



**IN THE COURT OF PRL. CIVIL JUDGE & I ADDL. JMFC.,**  
**AT RANEBENNUR.**

**Dated on this the 27<sup>th</sup> day of June 2025**

**Present: Sri. ADITHYAKUMAR H.R, B.A.LL.B.**  
**Prl. C.J. & I Addl. JMFC.,Ranebennur.**

**ORIGINAL SUIT NO.224/2024**

**Plaintiffs:**

1. Smt. Basamma W/o Ramanagouda  
Mudigoudra, Age: 51 Years, Occ: Agril.,  
R/o Billahalli, Tq: Ranebennur,  
Dist: Haveri.
2. Smt. Veena W/o Mahesh Kuppelur,  
Age: 29 Years, Occ: Agril.,  
R/o Nittur, Tq: Ranebennur.

**V/s**

**Defendants:**

1. Sri. Bharmagouda S/o Jetteppa  
Mudigoudra, Age: 55 Years,  
Occ: Agril., R/o Billahalli,  
Tq: Ranebennur.
2. Sri. Malathesh S/o Venkanagouda  
Karegoudra, Age: 50 Years,  
Occ: Agril., R/o Billahalli,  
Tq: Ranebennur.



**I.A. NO. I CAUSE TITLE.**

**Plaintiffs/Applicants** : Smt. Basamma W/o  
Ramanagouda Mudigoudra,

**-Vs.-**

**Opponent/Defendants** : Sri. Malathesh S/o  
Venkanagouda Karegoudra,

**ORDER ON IA NO. I UNDER SEC. 151 OF C.P.C FILED BY  
THE PLAINTIFF.**

The application under consideration i.e., IA No.1, is filed by the plaintiffs under Sec. 151 of CPC, seeking stay of execution and operation of compromise decree dated 07.12.2022 passed in O.S. No. 186/2022 and execution petition No. 28/2024 till the disposal of the suit.

**2. Brief facts of the case necessary for the purpose of disposing the application are as under:**

**2.1)** The plaintiff has filed this suit seeking the relief of declaration to declare the compromise decree dated 07.12.2022 passed in O.S. No. 186/2022 is null and such other and further reliefs. It is the case of the plaintiff that, the suit property originally measuring 2 acres is originally belong to



propositus namely on Bharamagouda S/o Karegouda. After his death, the same was acquired by his fore sons and by virtue of family partition among them, the suit property originally measuring 2 acres was fallen in to the share of father of defendant No. 1 and grand father of plaintiff No. 2 viz., Jattappa Mudigoudru. After his death, the defendant No. 1 and father of plaintiff No. 2 were jointly succeeded the same and had been in joint possession of thereof.

**2.2)** Such being the case, during the life time of father of plaintiff No. 2 and defendant No. 1 fraudulently entered in to sale agreement dated 26.03.2018 in respect of the suit property measuring 1 acre in favour of defendant No. 2. Thereafter, defendant No.2 had filed a suit for specific performance of contract in O.S. No. 186/2022 against the defendant No. 1 and father of plaintiff No. 2. The suit property is joint and ancestral property of Plaintiffs and defendant No.1. As per compromise petition filed by the parties thereof, by its order dated 07.12.2022 a compromise decree was passed to execute the sale deed in favour of defendant No. 2. The said decree is challenged in the present suit on the ground of fraud and misrepresentation.



**2.3).** In support of the application the plaintiff No.2 has filed his affidavit by reiterating the plaint averments and she has further contended that the defendant No.2 by taking undue advantage of compromise decree as initiated execution proceedings in execution No.28/2024. If said proceedings is not stayed, the very purpose of filling this suit will be frustrated and it is the plaintiffs who will be subjected to irreparable loss if the application is rejected. On the other hand, no harm or prejudice will be caused to the defendant if the interim order as sought for by the plaintiffs is granted. On these grounds, the applicant seeks that this Court be pleased to allow the application as prayed for.

**3.** Upon due service of the suit summons the defendant No. 2 made his appearance before the court through his counsel and filed written statement and adopted the same as objection to the present application. It is contended that, the suit property is neither ancestral nor joint family property. He denied the allegation of fraud and misrepresentation in compromise decree. The plaintiffs having no rights to seek any share in the suit property. The present suit is filed by the plaintiffs colluding



with defendant No. 1 to obstruct the execution proceedings. The sale deed was executed for the legal and family necessities and the same can not be questioned in the present suit. Among these grounds he sought for dismissal of the application.

4. Heard the arguments of Counsel for either side, perused the materials available on record.

5. After carefully analyzing and upon the perusal of the plaint, affidavit sworn to the application and the objection put forth by the defendants and other materials available on record, the following points arise for my consideration.

