

Case called before Lokadalath.

Both the parties and their respective advocates are present.

Both filed compromise petition u/O.23 Rule 3 of CPC stating that the matter has been settled between the parties amicably in the following manner :

(i) The plaintiff and defendants have agreed to divide the schedule property, in equal proportion of 50:50 share, accordingly, 50% of the share in the schedule property allotted to the plaintiff and similarly 50% of the share allotted to the defendants jointly in the schedule property.

(ii) The plaintiff and defendants have also agreed to discharge the loan of Rs.38,00,000/- which includes the principal and its interest in the same proportion of 50:50 share.

(iii) The parties have fixed the market value of the suit schedule property as Rs.1,34,00,000/- and as per the equal proportion i.e., half share of the property value, which comes to Rs.67,00,000/- and also as per the equal proportion of half share of loan liability comes to Rs.19,00,000/-. After adjusting the loan liability, against the half share of the property value in respect of the settlement amount comes to Rs.48,00,000/-. The plaintiff has agreed to pay the said amount of Rs.48,00,000/- to defendant No.3 as full and final settlement to their claim, in respect of half share over the schedule property.

(iv) The plaintiff is agreed to clear the entire out standing loan amount with MSIL Chit Funds, obtained on the schedule property,

and immediately after the release of the pledged document from the MSIL Chit funds, the defendant No.2 has agreed to execute the registered Transfer Deed by way of sale or Gift in favor of the plaintiff, and the defendant No.1 and 3 have also agreed to sign as the consenting witnesses to the said Deed, and also simultaneously the defendant No.3 is agreed to execute the Release Deed by relinquishing her rights over the schedule property in favor of the plaintiff.

(v) After execution of the above said title documents in favor of the plaintiff, the plaintiff will pledge the suit property with any financial institution and obtain the loan or from his own funds, and settle the amount of Rs.48,00,000/- to the defendant No.3. Upon receipt of their share of the amount, the defendant No.3 acknowledges that, the said amount is the full and final settlement of all their claims over the schedule property.

(vi) The defendants are agreed to vacate and hand over the possession of the schedule property within 30 days to the plaintiff from the date of receipt of the settlement amount, without any default. If the defendants are failed to vacate as per the agreed terms, the plaintiff is at liberty to initiate the appropriate execution proceedings and obtain the possession immediately through court, and also in case the defendants delay to vacate the premises within the agreed terms, they are liable to pay the damages every month as per the prevailing property values in the locality.

(vii) The plaintiff is also agreed that, if he fail to pay the agreed amount of Rs.48,00,000/-, the defendants are at liberty to

reside in the said property till the payment of the same.

(viii) The plaintiff has agreed that, he is ready to maintain and take care of his parents, but now the defendant No.1 is willing to stay with the defendant No.3, and defendant No.2 is willing to stay with the plaintiff. But however, in future or at any time, the plaintiff is agreed to take care of his parents.

(ix) The defendants are agreed that, they are not claiming any rights over the said property in future, after receipt of the settlement amount, and further, if any Will or any documents obtained by the defendant No.1 and 3 or any one, over the schedule property from the defendant No.2, the same shall not confer any rights contrary to this compromise petition and the said documents are also invalid in law. The defendants have also agreed to co-operate with the plaintiff, whenever their signatures required for the purpose of discharging or obtaining the loan and transfer the property in the name of plaintiff and also for the development of the schedule property.

(x) The plaintiff is entitled to approach the GBA or BBMP for transfer of his name in the revenue records, the Khatha etc., to enable him to effectively and beneficially manage, administer and enjoy the schedule property, in terms of this compromise.

(xi) The plaintiff and the defendants to this compromise petition mutually affirm, declare, and concede that, the above partition is fair, just and equitable.

(xii) The defendants hereby declare that neither they or their legal heirs, successors, children, representatives or any person

claiming through them shall not have any rights, title, interest or claim over the schedule property in future and they shall not initiate any litigation in respect of the same.

Accordingly, prayed to allow the above compromise petition filed by the parties.

The contents of the compromise petition are read over to the parties. They admit the compromise arrived in between the parties is voluntary, without force and genuine.

So, in view of the same the compromise petition is hereby allowed.

The suit of the plaintiff is hereby decreed in terms of compromise petition.

In view of the compromise petition, the office is directed to draw decree.

Office is directed to return the documents to the plaintiff after proper identification.

**Advocate Conciliator**

**Judicial Conciliator**