



Presented on : 02-02-2024

Registered on : 02-02-2024

Decided on : 10-06-2026

Duration : 2 years, 4 months, 8 days

**IN THE COURT OF THE SENIOR CIVIL JUDGE AND
JMFC., AT LINGASUGUR.**

Dated this the 10th day of June 2026

Present: Smt. UNDI MANJULA SHIVAPPA,
B.Sc.,LL.M
Senior Civil Judge & JMFC.,

CIVIL MISC.No.1/2024

Petitioner:

Smt. Earamma W/o Earappa Nandihal,
Aged about: 60 years. Occ:Agri & household,
R/o Mattur village, Tq: Maski, Dist: Raichur.

(By Sri. H.B.R., Advocate)

Versus

Respondents:

Yamunappa Nettur S/o Karibassappa,
(Dead by Lrs)

- 1) Bassamma W/o Late Somanagouda,
Aged about: 48 years, Occ: Agri & household,
- 2) Smt. Mallamma W/o Devanna,
Aged about: 48 years, Occ: Agri & household,
- 3) Karibassanna S/o Late Yamunappa,
Aged about: 58 years, Occ: Agriculture,
All resident of Gaddaratagi village, Tq: Maski,
District: Raichur.

(Respondent No.2 by P.P., Advocate)

(Respondent No.1 & 3 exparte)



O R D E R

The petitioner has filed this petition under Order XXIII rule 3(A) R/w sec. 151 of CPC., praying to set aside the compromise decree passed in O.S.No.111/2006 dated:16-08-2008 passed by this court, in the interest of justice.

2. The averments of the petition in brief are as under:-

It is submitted that, appellant herein had filed the suit in O.S. No.117/2003 in the Senior Civil Judge at Raichur for Declaration of Owner ship and a decree for permanent Injunction etc., in respect of agricultural land bearing Sy No.180/K and 192/K situated at Gaddaratong Village Hobli: Turvihaal Village, Tq: Maski, against one Yamunappa Nettur S/o karibassappa, 2) Ayyappa Nettur S/o Late Chennappa, 3) Earamma W/o Late Siddappa Nettur all are residing at Gaddartagi Village, Tq: Sindhanur Dist: Raichur in the Senior Civil Judge Court Raichur. In the said suit the defendants appeared but did not filed their written statement. Applicant Earamma has recorded her evidence in the said suit. In mean while the above case was transfer to this court, case was renumbered as OS NO: 111/2006.

**Order in Misc.No.1/2024**

3. There after the said suit was referred for conciliation at Sindhanur camp. Further stated that, it seems there was compromise in between applicant and defendant on Dated: 27-08-2008 in the said compromise there was no signature of the appellant and defendant. There is only signature of conciliator who were presiding over the conciliation proceedings as conciliator. Further stated that, from the certified copy of above said compromise decree Dated: 27-08-2008, earlier to it the compromise petition Dtd: 16-08-2008 is filed but the applicant has not put her thumb impression on the said compromise petition. The said thumb impression on the compromise petition Dtd: 16-08-2008 is forged one. Moreover, the applicant was not present before the Court on the date of compromise. The appellant was not aware of the conciliation proceedings nor she was present on the date of compromise decree before the conciliator, nor she has instructed her advocate to compromise the matter in dispute. Further appellant herein was not present on that date and no signature of the parties is there in the compromise petition only conciliator recorded compromise in absence of the party/petitioner.

**Order in Misc.No.1/2024**

4. In the said compromise petition it is recorded that plaintiff has admitted the ownership of the defendant and also admitted having received sum of Rs 1,00,000/-. The appellant was not present on Dtd: 16-08-2008 i.e., on the date of compromise neither the appellant has admitted the title of the defendant over the suit land nor she agreed for compromise nor she has received amount of Rs 1,00,000/- from the defendant no.1. The applicant did not admitted ownership of the defendant nor she received any amount from the defendant as mentioned in the compromise petition dated: 16-08-2008 nor she admitted that her father had sold the suit land to defendant no: 1. Further by way of fraudulent means she compromise decree is obtained by the defendant to grab the suit land from applicant. The applicant being rustic and uneducated village women when there was no communication or notice from her advocate. She was under the impression that the matter has been settled in favor of the applicant. But the recent mutation of the defendant in respect of suit and in the name of Yamunappa on 20-02-2023, who got his name mutated in respect of the suit land on the basis of fraud compromise decree. Apprehending that if he gets his name mutated, the applicant will

