with law. The Respondents No.1 to 5 shall not be held responsible or liable in any manner whatsoever for such inter se disputes within the Appellant's family.

9. It is further agreed that Respondents No.1 to 5 shall execute the registered conveyance deeds contemplated under this compromise petition in favour of the Appellant only after securing and effecting revenue entries in their respective names in respect of the properties agreed to be conveyed. The said exercise shall be completed within 60 days from the date of acceptance of this compromise petition by this Hon'ble Court.

10. This compromise has been entered into by the parties voluntarily after availing respective legal advice. The parties have read and understood the contents of



this petition and have affixed their signatures here to in acceptance of the same."

5. As the parties have settled their dispute amicably in terms of the compromise stated above, the instant appeal is ***disposed*** of. The parties shall abide by the terms of the compromise.

**Sd/-
(D K SINGH)
JUDGE**

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

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CT:SN
List No.: 1 Sl No.: 6