



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 22ND DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

MISCELLANEOUS SECOND APPEAL NO.121 OF 2022 (PAR)

BETWEEN:

1. SRI SUDHINDRA T K,
S/O SRI K V KRISHNAMURTHY,
AGED ABOUT 48 YEARS,
2. SKY TOP BUILDERS PVT LTD.,
REP BY ITS MANAGING DIRECTOR
B L NAGENDRA PRASAD
BOTH APPELLANT 01 AND 02
R/AT NO.651, IST MAIN ROAD
2ND STAGE, ARAVINDA NAGAR,
SBI BANK BUILDING, 2ND FLOOR,
MYSURU-570023.

...APPELLANTS

(BY SRI SADASHIVAIAH K G, ADVOCATE)

AND:

1. SRI DEVARAJU,
S/O SRI MALLEGOWDA,
AGED ABOUT 45 YEARS,
R/AT HUYILALU VILLAGE,
YELAWALA HOBLI,
MYSURU TALUK.
2. SRI SHANKARA,
S/O SRI MALLEGOWDA,
AGED ABOUT 39 YEARS,
R/AT HULIYALU VILLAGE,
YELAWALA HOBLI,
MYSURU TALUK.

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signed by
PRAMILA G V
Location:
HIGH COURT
OF
KARNATAKA



3. SMT MANJULA,
W/O SRI SHIVAKUMAR,
D/O SRI MALLEGOWDA,
AGED ABOUT 41 YEARS,
R/AT DEGGANAHALLI VILLAGE,
K R NAGARA TALUK.
4. SRI MALLEGOWDA,
S/O LATE MALLEGOWDA,
AGED ABOUT 73 YEARS,
R/AT HULIYALU VILLAGE,
YELAWALA HOBLI,
MYSURU TALUK.
5. SMT DODDATHAYAMMA,
W/O SRI MALLEGOWDA,
AGED ABOUT 71 YEARS,
R/AT HULIYALU VILLAGE,
YELAWALA HOBLI,
MYSURU TALUK.
6. SRI H M MALLEGOWDA,
S/O SRI MALLEGOWDA,
AGED ABOUT 51 YEARS,
R/AT HULIYALU VILLAGE,
YELAWALA HOBLI,
MYSURU TALUK.
7. SRI RAMEGOWDA,
S/O LATE KALEGOWDA,
AGED ABOUT 56 YEARS,
R/AT BADAGALAHUNDI VILLAGE,
KERAGALLI DAKALE,
JAYAPURA HOBLI,
MYSURU TALUK.
8. SMT SHIVAMMA,
W/O SRI RAMEGOWDA,
AGED ABOUT 49 YEARS,
R/AT BADAGALAHUNDI VILLAGE,
KERAGALLI DAKALE,



JAYAPURA HOBLI, MYSURU TALUK.

9. SMT BHGYALAKSHMI,
W/O H M MALLEGOWDA,
AGED ABOUT 49 YEARS,
R/AT HULIYALU VILLAGE,
YELAWALA HOBLI,
MYSURU TALUK.
10. SMT PALLAVI,
D/O H M MALLEGOWDA,
W/O SRI MANJUNATH,
AGED ABOUT 31 YEARS,
R/AT HULIYALU VILLAGE,
YELAWALA HOBLI,
MYSURU TALUK.
11. SMT KARIYAMMA,
D/O H M MALLEGOWDA,
W/O SRI RAVI,
AGED ABOUT 30 YEARS,
R/AT HULIYALU VILLAGE,
YELAWALA HOBLI,
MYSURU TALUK.
12. SMT SOUMYA,
D/O H M MALLEGOWDA,
AGED ABOUT 26 YEARS,
R/AT HULIYALU VILLAGE,
YELAWALA HOBLI,
MYSURU TALUK.
13. SRI MAHESH,
S/O SRI MALLEGOWDA,
AGED ABOUT 20 YEARS,
R/AT HULIYALU VILLAGE,
YELAWALA HOBLI,
MYSURU TALUK.
14. SRI PRAKASH,
S/O SRI RAMEGOWDA,



AGED ABOUT 33 YEARS,
R/AT BADAGALAHUNDI VILLAGE,
JAYAPURA HOBLI,
MYSORE TALUK.

