



CNR: KAHC010530012017

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

REGULAR SECOND APPEAL NO. 182 OF 2017 (DEC)

BETWEEN:

1. SMT JAVARAMMA
W/O SANNAPPA

SINCE DECEASED,
REPRESENTED BY HER
LEGAL REPRESENTATIVES

- 1(a) RAMEGOWDA
S/O LATE SANNEGOWDA
AGED ABOUT 65 YEARS.

- 1(b) B.S.RAJU
S/O LATE SANNEGOWDA
AGED ABOUT 55 YEARS.

- 1(C) KAVITHA
W/O LATE KRISHNEGOWDA
AGED ABOUT 56 YEARS.

- 1(d) ADARSH
S/O LATE KRISHNEGOWDA
AGED ABOUT 25 YEARS.

- 1(e) ANURADHA
D/O LATE KRISHNEGOWDA
AGED ABOUT 23 YEARS.

ALL RESIDING AT BYLAKUPPE VILLAGE
HARANAHALLI HOBLI
PERIYAPATNA TALUK
MYSURU DISTRICT – 571 104.

...APPELLANTS

(BY SRI.GIRISHA N.R, ADVOCATE)

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signed by
VANDANA S
Location:
High Court
of Karnataka



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AND:

1. SMT PADMINI
W/O LATE NALLARAJA
AGED ABOUT 67 YEARS,
R/AT BYLAKUPPE VILLAGE
HARANAHALLY HOBLI,
PERIYAPATNA TALUK
MYSURU DISTRICT-571 104.
2. SRI. SUBRAMANYA.D
S/O LATE DEVARAJASHETTY
AGED ABOUT 49 YEARS
RESIDING AT BYLAKUPPE VILLAGE
HARANAHALLI HOBLI
PERIYAPATNA TALUK
MYSURU DISTRICT
REPRESENTED BY HIS
GPA HOLDER
SRI. RAJAKUMAR.D

...RESPONDENTS

(BY SRI. T N GOPAL GOWDA , ADVOCATE FOR R-1
SRI. ANIL KUMAR, B.S, ADVOCATE FOR R-2)

THIS RSA IS FILED UNDER SEC. 100 OF CPC., AGAINST THE JUDGMENT AND DECREE DATED: 7.12.2016 PASSED IN RA NO.69/2015 ON THE FILE OF THE SENIOR CIVIL JUDGE AND JMFC., PERIYAPATNA. DISMISSING THE APPEAL AND CONFIRMING THE JUDGMENT AND DECREE DATED: 29.4.2015 PASSED IN OS NO.268/2002 ON THE FILE OF THE CIVIL JUDGE AND JMFC., AT PERIYAPATNA.

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



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CORAM: HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

ORAL JUDGMENT

This Regular Second Appeal is preferred by the appellants against the judgment and decree dated 07.12.2016 passed by the Senior Civil Judge and JMFC, Preiyapatna (for short "the First Appellate Court") in R.A.No.69/2015, whereby the First Appellate Court dismissed the appeal and confirmed the judgment and decree dated 29.04.2015 passed in O.S.No.268/2002 by the Civil Judge and JMFC, Periyapatna (for short "the Trial Court") in O.S.No.268/2002, whereby the said suit was dismissed by the Trial Court.

2. Learned counsel for the appellants and respondents in both the appeals submitted that both appellants and respondents have amicably settled the dispute between themselves and have filed a Compromise Petition dated 23.09.2026, which reads as under:

***"COMPROMISE PETITION FILED UNDER ORDER XXIII RULE 3
READ WITH SECTION 151 OF THE CODE OF CIVIL PROCEDURE,
1908***



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The Appellants and Respondents above named respectfully submit as follows:

1. It is submitted that the above Regular Second Appeal arises out of the judgment and decree passed in O.S.No.268/2002 on the file of the Court of the Civil Judge and JMFC, Periyapatna, dated 29.04.2015 and R.A.No.69/2015 on the file of Senior Civil Judge and JMFC, Periyapatna, Mysore. The said suit was instituted by late Smt. Javaramma in respect of the agricultural land bearing Sy.No.5/1, situated at Bylakuppe Village, Haranahalli Hobli, Periyapatna Taluk, measuring in all 3 acres 11 guntas. The suit was one for declaration and recovery of possession. There was a dispute between the parties regarding the extent, boundaries and possession of the property.

