

**Before Lok-Adalath.**

**Compromised Award for Declaration**

**In original suit (O.7 Rule 1 and 2)**

**IN THE COURT OF THE CIVIL JUDGE AND JMFC., AT T. NARASIPURA.**

**O.S.No. 65 / 2024**

- Plaintiff/s : [01] Sri. T.B. Bettadarasaiah,  
S/o Late Bettadarasaiah,  
Aged about 86 years.
- [02] Sri. Mallaiah,  
S/o Late Karimallaiah,  
Aged about, 45 years,
- [03] Sri. Bettadarasaiah,  
S/o Late Karimallaiah,  
aged about 40 years,
- [04] Smt. Drakshayini,  
W/o Late Kartimallaiah,  
Aged about 50 years,
- [05] Smt. Gowramma,  
W/o Late T. B. Shivamallu,  
Aged about 70 years,
- [06] Sri. Paramesha,  
1<sup>st</sup> son of Late T.B. Shivamallu,  
Aged about 42 years,
- [07] Sri. S. Prabhu,  
2<sup>nd</sup> son of Late T.B. Shivamallu,  
Aged about 40 yearts,
- [08] Sri. Shivakumara S.,  
3<sup>rd</sup> son of Late T.B. Shivamallu,  
Aged about 38 years,
- [09] Smt. Putta Rathnamma,  
D/o Late T.B. Shivamallu,  
Aged about 48 years,

All are R/at New Street, Talakad  
Village and Hobli, T. Narasipura  
Taluk.

**-V/s-**

Defendant/s : Smt. Parvathamma.  
W/o Late Mahadeva,  
Aged about 60 years,  
R/o New Street, Talakad Village  
and Hobli, T. Narasipura Taluk.

**Suit filed on: 27.02.2024**

**Prayer:** The Plaintiffs pray this court to be pleased to pass Judgment and decree in their favour:-

- a) Declaring that the plaintiffs are the joint owners in possession of suit schedule property.
- b) Grant decree for permanent injunction in favour of the plaintiffs and against the defendant and her agents, servants, etc., restraining them her from illegally interfering with the right of plaintiffs in enjoying the suit schedule property.
- c) Declare the revenue entries illegally entered in earlier in the name of Late Mahadeva S/o Lakshamma, now in the name of defendant as null and void.
- d) For any valid reasons, if the court comes to conclusion that the plaintiffs are not in the possession of a portion of land, put them in possession of the same.
- e) Grant court cost in the interest of justice.

This suit is coming before Lok Adalath on 14<sup>th</sup> day of March 2026 for final disposal before **Sri. Sachin H.R.**, B.A. LLB., Prl. Civil Judge and JMFC. T. Narasipura and Sri. Basavaraju M., Advocate/Conciliator, in the presence of Sri. S. Jayadevanna, Advocate for plaintiffs and Sri. V. Kumara, Advocate for defendant.

Upon reading the compromise petition filed by both the parties, the award is passed as follows:-

By considering, it is ordered and awarded that the Compromise Petition filed by the plaintiffs and the defendant is hereby accepted and allowed.

Further it is ordered and awarded that consequently, the suit filed by the plaintiffs is hereby decreed subject to the terms and conditions of the Compromise Petition.

Further it is ordered and awarded that compromise petition shall be treated as part and parcel of the award.

Both the plaintiffs and defendant beg to state as follows:-

1. By the advice of village elders and well wishers of the village the plaintiffs and the defendant have compromised the above case as here under.
2. The plaintiffs are the joint owners, but the 1<sup>st</sup> plaintiff is manager of joint hindu family, therefore, the plaintiffs No.2 to 9 agreed to declare the 1<sup>st</sup> plaintiff, as owner of the compromise petition schedule property, who is in possession of the same.
3. The plaintiffs No.2 to 9 are agreeing for holding katha of the property in the name of 1<sup>st</sup> plaintiff and to pay land revenue to Govt. of Karnakaka.
4. There is no any other case and appeal pending either before Civil Court or before appellate court or before any revenue court in respect of the petition schedule property.
5. The defendant is the owner in possession of Sy.No. 88/1 extent 0-38 guntas of land and 0-01 gunta of land in Sy.No. 88/2 is allotted to the share of defendant, the total extent is 0-39 guntas of land at Shettahalli Village.

6. The defendant is agreeable for the above terms and conditions of the compromise petition.

Hence, the plaintiffs and the defendant pray to declare that the 1<sup>st</sup> plaintiff is the owner in possession and enjoyment of the compromise petition schedule property in the interest of justice.

ಮುಂದುವರಿದು ರಾಜಿ ಅರ್ಜಿಯಂತೆ ಸದರಿ ದಾವೆಯನ್ನು ಈ ಮೂಲಕ ರಾಜಿ ಡಿಕ್ರಿ ಮಾಡಲಾಗಿದೆ ಮತ್ತು ರಾಜಿ ಅರ್ಜಿಯು ಡಿಕ್ರಿಯೆ ಅವಿಭಾಜ್ಯ ಅಂಗವಾಗಿದೆ.

**Given under my hand and the seal of Court this the 14<sup>th</sup> day of March 2026.**

**Prl. Civil Judge and JMFC.,  
T. Narasipura.**

**MEMORANDUM OF THE COSTS INCURRED IN THIS SUIT**

Particular/s.	Plaintiff/s Rs.	Defendant/s. Rs.
Court fee paid on Plaint	75.00	-
..... do .....I.As	-	-
..... do ..... Power	-	-
Advocate fee (FC not filed)	-	(F.C. not filed)
Commissioner fee	-	-
Process fee	20-00	-
<b>Total.</b>	<b>95-00</b>	-

**Prl. Civil Judge and JMFC.,  
T. Narasipura.**

**SCHEDULE**

Sy.No.88/2 total extent is 2-25 guntas of land in which 2-24 guntas of land Ass.Rs.7-80 is bounded on:-

East by : Land of Kalyani Chikkamadaiah and  
T.S. Shanmukha swamy

West by : Oni

South by : Road

North by : The aforesaid land of total extent is 0-39  
guntas of land only of defendant.

Which is situated at Shettahalli village, Talakad Hobli,  
T. Narasipura Taluk.

**Prl. Civil Judge and JMFC.,  
T. Narasipura.**