

FINAL DECREE

Compromise Decree in Original suit

IN THE COURT OF II-ADDL. CIVIL JUDGE & JMFC, MALUR

O.S. No. 213/2026

PLAINTIFF/S:

1. **H.S.Narayanaswamy,**
S/o Late Sonnappa,
aged about 55 years.
2. **Venkataramanappa,**
S/o late Sonnappa,
aged about 73 years,

Both are R/at M.Hosahalli
village, Hasandahalli post,
Masthi, Malur taluk,
Kolar district.

-V/S-

DEFENDANT/S:

1. **Sonna Muniyamma,**
W/o Late Thimmarayappa,
aged about 75 years.
 2. **H.T.Narayanaswamy,**
S/o late Thimmarayappa,
aged about 48 years.
 3. **Anusha,**
W/o late Lokesh,
aged about 35 years.
 4. **Kum. Aishwarya,**
D/o late Lokesh,
aged about 17 years.
 5. **Master Nandan Gowda,**
S/o late Lokesh,
aged about 13 years.
- Defendant No. 4 & 5 are minors,
R/by their mother defendant
No.3 as Natural Guardian.
- All are R/at M.Hosahalli
village, Hasandahalli post,
Masthi hobli, Malur taluk,

Kolar district.

Date of Institution : 30-04-2026

Nature of the suit : DECLARATION & INJUNCTION

CLAIM FOR: The Plaintiffs prays this Hon'ble Court to pass the Judgment and decree in their favour and against the defendants:

a) Declare that the plaintiff is the absolute owner in lawful possession of the suit schedule property measuring 0.02.04 guntas.

b) Declare and Cancel the Registered Sale Deed dated: 16-07-1982 executed by defendant No.2 in favour of defendant No.1 to the extent of plaintiff's 0.02.04 guntas, as null, void and not binding on the plaintiff.

c) Grant a permanent injunction restraining the defendants, their agents or any body claiming under them from interfering with the plaintiff's peaceful possession and enjoyment.

d) Grant costs of the suit and such other reliefs.

This suit coming on this day for final disposal before **Sri. Nithin Cuvello, B.Com, LL.B, II-Addl Civi Judge and JMFC Malur,** in the presence of Sri. **H.V.Chandrappa,** advocate for plaintiffs, Sri. **Sridhar M.J/ChandraKumar R.E,** advocates for Defendant No.1 to 5.

It is ordered that, the suit of the plaintiff is hereby decreed in terms of compromise petition.

Further it is ordered that, Compromise petition shall be part and parcel of compromise decree.

**Contents of the compromise petition U/o 23 R 3 of CPC are
as follows:-**

1. The parties submit that with the intervention of elders and well-wishers, they have amicably settled all disputes relating to the suit schedule property. The compromise has been entered into voluntarily out of their own free will and consent, without any force, coercion, undue influence or misrepresentation.

2. The defendants admit that the land bearing Sy.No. 112/2 measuring 0.02.04 guntas, carved out of survey No. 112, situated at M.Hosahalli village, Masthi hobli, Malur taluk, Kolar district (hereinafter referred to as the suit schedule property) exclusively belongs to the plaintiffs.

3. The defendants further admit that their predecessor-in-title, late Muniyappa, S/o Sonnappa had title only to 0.03.04 guntas in Sy.No. 112/3 and had no right, title or interest over the plaintiffs 0.02.04 guntas in Sy.No. 112/2.

4. The parties admit that by mistake, the registered sale deed dated: 16-07-1982 executed by Late Muniyappa in favour of Late Thimmarayappa, S/o Munishami described an extent of 0.5.8 guntas, which inadvertently included the plaintiffs' 2 guntas in Sy.No. 112/2. The parties agree that the said Sale Deed shall stand canceled and declared not binding only to the extent of 0.02.04 guntas in Sy.No. 112/2 belonging to the plaintiffs.

5. The parties further submit that earlier they had filed a compromise petition before the Assistant Commissioner, Kolar in R.A. No. 43/2020 admitting the above facts and requesting correction of the mutation entries. However by order dated 05-01-2023, the Assistant Commissioner held that he had no jurisdiction to cancel the mutation based on a registered sale deed without an order from the Civil Court and therefore directed the parties to approach the competent Civil Court.

6. The defendants hereby admit and declare that:

a) The plaintiffs are the absolute owners in lawful possession and enjoyment of land bearing Sy.No. 112/2 measuring 0.02.04 guntas.

b) The defendants have no manner of right, title or interest over the said 2 guntas.

c) The defendants shall not interfere with the plaintiffs' peaceful possession and enjoyment of the suit schedule property.

7. The plaintiffs admit that the defendants are the lawful owners and possessors of Sy.No. 112/3 measuring 0.03.04 guntas and the plaintiffs shall not interfere with the defendants peaceful possession and enjoyment of the said property.

8. Both parties jointly request this court to:

a) Record this compromise U/o 23 R 3 of CPC.

b) Declare that the plaintiffs are the absolute owners in possession of Sy.No. 112/2 measuring 0.02.04.

c) Declare that the registered Sale Deed dated: 16-07-1982 is canceled and not binding only to the extent of 0.02.04 guntas in Sy.No. 112/2 while the remaining portion of the sale deed relating to 0.03.04 guntas in Sy.No. 112/3 shall remain valid and unaffected.

d) Grant a permanent injunction restraining the defendants, their agents, servants r anybody claiming through them from interfering with the plaintiffs' peaceful possession and enjoyment of Sy.No. 112/ measuring 2 guntas.

e) Direct the jurisdictional Tahasildar to mutate and enter the revenue records in accordance with this compromise namely.

Sy.No. 112/2 measuring 0.02.04 guntas in the names of the plaintiffs and

Sy.No. 112/3 measuring 0.03.04 guntas in the names of the defendants.

9. The parties undertake to abide by all the terms and conditions of this compromise and agree that this compromise shall form part of the decree to be passed by this court.

10. The parties further pray this court to dispose of the suit in terms of compromise without any order as to costs.

Given under my hand and the seal of the court on the 11th day of July 2026.

Sd/-

II-Addl. C.J. & JMFC, Malur.

Decree Signed on: 17-07-2026

Sd/-

II-Addl. C.J. & JMFC, Malur.

MEMORANDUM OF COSTS INCURRED IN THE SUIT

	Particulars	By Plaintiff	By Defendants
		Rs.	Rs.
1	Court fee on plaint	25-00	--
2	Process Fee	25-00	--
3	Advocate's Fee(FC not filed)	--	--
	TOTAL	50-00	--

Plaint Schedule

All that piece and parcel of the land property bearing Sy.No. 112/2, measuring 0.02.04 guntas carved out of Survey No.112 situated at M.Hosahalli village, Masthi hobli, Malur taluk, Kolar district bounded on East by Sy.No. 112/3, West by Marappa Sy.No. 12/1, North by Munishamappa, South by Kempegowda.

VALUATION SLIP

The plaintiffs filed the suit for the relief of Declaration U/s 24(b) of Karnataka Court Fees and Suits Valuation Act against defendants and valued the suit for Rs. 1,000/- and paid court fee of Rs. 25/- on the plaint.

Sd/-

II-Addl. Civil Judge & JMFC, Malur.