2. The suit came to be dismissed by the learned Trial Court by judgment dated 29.04.2015 and subsequently R.A.No.69/2015 came to be dismissed by order dated 07.12.2016. The present appeal is pending before this Hon'ble Court as R.S.A.No.182/2017. During the pendency of the proceedings, the original plaintiff, Smt. Javaramma, died on 13.08.2021 and the present Appellants were brought on record as her legal representatives.

3. It is submitted that the Appellant No.1(a), Sri. Ramegowda, has been authorized by Appellant Nos.1(b) to 1(e) under a Special Power of Attorney dated 09.07.2026 to represent them and prosecute the above appeal on their behalf. An application under Order III Rules 1 and 2 read



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with Section 151 of CPC has accordingly been filed before this Hon'ble Court, which has been allowed and the Appellants 1 (b) to (e) are represented by Appellant no.1(a).

4. During the pendency of the above Regular Second Appeal, the parties have amicably resolved and settled all their disputes in relation to the subject matter of the suit and have voluntarily agreed to put an end to the litigation.

5. The parties state that the subject matter relates to land bearing Sy.No.5/1 of Bylakuppe Village, Haranahalli Hobli, Periyapatna Taluk, originally measuring 3 acres 11 guntas. Out of the said total extent, an extent of 3 guntas has been acquired by the Government for the purpose of formation of a nala/channel, as reflected in the revenue records and also noticed in the judgment of the learned Trial Court. The balance extent is accordingly 3 acres 8 guntas.

6. The parties further state that out of the aforesaid remaining extent, an extent of 8 guntas has already been conveyed in favour of Respondent No.2, Sri. Subramanya D, under a registered Sale Deed dated 12.06.2024, registered as Document No.BTP-1-01134-2024-25, Book No.1, before the Sub-Registrar, Bettadapura.

7. In view of the aforesaid transaction, Respondent No.2 has been impleaded in the above Appeal as a necessary and proper party. The parties have agreed that the portion measuring 8 guntas conveyed in favour of Respondent No.2 shall remain with Respondent No.2 in terms of the registered Sale Deed dated 12.06.2024, and the said portion is



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specifically identified and demarcated in the sketch annexed to this Petition Compromise.

8. The parties have now settled the matter amicably and, upon such settlement, Respondent No.1 hereby voluntarily relinquishes, abandons and gives up all her claims, rights, title, interest, possession and contentions, if any, in respect of the suit schedule property in favour of the Appellants, subject to the rights of Respondent No.2 in respect of the extent of 8 guntas conveyed to him under the aforesaid registered Sale Deed.

9. The Respondent No.1 further declares and confirms that she shall not hereafter claim, assert, dispute, question or raise any right, title, interest or claim of whatsoever nature over the suit schedule property or any portion thereof against the Appellants and their successors, transferees or persons claiming through them.

10. The Respondent No.1 hereby acknowledges and declares that the Appellants are entitled to the suit schedule property measuring 3 acre 0 guntas in Sy.No.5/1, excluding portion measuring 8 guntas already conveyed to Respondent No.2 and the extent of 3 guntas having acquired by the Government, and that she has no subsisting claim or interest over the remaining property.

