

ORDER ON COMPROMISE PETITION

The present suit is filed by the plaintiff against the defendants seeking declaration of title in respect of the suit schedule house property, consequential relief of permanent injunction and for such other reliefs.

2. After service of summons, the defendants appeared through their counsel before the Court. Both parties have filed a joint compromise petition under Order XXIII Rule 3 of CPC requesting the Court to pass a decree in terms of the compromise.

3. Perused the compromise petition. Under the terms of the compromise, the defendants have admitted that the plaintiff is the absolute owner of the suit schedule property bearing T.M.C.No.45, E Property No.27-501-60A and has agreed for passing a decree accordingly.

4. Before recording a lawful compromise, this Court is required to satisfy itself that the compromise is lawful and that the decree sought to be passed is supported by the materials available on record. A compromise cannot be accepted merely because both parties have consented, particularly when the compromise seeks a declaration of title over an immovable property.

5. In the present case, the records produced by the parties disclose that the agricultural land bearing Sy.No.5/PR-5 2B1 measuring 2 acres 36 guntas stands in the name of the plaintiff. However, the suit schedule property is a residential property bearing T.M.C.No.45, E Property No.27-501-60A, and the records relating to the said property stand in the name of the defendants.

6. Except the above said documents and compromise petition, the

plaintiff has not produced any title deed, previous revenue records, municipal records, registered conveyance, partition deed, inheritance documents or any other material to prima facie show that the suit schedule property was earlier standing in his name or that he had acquired title to the same. There is also no material explaining how the defendants name came to be entered in the TMC records. Likewise, the defendants have also not produced any title deed to disclose the source of thier title or the circumstances under which their name was entered in the records.

7. Thus, there is absolutely no material before the Court showing the flow of title in respect of the suit schedule property. In the absence of such foundational documents, this Court cannot record a finding regarding ownership merely on the basis of an admission made by the defendants in the compromise petition.

8. It is well settled that a compromise decree under Order XXIII Rule 3 of CPC cannot be used as a mode to create, confer or recognise title over an immovable property where the title itself is not supported by any material. The Court is under an obligation to satisfy itself that the compromise is lawful before acting upon it. A decree declaring title solely on the basis of consent, without any prima facie material regarding ownership, would not be in accordance with law. Therefore, this Court is not satisfied with the compromise petition. Accordingly, this court proceed to pass the following;

ORDER

The joint compromise petition U/O XXIII Rule 3 of CPC dated 25-04-2026 filed by the parties is hereby **rejected.**

For hearing.

OS No.118/2026

Call on

CJ and JMFC, Savanur.