



CNR: KAHC010591682024

NC: 2026:KHC:46335
WP No. 27777 of 2024

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.NAGAPRASANNA

WRIT PETITION NO. 27777 OF 2024 (GM-CPC)

BETWEEN:

1. SRI M.S.VENKATARAMAIAH
S/O SRI.M.C.SRINIVASAMURTHY
AGED ABOUT 83 YEARS,
R/AT. NO.1494, 17TH 'A' MAIN,
J.P.NAGAR, 2ND PHASE,
BENGALURU – 560 078.
2. M/S. ESSEN INFRA TOWNSHIP PRIVATE LIMITED
A COMPANY REGISTERED UNDER
THE COMPANIES ACT
HAVING ITS REGISTERED OFFICE AT
SRI CHAMBERS, OLD NO.155, NEW NO.53,
2ND FLOOR, SUBBARAMA CHETTY ROAD,
BENGALURU - 560 004
REPRESENTED BY ITS DIRECTOR
SRI SHREEVASTHA
S/O LATE H.S. SRINIVASAMURTHY,
AGED ABOUT 55 YEARS

BOTH ARE REPRESENTED BY GPA HOLDER
SRI SUDHIR KUMAR SHETTY
S/O SRI RATHNAKAR SHETTY,
AGED ABOUT 41 YEARS,
R/AT. NO.36/1, INCHARA,
12TH MAIN, VRUSHABHAVATHI NAGAR,
KAMAKSHIPALYA,
BENGALURU - 560 079.

...PETITIONERS

(BY SRI GANAPATHY BHAT VAJRALLI, ADVOCATE)

Digitally signed
by PADMAVATHI
B K
Location: High
Court of
Karnataka



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AND:

1. SMT. GOWRAMMA
W/O. LATE GANESHAPPA,
D/O. LATE CHINNAPPA,
AGED ABOUT 64 YEARS,
R/AT. VEERAPURA VILLAGE,
SIDLAGHATTA TALUK,
CHIKKABALLAPURA DISTRICT - 562 105.
2. SRI MUNIRAJU
S/O LATE MUNISHAMAPPA
AGED ABOUT 51 YEARS,
R/AT GIDNAHALLI VILLAGE,
NANDI HOBLI, CHIKKABALLAPURA TALUK,
CHIKKABALLAPURA DISTRICT - 562 102.
3. SRI MUNIKRISHNA
S/O. LATE MUNISHAMAPPA,
AGED ABOUT 49 YEARS.
4. SMT. PADMAMMA
W/O. SRI. ANANDAPPA,
D/O. LATE MUNISHAMAPPA,
AGED ABOUT 46 YEARS,
R/AT. GIDNAHALLI VILLAGE,
NANDI HOBLI, CHIKKABALLAPURA TALUK,
CHIKKABALLAPURA DISTRICT - 562 102.
5. SRI. ASHOKA
S/O. LATE MUNISHAMAPPA,
AGED ABOUT 44 YEARS,
R/AT. GIDNAHALLI VILLAGE,
NANDI HOBLI,
CHIKKABALLAPURA TALUK,
CHIKKABALLAPURA DISTRICT - 562 102.
6. SRI. PRABHAKAR
S/O. LATE MUNISHAMAPPA,
AGED ABOUT 41 YEARS,



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R/AT. GIDNAHALLI VILLAGE,
NANDI HOBLI,
CHIKKABALLAPURA TALUK,
CHIKKABALLAPURA DISTRICT - 562 102.