...RESPONDENTS

(BY SRI SUBHASH CHANDRA BOSE, ADV. FOR R1 TO R5,
V/O/DT 16.04.2026 APPEAL AGAINST R6 TO R14 DISMISSED)

THIS MSA IS FILED UNDER SECTION 100 OF CPC AGAINST THE JUDGMENT AND DECREE DATED 20.09.2022 PASSED IN RA.No.124/2022 ON THE FILE OF THE IV ADDITIONAL DISTRICT AND SESSIONS JUDGE, MYSURU ALLOWING THE APPEAL AND SETTING ASIDE THE JUDGMENT AND DECREE DATED 23.03.2017 PASSED IN OS No.463/2010 ON THE FILE OF THE III ADDITIONAL SENIOR CIVIL JUDGE AND CJM, MYSORE.

THIS APPEAL, COMING ON FOR REPORTING SETTLEMENT, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:
CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

ORAL JUDGMENT

Learned counsel appearing for the appellants and learned counsel appearing for the respondents reported settlement on 16.04.2026. However, on that day all the parties were not present.

2. The Court has noticed presence of appellants on 16.04.2026 and had dispensed with their presence today. The appellants had also submitted that the dispute is settled.



3. Learned counsel for the appellants and the learned counsel for respondents No.1 to 5 are present.

4. Notice to remaining respondents No.6 to 14 is dispensed with vide order dated 16.04.2026 as no relief is claimed against them as they have remained *exparte* before the Trial Court.

5. Application is filed for production of the General Power of Attorney executed by respondents No.4 and 5 in favour of respondent No.2- power of attorney holder.

6. Respondents No.1 to 3 are present before the Court.

7. The Compromise Petition filed on 16.04.2026, was already taken on record on that day itself.

8. In terms of the settlement, it is stated that the appellants have agreed to sell the scheduled property in favour of respondents No.1 to 5. Draft sale deed is also produced.

9. It is stated that Registration of the sale deed has to take place on or before 30.05.2026.



10. The consideration for the said sale transaction would be, respondents No.1 to 5 giving up their claim in respect of 1/7th share in item No.1 of the suit schedule property.

11. The terms and conditions of the settlement are as under:

MEMORANDUM OF COMPROMISE UNDER ORDER
XXIII RULE 3 READ WITH SECTION 151 OF CODE OF
CIVIL PROCEDURE 1908

The Appellants and Respondent No.1 to 5 beg to file following compromise petition and reporting the same as the parties have settled the matter once for all for the dispose of the entire appeal:

1. *It is submitted that the Respondents filed a suit for partition in respect of their shares in O.S.No. 463/2010 before the learned Senior Civil Judge and J.M.F.C, Mysuru. The said suit came to be decreed by allotting 1/4th share to all the parties to the suit.*
2. *It is submitted that the Respondents 1 to 5 in above appeal being the Plaintiffs in O.S. 463/2010 on the file of the Senior Civil Judge and J.M.F.C, Mysuru and obtained the decree of partition in favour of not only the Respondent No.1 to 5 but also one Sri.H.M.Mallegowda and Smt. Shivamma was entitled for the share in Sy.No.128/1 out of*



6.01 acre of Huyilalu Village, Yelawala Hobli, Mysuru Taluk. It is stated that the said parties namely Sri.H.M Mallegowda and Smt. Shivamma Respondent No. 7 and 8 have sold an extent of 1 acre of land in Sy. No. 128/1 of the said village.

- 3. It is submitted that the Respondents 1 to 5 filed the final decree proceedings in FDP. No 113/2018 before the III Additional Senior Civil Judge and J.M.F.C, Mysuru dated 23.03.2022. As against the same, the Respondents 1 to 5 filed R.A.No 124/2022 vide an order dated 20.09.2022 allowed the appeal and remanded the matter to the trial court directed to dispose the decree in O.S No.463/2010. The Appellants being aggrieved by the judgment and decree in R.A.No.124/2022 and preferred Miscellaneous Second Appeal in MSA No.121/2022.*
- 4. It is submitted that during the pendency of the above appeal, the Appellants and Respondents 1 to 5 have proposed to settle the matter amicably and accordingly the compromise petition which is as here under.*
- 5. It is submitted that the Respondents 6 to 14 have not contested the matter and the Respondents 1 to 5 have contested the matter and have no objections to delete the Respondents 6 to 14 as they are not necessary parties to the suit. Hence the compromise is entered among the Appellants and Respondents 1 to 5.*