### **POINTS**

***1. Whether the plaintiffs have Made out a case to stay the operation of compromise decree passed in OS No.186/2022 and proceedings of execution pet. No. 28/2024.?***

***2. What order?***



6. After giving its anxious consideration and after carefully perusing the documents produced at this stage of the matter, this court answers the aforesaid points as under:

***Point No.1 : In the negative.***

***Point No.2 : As per final order for the following***

### **REASONS**

#### **7. POINT NO.1:**

**7.1).** At the very outset it would be incumbent upon this court to clarify that, the present application is filed to stay the proceedings of compromise decree and its operation in execution petition No. 28/2024. The plaintiffs have filed this suit for bare declaration to declare the compromise petition as null and void. No further reliefs are not sought to seek partition or any consequential reliefs. It is admitted fact that, the plaintiffs claiming their rights in the undivided share of deceased father of plaintiff No. 2.



**7.2).** The counsel for plaintiff has argued that, the defendants and deceased father of plaintiff No. 2 had entered into a sale agreement and subsequently filed a suit for specific performance of contract. Thereafter, the parties without the knowledge and consent of plaintiffs have entered into a fraudulent compromise petition and obtained a compromise decree. The said decree is not binding upon the plaintiffs and the operation and execution of said compromise decree has to be stayed by allowing the present application. In support of his argument, he relied upon the decision of Hon'ble High Court of Karnataka passed in the case of Smt. Susheela and others V/s Vijaykumar and others -**ILR 2021 KAR 338**, Wherein, it was held that, non parties to the compromise decree can file an independent suit and the compromise decree can be set aside on the ground that, the decree based on the compromise was unlawful.

**7.3).** Per contra, the counsel for defendant No. 2 argued that, since the father of plaintiff No. 2 himself was party to the sale agreement and suit, the plaintiffs having no rights to question the validity of compromise decree. He further argued that, the



present suit is filed by the plaintiffs colluding with defendant No. 1 to defeat the rights of the defendant No. 2 accrued in the compromise decree. He further argued that, despite compromise decree the vendors have failed to execute the sale deed and he has filed an execution petition. If the operation and execution of the compromise decree is stayed, the defendant No. 2 will be put to great hardship and delay may be caused to execute the sale deed.

**7.4).** As per the own plaint averments it is clear that, the suit property measuring 2 acres was fallen into the share of grand father of plaintiff No. 2 viz., Jattappa. After his death, defendant No. 1 and father of plaintiff No. 2 were jointly succeeded the same and they were entered into a sale agreement in favour of defendant No. 2 in respect of portion of the said property measuring 1 acre. Further, it is also clear that, remaining portion measuring 1 acre is still available for partition and separate possession. It is also worth to note here that, except seeking declaratory relief to nullify the compromise decree, no consequential relief is sought by the plaintiffs.



**7.5).** I have gone through the contents of sale agreement, wherein the vendors were intended to sale the property to meet their family and legal necessities. I have also gone through the contents of compromise petition, wherein it demonstrate that, the property alienated in the sale agreement was fallen to the share of father of plaintiff No. 2 and he had received entire amount. On going through the compromise petition, no illegalities are found as claimed by the plaintiffs. The rights and share of plaintiffs in the suit property is matter of trial and without inclusion of all the family properties, the rights of the plaintiffs can not be determined.

**7.6).** The decision relied by the counsel for plaintiffs is not applicable to the facts and circumstances of the present case. Though this Court can exercise its inherent jurisdiction, such exercise must be in a sound judicial principles. At this stage, when the compromise decree apparently appears to be in accordance with law and sale agreement was made for family necessities, then it will not be possible to invoke the inherent powers Under Section 151 of CPC as claimed in the present application. Moreover, the reliefs sought by the plaintiffs is also not in accordance with law and in the absence of any



consequential relief, the present suit also can not be entertained. Accordingly, this court proceeds to answer the point no.1 in the **negative**.

**8. POINT No.II:**

For the foregoing reasons and in view of the finding given by this court on Point No. I, this court proceeds to pass the following:

**ORDER**

**“IA No. I filed filed by the Applicant/Plaintiffs under section 151 of CPC is hereby dismissed.**

**No order as to cost.”**

**(Dictated to the Stenographer directly on the computer, transcript is corrected and signed by me and then pronounced by me in the open court on this 27<sup>th</sup> day of June, 2025).**

Sd/-  
**(ADITHYAKUMAR H.R)**  
**Pri. C.J., & I Addl. JMFC.,**  
**Ranebennur.**