7. SMT. LAKSHMAMMA
W/O. SRI. MUNIRAJU,
D/O. LATE MUNISHAMAPPA,
AGED ABOUT 49 YEARS,
R/AT. KORAMANGALA VILLAGE,
AVATHI POST, VIJAYAPURA HOBLI
DEVANAHALLI TALUK,
BENGALURU RURAL DISTRICT - 562 164.
8. SRI. NARAYANAPPA
S/O. LATE KARAGAPPA,
AGED ABOUT 79 YEARS,
R/AT. NADIPINAYAKANAHALLI VILLAGE,
JANGAMAKOTE HOBLI,
SIDLAGHATTA TALUK.,
CHIKKABALLAPUR DISTRICT - 562 102.
9. SRI. SRINIVASA
S/O. SRI NARAYANAPPA,
AGE MAJOR,
R/AT. NADIPINAYAKANAHALLI VILLAGE,
JANGAMAKOTE HOBLI,
SIDLAGHATTA TALUK,
CHIKKABALLAPUR DISTRICT - 562 102.
10. SRI LAKSHMIPATHI
S/O. SRI NARAYANAPPA,
AGE: MAJOR,
R/AT. NADIPINAYAKANAHALLI VILLAGE,
JANGAMAKOTE HOBLI,
SIDLAGHATTA TALUK,
CHIKKABALLAPUR DISTRICT - 562 102.

ALL ARE REPRESENTED BY GPA HOLDER
SRI T.V. BABU
S/O. LATE VENKATARAMANASWAMY,



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AGED ABOUT 42 YEARS,
R/AT. NO.10, SRI RENUKA NILAYA,
T.C. HALLI, DAMASANDRA POST,
SARJAPURA HOBLI, ANEKAL TALUK,
BENGALURU – 560 125.

...RESPONDENTS

(BY SRI RAKESH B.BHAT, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE IMPUGNED ORDER DTD 30.09.2024 IN REGULAR APPEAL NO. 63/2021 ON THE FILE OF PENDING BEFORE THE II ADDL. DISTRICT AND SESSION JUDGE, CHIKKABALLAPURA, SITTING AT CHINTAMANI, AS PER ANNEXURE-L; DIRECT THE II ADDL. DISTRICT AND SESSION JUDGE, CHIKKABALLAPURA, SITTING AT CHINTAMANI TO ACCEPT THE COMPROMISE PETITION DTD 05.09.2024 IN R.A NO. 63/2021, AS PER ANNEXURE-H, AND PASS APPROPRIATE DECREE.

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



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CORAM: **HON'BLE MR JUSTICE M.NAGAPRASANNA**

ORAL ORDER

The petitioners are before this Court seeking the following prayer:

- **"Issue a Writ of Certiorari or any appropriate order by quashing the impugned Order dated 30.09.2024 in Regular Appeal No.63/2021 on the file of pending before the II Additional District and Session Judge, Chikkaballapura, Sitting at Chintamani, as per Annexure - L, in the interest of justice and equity.**
- **Issue a Writ of Mandamus or any appropriate order by directing the II Additional District and Session Judge, Chikkaballapura, Sitting at Chintamani to accept the Compromise Petition dated 05.09.2024 in R.A. No.63/2021, as per Annexure - H, and pass appropriate decree, in the interest of justice and equity.**
- **Grant such other and further reliefs as this Hon'ble Court deems fit and necessary to be grant under circumstances of the above Writ Petition, in the interest of justice and equity."**

2. Heard the learned Counsel Sri. Ganapathi Bhat Vajralli appearing for the petitioners and the learned counsel Sri. Rakesh B. Bhat appearing for the respondents.



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3. Facts, in brief, germane are as follows:

3.1. The respondent No.1 – Smt. Gowramma institutes a suit in O.S.No.49 of 2014 before the trial Court, against the petitioners and the other defendants, seeking partition and separate possession of the suit schedule properties. The 1st petitioner – M.S. Venkataramaiah and the 2nd petitioner – M/s Essen Infra Township Private Limited are arrayed as defendant Nos.13 and 14 in the said suit, while respondent Nos.2 to 10 are amongst the other defendants. During the pendency of the suit, the petitioner Nos.1 and 2 purchase property in Item Nos.5 and 9 of the suit schedule properties, through sale deeds dated 03-12-2015 and 13-01-2016, from one Muniyappa who is arrayed as defendant No.1 in the aforesaid suit, before the trial Court.

