



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

WRIT PETITION NO. 23635 OF 2025 (GM-RES)

BETWEEN:

1. SMT. SANNAMMA
W/O MINCHANNA
D/O LATE SANNATHIMMANNA
AGED ABOUT 57 YEARS,

2. SMT. SIDDAMMA
W/O ERANNA
D/O LATE SANNATHIMMANNA
AGED ABOUT 66 YEARS,

BOTH ARE R/AT MADALURU
DASARAHALLI, KASABA HOBLI,
SIRA TALUK - 572 139.

...PETITIONERS

(BY SRI. NATARAJA B.S, ADVOCATE)

AND:

1. SRI. YALLIYAPPA
S/O LATE BODIAIAH
AGED ABOUT 56 YEARS,

Digitally signed
by NAGARAJA
B M

Location: HIGH
COURT OF
KARNATAKA



2. SRI. KENCHANNA
S/O LATE BODIAIAH
AGED ABOUT 54 YEARS,

RESPONDENT NO.1 AND 2
ARE R/A MADALURU DASARAHALLI
KASABA HOBLI, SIRA TALUK - 572 139.

3. THIMMANNA
S/O LATE SIDDANNA
AGED ABOUT 54 YEARS,
R/A YEMMERAHALLI
GOLLARAHATTI, KASABA HOBLI
SIRA TALUK - 572 139.

...RESPONDENTS

THIS W.P. IS FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE IMPUGNED ORDER DATED 28/8/2014 (AT ANNEXURE-A) PASSED IN LOK-ADALATH HELD ON 28/08/2014 UPON A FRAUDULENT COMPROMISE PETITION 28/08/2014 (AT ANNEXURE-A) IN O.S.NO. 271/2009 ON THE FILE OF CIVIL JUDGE (SRDVN) AND JMFC AT SIRA NOW CALLED AS SENIOR CIVIL JUDGE AND JMFC AT SIRA AND RESTORE THE SUIT AND ETC.,

THIS PETITION, COMING ON FOR PRELIMINARY HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM



ORAL ORDER

The captioned petition is filed assailing the orders passed under the joint compromise petition. Though the compromise decree dated 28.08.2014 is produced at Annexure-E, the petitioner has not chosen to challenge the compromise decree.

2. Heard learned counsel for the petitioners. Perused the materials placed on record.

3. The facts leading to the case are as follows:

The material on record would indicate that the original suit in O.S.No.271/2009 was one for partition and separate possession instituted by the petitioner against his father. The said suit having been decreed, the defendant-father carried the matter in appeal and, upon remand by the Appellate Court, the proceedings stood revived before the



Trial Court. In the interregnum, certain third-party purchasers, who claim to have derived rights under an independent transaction, were brought on record. It is at that stage that a conscious decision was taken by all contesting parties to explore an amicable resolution of the dispute. A joint memo was accordingly filed seeking reference of the matter to the Lok Adalat with an avowed intent to settle the dispute in terms acceptable to all stakeholders.

4. Pursuant to the said memo, the learned Trial Judge referred the matter to the Lok Adalat. The records of the Lok Adalat proceedings dated 28.08.2014 unmistakably reveal that the compromise petition filed under Order XXIII Rule 3 of the Code of Civil Procedure was not accepted in a mechanical manner. The conciliators have, in unequivocal terms, recorded their satisfaction that the parties were present, duly identified, and were represented by their respective counsel. The terms of



settlement were explained in vernacular to the parties; the contents of the compromise petition were read over and understood; and only upon the parties unequivocally admitting the same to be voluntary, lawful and free from coercion, the compromise came to be recorded.

5. It is thereafter that a decree in terms of the compromise was drawn, whereby specific shares, including allotment of 1 acre 33 guntas in favour of the petitioners, were crystallized. Thus, the proceedings before the Lok Adalat disclose due compliance with statutory safeguards and reflect a conscious, informed and voluntary settlement.

6. In the above backdrop, the present challenge, which is directed only against the order of the Lok Adalat and not the compromise decree per se, is wholly misconceived. A compromise decree, once drawn in terms of a lawful



settlement, attains finality and binds the parties with full force of a decree passed on adjudication. The law consistently accords a higher sanctity to settlements arrived at before the Lok Adalat, which is a recognized forum for consensual dispute resolution. Such settlements are not to be lightly unsettled unless a clear case of fraud, coercion, misrepresentation or vitiating circumstances is pleaded with specificity and substantiated by cogent material. In the case on hand, the allegations sought to be projected are vague, bald and bereft of any foundational facts or supporting evidence. A mere bald averments that the compromise was collusive or obtained by fraud, without any contemporaneous material, cannot be a ground to unsettle a concluded proceeding of the year 2014.

7. This Court also cannot lose sight of the significant lapse of time. The compromise was recorded more than a decade ago, and rights of parties have since stood



crystallized and acted upon. The Hon'ble Supreme Court in ***Chhedi Lal Yadav vs. Hari Kishore Yadav [(2018) 12 SCC 527]*** has categorically held that where, by passage of time, rights flowing from a transaction or decree have crystallized, courts ought to be slow in interfering, particularly in the absence of demonstrable fraud. The principle of finality of litigation and certainty of rights would be rendered illusory if stale challenges of this nature are entertained.

8. Equally relevant is the fact that the petitioners were represented by counsel at the time of recording the compromise. Once parties act on legal advice and enter into a settlement before a judicially recognized forum, a strong presumption arises in favour of the legality and validity of such compromise. The burden to rebut such presumption lies heavily on the party alleging otherwise. In the present case, no such burden is discharged. On the



contrary, the records affirm that the compromise was a product of informed consent.

9. This Court has, in a catena of decisions, consistently held that a compromise arrived at voluntarily between parties, particularly before the Lok Adalat, must be accorded due deference and placed on a higher pedestal, as it promotes finality, reduces adversarial litigation, and advances the cause of justice through consensual resolution. Interference in such settlements, in the absence of compelling and substantiated grounds, would not only defeat the very object of alternative dispute resolution mechanisms but also unsettle settled rights, thereby leading to avoidable multiplicity of proceedings.

10. Viewed from any angle, this Court finds that the present writ petition is a belated attempt to reopen a concluded settlement without any legally sustainable



foundation. The allegations of fraud are neither pleaded with requisite particulars nor supported by any credible material. Entertaining such a challenge would run contrary to settled principles governing finality of compromise decrees and would amount to permitting abuse of process of Court.

11. Accordingly, this Court is of the considered view that no case is made out to exercise discretionary jurisdiction under Article 226 of the Constitution of India. The writ petition, being devoid of merit, does not warrant any indulgence and is liable to be dismissed.

Accordingly, the writ petition stands ***dismissed***.

Sd/-
(SACHIN SHANKAR MAGADUM)
JUDGE