11. In consideration of the settlement arrived at between the parties and as a token of gesture towards the amicable settlement of the long-pending litigation, the Appellants have



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paid to Respondent No.1 a sum of Rs.35,000,000/- (Rupees Thirty-Five Lakhs only) in the following manner:

- a) By way of cheque bearing No.630428 dated 27.04.2026 drawn on Canara Bank, Bylakuppe branch, for a sum of Rs.5,000,000/- (Rupees Five Lakh Only).*
- b) By way of cheque bearing No.630438 dated 30.06.2026 drawn on Canara Bank, Bylakuppe branch, for a sum of Rs.10,000,000/- (Rupees Ten Lakh Only).*
- c) By way of cheque bearing No.180549 dated 15.09.2026 drawn on Canara Bank, Bylakuppe branch, for a sum of Rs.20,000,000/- (Rupees Twenty Lakh Only), which amount has been received and acknowledged by Respondent No.1 towards full and final settlement of all her claims and contentions in relation to the subject matter of the above proceedings.*

12. The Respondent No.1 acknowledges receipt of the aforesaid sum of Rs.35,000,000/- and declares that, she shall have no further monetary claim or claim of any nature whatsoever against the Appellants in relation to the subject matter of the suit, appeal or the schedule property.

13. The Respondent No.1 had instituted O.S.No.46/2002 in respect of the property claimed by her at Bylakuppe Village and had obtained an order of injunction therein. In view of the present settlement, Respondent No.1 agrees that the said suit/proceedings shall be brought to an end in accordance with law and that she shall not enforce or seek to derive any benefit from the order of injunction passed therein



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against the Appellants in respect of the suit schedule property.

14. The Respondent No.1 further undertakes that she shall not initiate, prosecute or pursue any further proceedings against the Appellants in respect of the title, possession, ownership or enjoyment of the suit schedule property on the basis of the claims which are the subject matter of the present appeal or the connected proceedings.

15. The Respondent No.2, Sri. Subramanya D, confirms that he has acquired an extent of 8 guntas out of Sy.No.5/1 under the registered Sale Deed dated 12.06.2024 and that the said portion shall remain with him in accordance with the terms of the said registered Sale Deed. The exact location and demarcation of the said 8 guntas is shown in the sketch annexed to this Compromise Petition.

16. The sketch annexed hereto, showing the total extent, the 3 guntas acquired by the Government, the extent of 8 guntas conveyed in favour of Respondent No.2 and the remaining extent of the property of the Appellants, shall form an integral part of this Compromise Petition and shall be read as part and parcel hereof.

17. The parties state that this compromise has been entered into voluntarily, out of their free will and consent, without any coercion, undue influence, fraud or misrepresentation, and after fully understanding the nature and consequences of the terms contained herein.



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18. The parties undertake to abide by the terms and conditions of this Compromise Petition and agree that the same shall be binding upon them and their respective legal heirs, representatives, successors, assigns and persons claiming through or under them. The parties further pray that all pending interlocutory applications, if any, may be disposed of in view of the present compromise.

WHEREFORE, the Appellants and Respondents most respectfully pray that this Hon'ble Court may be pleased to take this Compromise Petition on record and dispose of the above appeal in R.S.A.No.182/2017 in terms of the compromise petition and pass such other order or orders as this Hon'ble Court deems fit in the circumstances of the case, in the interest of justice and equity."

3. Both parties i.e., appellant No.1(a), who is the GPA holder of appellant Nos.1(b) to 1(e), respondent No.1 who is the GPA holder of respondent No.2 and their respective counsel are present before the Court and have been identified by their respective counsel. The aforesaid parties have duly signed the compromise petition by accepting the terms of the aforesaid compromise petition.

4. In view of the aforesaid settlement arrived at between the parties, the appeals stand disposed of in terms of the Memorandum of Compromise Petition.



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5. In view of the above, I pass the following:

ORDER

(i) The appeals are disposed of in terms of the Compromise Petition dated 23.09.2026 filed under Order XXIII Rule 3 r/w. Sec. 151 of CPC.

(ii) The impugned judgment and decree dated 07.12.2016 passed by the First Appellate Court in R.A.No.69/2015 and the impugned judgment and decree dated 29.04.2015 passed by the Trial Court in O.S.No.268/2002 are hereby modified in terms of the aforesaid Compromise Petition.

(iii) Registry is directed to draw up decree accordingly.

(iv) The Registry of this Court is directed to refund the entire Court Fee paid on the Memorandum of Appeals back to the appellants.

**Sd/-
(S.R.KRISHNA KUMAR)
JUDGE**