3.2. Later, on 29-07-2021, the suit in O.S.No.49 of 2014 comes to be decreed, whereby respondent No.1 and defendant Nos.1 to 8 were held entitled to 1/4th share in all the suit schedule properties, except property in Item No.11. Aggrieved by the judgment and decree, the petitioners file a regular appeal in R.A.No.63 of 2021 before the appellate Court.



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3.3. In the interregnum, one Muniyappa, who was defendant No.1 before the trial Court, institutes a regular first appeal in R.F.A.No.997 of 2021 before this Court calling in question the very judgment and decree dated 29-07-2021 passed by the trial Court, against the respondents and the petitioners herein. Thus, while R.A.No.63 of 2021 was pending before the Appellate Court at Chikkaballapura, R.F.A.No.997 of 2021 was pending before this Court in respect of the same judgment and decree.

3.4. During the pendency of the appellate proceedings, the respondents in R.A.No.63 of 2021 execute deeds of confirmation dated 24.02.2024 in respect of Item Nos.5 and 9 of the suit schedule properties. Thereafter, on 05.09.2024, the petitioners and the respondents before the appellate Court arrive at a settlement. The said parties then present a compromise petition under Order XXIII Rule 3 of the CPC before the appellate Court in R.A.No.63 of 2021, seeking to give effect to the settlement and, *inter alia*, setting aside of the decree in O.S.No.49 of 2014 insofar as properties in item Nos.5 and 9 of the suit schedule properties are concerned. The compromise petition was heard and signed by the parties and placed before the appellate Court for consideration.



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3.5. The appellate Court, however, by the impugned order dated 30-09-2024, declines to act upon the compromise petition on the premise that the compromise would be considered subject to the disposal of R.F.A.No.997 of 2021, pending before this Court. It is this order that has driven the petitioners to this Court in the subject petition.

4. The learned Counsel appearing for the petitioners would contend that the appellate court has failed to understand the contents of the compromise petition and the prayer sought in R.F.A.No.997 of 2021. Further, the pendency of proceedings in R.F.A.No.997 of 2021 will not prevent the compromise as the plaintiff herself has entered into the compromise. Further, Order XXIII Rule 3 of the CPC permits partial compromise and adjustment of a suit by a lawful agreement. On this score he would seek for quashing of the order dated 30-09-2024.

5. The learned Counsel for the respondents would also toe the lines of the learned counsel for the petitioners in contending that what was sought for in the compromise petition has no bearing on the proceedings in R.F.A.No.997 of 2021.



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6. I have given my anxious consideration to the submissions made by the respective learned counsel and have perused the material on record.

7. The afore-narrated facts, dates, link in the chain of events are all a matter of record. Since the entire dispute revolves around the compromise petition dated 05-09-2024 the terms of the said compromise is required to be noticed. The memorandum of compromise petition filed under Order XXIII Rule 3 of the CPC, reads as follows:

**"MEMORANDUM OF COMPROMISE PETITION UNDER
ORDER 23 RULE 3 OF THE CODE OF CIVIL PROCEDURE**

The appellants and the respondents submit as under.

1. The appellants submit that, the respondent No.1 herein has filed above said suit against the appellant and others, however the decree came to be passed in O.S. No.49/2014 in respect of suit Schedule Item No.1 to 12, however one Muniyappa and his children have executed sale deed in favour of the appellant through registered Sale Deed dated 03.12.2015 and Sale Deed dated 13.01.2016 In respect of suit Schedule Item No.5 and 9 ie., Sy.No.64/1 and 65 of Nelenahalli Village, Jangamakote Hobli, Sidlaghatta Taluk, Chikkaballapura District which is Schedule - A & B Property of the appeal.
2. The appellants submit that, the appellants have challenged the judgment and decree passed in O.S. No.49/2014 only in respect of suit schedule Item No.5 and 9. Now the respondents in the above appeal who are the plaintiffs before the trial court have executed Deed of Confirmation suit schedule Item No.5 and 9. Copy of the Deed of



