

:: COMPROMISE DECREE BEFORE LOK ADALATH ::
IN THE COURT OF THE SENIOR CIVIL JUDGE AND
J.M.F.C. H.D.KOTE

O.S. NO: 228/2025

Plaintiff/s : Smt. Chandrakantha,
W/o. Late Munirevanna,
aged about 70 years,
R/at Site No.16,
Door No.20, 2ndcross,
Manjunatha Layout,
Machohalli Colony,
Magadi Main Road,
Bengaluru-560091.

(By Smt. **D.J.B.**, Advocate)

-V/s-

Defendant/s : Sri.B. Venkataswamy,
S/o, Late Raja Bommanna,
Age about 62 years,
R/at No. 554, 11th Main Road,
Mahadeshwra Extension,
Metagally Post, Mysuru.

(Sri. **Anil B.**, Advocate for
Defendant.)

SUIT FILED ON: 28.11.2025

Suit claim: The plaintiff prays that this honorable court may be pleased to pass a judgment and decree against the defendants-

1. Directing the defendant for specific performance of the Agreement of sale dated-12.07.2024 and execute the valid and proper registered sale deed in favor of the plaintiff in respect of the schedule property.
2. Restraining the defendant or his supporters, G.P.A. holders, agents, henchmen, servants or any other persons or person claiming any right under or through the defendant in any manner what so ever from alienating, encumbering the schedule property, in favour of the third parties, by granting permanent injunction.
3. Grant cost of the suit.

Plaintiff, defendants and their respective counsels have filed a Compromise petition on 14.03.2026 before this court. Hence this case came before the Lok-Adalath on 14th day of March, 2026 for final disposal in the presence of **Judicial conciliator Sri. Mahesh B.T., B.com., LL.M., Senior Civil Judge & J.M.F.C, H.D.Kote**, and **non-judicial conciliator Sri Kumar** in the presence of Sri. **D.J.B., advocate for the plaintiff** and **Sri Anil.B., advocate for the defendant**. The following order was passed.

The case is called before Lok-adalath. Parties and their respective counsels are present and have settled the matter amicably and filed a compromise petition U/O 23 Rule 3 of CPC and its contents are read over and explained to the

parties in the language known to them and have agreed and accepted the terms and conditions of the compromise petition which seems to be lawful and voluntarily one. Therefore, the compromise petition is accepted and the suit is decreed in terms of compromise petition.

COMPROMISE PETITION FILED UNDER ORDER 23
RULE 3 OF CODE OF CIVIL PROCEDURE.

The plaintiff and defendant most humbly and respectfully submit as follows:

1. The plaintiff has filed the above suit against the defendant, for the specific performance of the agreement of sale dated 12/07/2024.

2. The plaintiff and the defendant are relatives and, at the intervention of their well-wishers, have amicably settled the dispute and arrived at the following compromise.

3. The defendant admits his sole ownership of the schedule property and execution of the agreement of sale dated 12/07/2024 in favor of the plaintiff and further admits that entire sale consideration amount has been received by him from the plaintiff and that no amount is due and payable by the plaintiff. Further admits that he has already delivered vacant and peaceful I possession of the schedule

property to the plaintiff on 15th October 2025 and handed over all the original documents to the plaintiff by the defendant.

4. The defendant agrees to complete the Phodi work required for registration within a period of 3 months from the date of this compromise petition and thereafter execute a registered sale deed in favor of the plaintiff and the plaintiff has agreed to the said terms. In the event of failure on the part of the defendant to execute the sale deed within the stipulated period, the plaintiff shall be at liberty to have the sale deed executed through the process of the Court, and the defendant shall not raise any objection whatsoever. Further the defendant undertook to clear the loans availed by him from Primary Agricultural Co-operative Society and any other institution at the earliest.

6 The plaintiff and the defendant have entered into this compromise petition voluntarily, of their own free will with full understanding of its contents and consequences, and without any force, fraud, coercion or undue influence.

WHEREFORE, the plaintiff and the defendant above named, jointly pray that this Hon'ble Court may be pleased to pass a judgement and decree in terms of the compromise petition, and be pleased to order refund of the

entire court fee paid in the suit to the plaintiff, in the interest of justice and equity.

SCHEDULE PROPERTY

All that piece and parcel property of an agricultural land, bearing Sy No. 53/86, measuring 5 acres 0.11 guntas of land, out of 5 acres 0.21 guntas of land(As per the revenue record 0.10 guntas of land is acquired for the purpose of nala in total measuring 5 acre 0.21 guntas), situated at Padukote Village, Kasaba Hobli,, H.D.Kote Taluk, Mysuru District, which is bounded on.

EAST BY : Land belongs to Angamma
WEST BY : Road.
NORTH BY : Land belongs to Swamynath,
SOUTH BY : Land belongs to Pothraj

And it is further ordered that, the compromise petition filed by the parties is part and parcel of the compromise decree.

And it is further ordered that, office is directed to return the Court Fee to the plaintiff.

Given under my hand and seal of this Court on the 14th day of March, 2026.

SENIOR CIVIL JUDGE & JMFC
H.D.KOTE.

MEMORANDUM OF COST INCURRED IN THE SUIT

	Plaintiff/s	Defendant/s
1. Court fee on Plaint	79625-00	--
2. Service of Process	30-00	--
3. Advocate fee	--	--
TOTAL	79655-00	--

SENIOR CIVIL JUDGE & JMFC
H.D.KOTE.