6. *It is submitted that that pending admission of the above appeal, this Hon'ble Court was pleased to grant the interim order dated 09.01.2023 and thereafter the Respondents have entered appearance and thereafter, the partition have amicably disposed and agreed to resolve the problem and to settle the issues.*
7. *It is submitted that in lieu of the understanding among the Appellants and the Respondents 1 to 5 have agreed to settle the issue once for all and dispose the dispute. It is stated that the Respondents 1 to 5 have contested and to dispose of the case by receiving an extent of 19 guntas of converted land in Sy.No.132 mentioned in the schedule which is standing in the name of power of attorney holder namely Sri. E.S Jayaram S/o E.S Sethuram, aged about 59 years in who's name the property is standing as on today.*
8. *Whereas the Appellants are suppose to transfer an extent of 25 guntas of barren land and no converted property in Sy. No. 128/1 of Huyilalu Village, Yelawala Hobli, Mysuru Taluk. As the said property was developed and handed over by the Appellants to MUDA. Mysuru. Hence the Appellants have agreed to convey the converted land to an extent of 19 gunts in Sy. No. 132 Huyilalu Village, Yelawala Hobli, Mysuru Taluk in fro Respondent No. 1 to 5. The parties to this compromise have agreed for the same and signed the compromise.*



9. *It is submitted that after the compromising of the matter the Appellants have through E.S. Jayaram, S/o E.S. Sethuram has to execute proper sale deed in favour of Respondents 1 to 5 before the proper sub registrar. It is clearly stated that the Appellants have not paid the sale consideration to the Respondents 1 to 5, in lieu of payment of the amount the Appellants have converted scheduled property to the satisfaction of the Respondents 1 to 5. The true copy of the draft sale deed to be executed in favour of Respondents 1 to 5 is produced before this Hon'ble Court. The Respondents 1 to 5 after getting the sale deed and enjoy the same as absolute owners.*
10. *It is submitted that the schedule property at present standing in the name of Sri. E.S. Jayaram, S/o E.S. Sethuram as such the said property has got every right, title and interest over the same and the said Sri. E.S. Jayaram has agreed to transfer the property as per the directions of the Appellants as per the compromise. In the event the said person refuses to execute the sale deed in which event the Appellants are ready to reimburse the same equivalent to the value of schedule property. Thereafter the Respondent No.1 to 5 can execute the decree to the extent mentioned in the compromise. Above compromise is subject to registration of sale deed on or before 30.05.2026.*



11. *It is submitted that the appellants and respondents 1 to 5 have agreed to the compromise and consented for the terms and conditions and signed before this Hon'ble Court and accordingly the above appeal may be disposed off.*

SCHEDULE

All that piece and parcel of the land bearing Sy. No.132 measuring 0.19 guntas which is converted vide No.ALN (1) CR 358-2008/09 dated 21.08.2009 situated at Huyilalu Village, Yelawala Hobli, Mysuru Taluk bounded on the:

East By: Property of Sy. No.131

West By: Present Road and Sy. No. 134

North By: Sy. No.132

South by Sy. No.133

Which is the subject matter of the above compromise and the copy of the draft sale deed is produced.

12. This Court does not find any impediment to accept the terms and conditions stated in the compromise petition.

13. Hence, the following:

ORDER

- (i) The Appeal is ***disposed of*** in terms of settlement.



- (ii) The impugned judgment and decree dated 20.09.2022 on the file of IV Additional District Judge, Mysuru in R.A.No.124/2022 are modified in terms of the settlement arrived at between the parties.
- (iii) In case, appellants fail to execute the sale deed, respondents No.1 to 5 are at liberty to file Execution Petition for execution of sale deed in terms of this decree.

Sd/-

(ANANT RAMANATH HEGDE)
JUDGE

GVP

List No.: 2 Sl No.: 28