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Confirmation is enclosed along with this compromise memo. In view of the above, the appellants and respondents decided to file this compromise petition before this Hon'ble Court with following terms;

- a. **The respondents /plaintiffs and appellants/defendants are seeking set-aside the judgment and decree passed in O.S. No.49/2014 pertaining to the suit schedule Item No.5 and 9. The respondent confirm that they have executed Deed of Confirmation dated 24.02.2024, registered as Document No.5284/2023-24 and Deed of as Document Confirmation dated 24.02.2024, registered No.5286/2023-24 in favour of the appellants herein in respect of suit schedule Item No.5 and 9.**
 - b. **The respondents confirm that the appellants are in peaceful possession and enjoyment of the suit schedule Item No.5 and 9 present Schedule A & B and appellants are entitled to get katha transferred in their name.**
 - c. **The respondents confirm that since they have already executed Deed of Confirmation as stated supra, they have no right, title and interest on the suit schedule Item No.5 and 9 present Schedule - A & B.**
3. This compromise petition may be placed on record and decree may be passed in terms of the above.

WHEREFORE, both appellants and respondents herein prays that this Hon'ble Court may be pleased to set aside the Judgment and Decree dated 19.07.2021 passed in O.S. No.49/2014 on the file of Hon'ble Senior Civil Judge & JMFC, Sidlaghatta in respect of suit Schedule Item No.5 and 9 present Schedule - A & B Property and draw decree accordingly in terms of the compromise by placing this compromise petition on record in the interest of justice and equity.

SCHEDULE 'A' PROPERTY



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All that piece and parcel of the residentially converted land bearing Survey No.64/1 (earlier part of Survey No.64) measuring 2 Acre 15 ½ guntas, out of 14 acres 29 ½ guntas excluding 17 ½ guntas of Karab land, totally measuring 5 acres 7 guntas, converted vide Official Memorandum/Conversion order bearing No:ALN(SHI) SR 44/2014-15, dated 05-02-2015, situated at Nallenahalli Village, Jangamakote Hobli, Shidlaghatta Taluk, Chikkaballapura District, and no plan has been approved by any authority as on date and the land is bounded on the:

East by : Land in Sy.No.65, 66, 67 and 68
West by : Land in Sy.No.63
North by : Nadipinayakanahalli and Thaduru Villagesbitta Boundary;
South by : Land in Sy.No.70;

SCHEDULE 'B' PROPERTY

All that piece and parcel of the agricultural dry land bearing survey No.65, measuring 2 acres 04 guntas, situated at Nallenahalli Village, Jangamakote Hobli, Shidlaghatta Taluk, Chikkaballapura District and bounded on the:

East by : Land belonging to Byre Gowda
West by : Land belonging to Muniyappa (the Vendor No.1 herein)
North by : Land belonging to Dyavappa
South by : land belonging to Muni Krishnappa

Sd/-
ADVOCATE FOR APPELLANTS

Sd/-
APPELLANTS
Rep. by G.P.A.
Holder of Appellants

Sd/-
ADVOCAT FOR RESPONDENTS

Sd/-
RESPONDENTS
Rep. by G.P.A. Holder
of the all respondent
CR1 to R

PLACE: CHINTAMANI
DATE: 5/9/2024"

(Emphasis added)



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Refusing to pass orders on the afore-quoted compromise petition, the appellate Court in R.A.No.63 of 2021 passes the following order on 30-09-2024:

"ORDER

Compromise petition filed by the GPA holders of both the parties except Lrs of Muniyappa and respondent No.13 Byyama, dated 05.09.2024 will be considered subject to disposal of R.F.A.No.997/2021, which was pending before the Hon'ble High Court of Karnataka, Bengaluru."

(Emphasis added)

The appellate Court in terms of the afore-quoted order states that the compromise petition dated 05-09-2024 would be considered subject to the disposal of the R.F.A.No.997 of 2021 pending before this Court.

