



**IN THE COURT OF THE CIVIL JUDGE & J.M.F.C.,
SAVANUR**

**PRESENT: Sri. Srinivasa. S. N. B.A., LL.M.,
Civil Judge & J.M.F.C.,
Savanur.**

O.S.No.404 of 2025

DATED THIS 12th DAY OF DECEMBER 2025

Plaintiff : Smt. Afroz W/o Ayazahmad Khidmatgar
Age : 46years, Occ : Household work,
R/o : Khanjade Street,
Tq : Savanur, Dist : Haveri.

[By Sri P.R.Kalal, Advocate]

V/s

Defendant : Syed Mir S/o Abdul Khadar Narayanapura
Age : 80 years, Occ : Agriculture,
R/o : Chandaninagar, Savanur
Tq : Savanur, Dist : Haveri.

[By Sri. M.T.Hosapeti, Advocate]

ORDER ON COMPROMISE PETITION DATED 04-12-2025

The plaintiff and the defendant have filed compromise petition on 04-12-2025 under Legal Services Authority Act reporting terms of settlement for acceptance.

2. Heard the arguments of counsel for the plaintiff and defendant on compromise petition and perused the materials available on record.



3. The points that would arise for the consideration of this court are as follows:-

POINTS

- 1. Whether the parties to the suit made out sufficient grounds to accept the compromise petition?***
- 2. What order?***

4. The findings of this court on aforesaid points are as follows:-

Point No.1: In the Negative

Point No.2: As per final order for following:-

REASONS

5. **POINT NO.1:-** The plaintiff has filed this suit seeking the relief of permanent injunction restraining the defendant from interfering with peaceful possession and enjoyment of the suit schedule property, claiming that the defendant has orally gifted suit property out of land bearing Sy.No.513*/1 through an oral Hiba as per Muslim personal law.

6. After appearance, the parties have filed a joint compromise petition under the Legal Services Authorities Act, stating that the defendant had already gifted the suit portion to the plaintiff and that the defendant has no objection for the plaintiff to continue in possession.



7. It is a settled position under Muslim personal law that an oral Hiba is valid if the three essential requirements are satisfied, namely, a) declaration of gift by the donor, b) acceptance of the gift by the donee and c) delivery of possession. However, the validity of an oral Hiba under personal law cannot override statutory restrictions imposed under land revenue and land use enactments.

8. On perusal of the records, it is brought to the notice of this Court that Sy.No.513*/1 measuring 06 acres 04 guntas excluding 14 guntas of kharab land, is agricultural land and has not been converted for non-agricultural use. It is further submitted that the defendant has similarly gifted several small portions of the same in Sy.No.513*/1 to more than 15 persons and several identical suits for injunction have been filed in respect of such portions.

9. It is relevant to note that, in exercise of powers under Section 108 of the Karnataka Land Revenue Act, 1964, the Commissioner for Survey, Settlement, and Land Records has issued a Notification dated 07-12-2021 prescribing that no new survey number shall be created in respect of agricultural land measuring less than 5 guntas. The clear intent of the said Notification is to prevent fragmentation of agricultural land into



very small extents and to curb the formation of unauthorized layouts and so-called revenue sites without conversion and statutory approval.

10. Therefore, any transaction, oral or otherwise, which seeks to transfer small portions of agricultural land below the minimum extent prescribed under the said Notification cannot be recognized for purposes of revenue entries or for treating such small parcels as independent plots. The Notification is prospective in nature, however the alleged division of land into multiple small portions in the present case appears to be subsequent to the Notification and prima-facie, in violation of the statutory prohibition.

11. The Order XXIII Rule 3 CPC mandates that a compromise can be recorded only if it is lawful. The compromise now presented effectively seeks judicial recognition of fragmentation of agricultural land into very small sites contrary to the above Notification issued under Section 108 of the Karnataka Land Revenue Act, 1964. Allowing such compromise would indirectly facilitate the formation of an unauthorized layout and defeat the statutory object of preventing unregulated development.

12. This Court cannot pass a decree which would indirectly validate or give recognition to a transaction that is prohibited by



law or contrary to the statutory scheme. Therefore, the compromise sought to be recorded is not lawful within the meaning of Order XXIII Rule 3 CPC.

13. It is true that the present suit is only for permanent injunction and not for declaration of title. However, the practical consequence of accepting this compromise is that similar suits and similar compromises in respect of various small portions of the same agricultural land will continue, resulting in unauthorised layout being formed without leaving any space for roads, drains, parks or other civic amenities as required under the planning laws. The cumulative effect of accepting similar compromises would defeat the purpose behind the statutory prohibition on fragmentation and would indirectly permit creation of unauthorized residential extensions contrary to public interest and urban planning regulations. Therefore, this Court is of the opinion that the joint compromise sought to be recorded is not lawful within the meaning of Order XXIII Rule 3 CPC and is liable to be rejected.

14. Point No.2:- In the light of said reasons and discussions, this court has proceed to pass following:-

**ORDER**

Compromise petition filed under Legal Services Authority Act by the plaintiff and defendant dated 04-12-2025 is hereby rejected.

No order as to costs.

(Dictated to Stenographer directly on computer, corrected and later initialed by me and then pronounced by me in the open court on this the 12th day of December - 2025)

**(SRINIVASA.S.N.)
Civil Judge and JMFC.,
Savanur.**