8. The issue now would be, whether the pendency of R.F.A.No.997 of 2021 before this Court would by itself prevent the appellate Court from considering and passing appropriate orders upon the compromise petition presented by the parties to R.A.No.63 of 2021, particularly when the compromise is between the parties before the appellate Court and relates only to a part of the suit schedule properties.



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9. The issue need not detain this Court for long or delve deep into the matter. The Apex Court in the case of **KATIKARA CHINTAMANI DORA v. GUNTREDDI ANNAMANAIDU**¹, considers this issue and observes as follows:

"58. The allegations in Grounds 1 and 2 of the Memo of Appeal (which have been referred to in a foregoing part of this judgment) are too vague and general to amount to an averment. They appear to have been introduced just as a matter of form and habit by the draftsmen. From the Memo of Appeal, read as a whole, it is clear that, in substance and truth, the challenge was directed only against that part of the decree which fixed the quantum of rent and damages. In fact, before the High Court it was vigorously contended on behalf of the appellants that that part of the decree which, in effect, declared that the village is not an "estate" under Section 3(2)(d), having been imported with the consent of the parties, was not appealable under Section 96(3), Code of Civil Procedure, and, in reality, had not been appealed against. In support of this contention, reliance was placed on the Division Bench decision in *Sreenivasa v. Thathachariar* [AIR 1919 Mad 546 : 51 IC 540]. The High Court did not discuss or distinguish this decision. Nor did it say in so many words that the whole of the decree including the part based on compromise, was under challenge in the appeal. It rejected the contention with the remark that it had already "observed that the appeal is but a continuation of the suit and there could be no estoppel against a statute". Perhaps, it was assumed that in the Memo of Appeal, every bit of the decree was being challenged by the appellants. We think, with all respect, that such an assumption was contrary to the well established principle that in construing a pleading or a like petition, in this country, the Court should not look merely to its form, or pick out from it isolated words or sentences; it must read the petition as a whole, gather the real intention of the party and reach at the substance of the matter. Thus construed, the Memo of Appeal in this case could not be said to contain a

¹ (1974) 1 SCC 567



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challenge to that part of the decree which was in terms of the compromise agreement between the parties.

59. Order 23 Rule 3, Code of Civil Procedure, not only permits a partial compromise and adjustment of a suit by a lawful agreement, but further gives a mandate to the Court to record it and pass a decree in terms of such compromise or adjustment insofar as it relates to the suit. If the compromise agreement was lawful — and, as we shall presently discuss, it was so — the decree to the extent it was a consent decree, was not appealable because of the express bar in Section 96(3) of the Code."

(Emphasis supplied)

The Apex Court observes that Order XXIII Rule 3 of the CPC not only permits partial compromise and adjustment of a suit by way of lawful agreement but also gives a mandate to the Court to record it and pass a decree in terms of the said compromise.

10. If the law laid down by the Apex Court in the afore-quoted judgment is applied to the facts of this case, what would unmistakably emerge is that, the appellate Court in terms of its order dated 30-09-2024, could not have refused to pass orders on the compromise petition and instead, the appellate Court was mandatorily required to record the terms of the compromise dated 05-09-2024 and pass a decree accordingly, as the compromise was entered into only with respect to a part of the suit schedule



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properties on the basis of a confirmation deed. Therefore, the order dated 30-09-2024 deserves to be set aside.

11. For the afore said reasons, the following:

ORDER

- (i) The petition is **allowed**.
- (ii) The order dated 30-09-2024 passed by the II Additional District and Sessions Judge, Chikkaballapura, sitting at Chintamani in R.A.No.63 of 2021, stands quashed.
- (iii) *Mandamus* issues, to the II Additional District and Sessions Judge, Chikkaballapura, sitting at Chintamani to pass appropriate orders on the compromise petition dated 05-09-2024 filed in R.A.No.63 of 2021, within a period of 4 weeks from the date of receipt of a copy of this order, bearing in mind the observations made by this Court, in the course of this order.

Pending IA's, if any, stand disposed.

Sd/-
(M.NAGAPRASANNA)
JUDGE