**Order in Misc.No.1/2024**

come to know it and she will challenge it. Earlier to the above case Late. Yamunappa father of the defendant has filed OS No.136/2000 before the PRI. CIVIL. JUDGE at Sindhanur against the present applicant and others and in the said suit preliminary issue No: 6 in respect of pecuniary jurisdiction of the court was framed and the court decided that this court did not have pecuniary jurisdiction. Hence returned the plaint to be submitted in the competent court. But the defendant did not file the OS Suit in the competent court of law, as per order of the Court, as such the late. Yamunappa was not competent to contest the above suit. The Yamunappa died leaving behind him Somanagouda Karibassanna and Mallamma as his heirs. The Somanagouda also died living behind his wife as his heirs. Now they above said Lr's claiming ownership of the said suit land. On the basis of fraudulent and compromise decree. The applicant has also given her evidence in the said suit on 31-05-2007 wherein she has denied the title of the defendants in respect of the suit land. The applicant come to know about the compromise only when the LR's of Late. Yamunappa started interfering in her possession over the suit land. Then the applicant came to know on enquiry that the Late. Yamunappa has

**Order in Misc.No.1/2024**

obtained fraudulent decree against the applicant on 24-07-2023, when the applicant after interference of the LR's of Yamunappa in the possession of the applicant over the suit land. After death of Yamunappa the above named LR's have got mutated the suit land in their name. Further submitted that Yamunappa died in the year 2009, but after death of Yamunappa on the application of his grand son by name Adivappa S/o: Manjanna, the mutation is effected in the name of Late. Yamunappa after his death. By obtaining fraudulent compromise decree the defendants are trying to disposes the applicant in the event of applicant dispossessed from the suit land. She will loss her only source of income. Under the circumstance, the applicant prayed that, enquire is to be conducted in respect of obtaining the fraudulent compromise decree in OS No: 111/2006 dated: 16-08-2008 of this court in the absence of applicant, therefore the applicant prayed to set aside the order passed in O.S.No.111/2006 Dtd: 16-08-2008 by this court.

5. On service of notice, the respondents, the respondents no.1 and 3 have not appeared before the court, hence they were placed

**Order in Misc.No.1/2024**

exparte, the respondent no.2 appeared before this court and filed his objection through his advocate by contending that, petition filed by the petitioner is not maintainable either under law as well as on facts. The petition filed by the petitioner is barred by law of limitation. The petition filed by the petitioner is barred by law of res judicata. Further stated that, it is true that the petitioner has filed the suit in O.S.No. 111/2006 in the Senior Civil Judge at Lingasugur for Declaration of owner ship and a decree for permanent injunction etc, in respect of agricultural land bearing Sy No.180/K and 192/K situated at Gadratagi village, Hobli: Turvihah, Tq: Maski, against one Yamunappa Nettur S/o karibassappa 2) Ayyappa Nettur S/o Late Chennappa 3) Earamma W/o Late Siddappa Nettur all are residing at Gadratagi village, Tq: Maski Dist. Raichur. That this respondent no.2 have no knowledge about whether the defendants of the said suit appeared or not and written statement filed or not in the said suit and petitioner has lead her evidence or not. Further the respondent no.2 have no knowledge about the contents of para no.2 & 3 of the petition. The contents of para no.4 to 10 of the petition are specifically denied, hence the petitioner is hereby called upon strict proof of the same.

**Order in Misc.No.1/2024**

The contents of para no.11 of the petition is partly admitted to the extent of relationship, rest of para is specifically denied, hence the petitioner is hereby called upon strict proof of the same. The respondent no.2 have no knowledge about the contents of para no.12 of the petition. The contents of para no.13 to 15 of the petition are specifically denied, hence the petitioner is hereby called upon strict proof of the same. The petitioner herself present and entered into compromise and signed the compromise petition. Hence the question of setting aside the compromise decree passed in O.S.no.111/2006 dated 16-08-2008 on the file of Senior civil judge at Lingasugur. The petitioner has filed this petition only in order to harras the respondents. Hence the respondent prayed to dismiss the petitioner with exemplary cost.

6. During enquiry the petitioner has examined himself as PW.1 and got marked 9 documents at Ex.P.1 to Ex.P9. The counsel for respondent no.2 fully cross-examined the Pw-1.

7. I have heard the arguments and perused record.

8. The following points arise for my consideration:

1. Whether the petitioner has made out grounds to set aside the compromise decree passed in O.S.no.111/2006



Order in Misc.No.1/2024

dated: 16.08.2008 and restore the same to its original suit bearing OS.No.111/2006?

2. What order?

9. My answers to the above points are as follows:

Point No.1 : In the Affirmative.
Point No.2 : As per final Order,
for the following:-

REASONS

10. POINT No.1:- The petitioner has filed this petition under Order XXIII rule 3(A) R/w sec. 151 of CPC., praying to set aside the compromise decree passed in O.S.No.111/2006 dated:16-08-2008 passed by this court.

The petitioner in order to prove her case, she herself examined as Pw.1 by filing affidavit in lieu of examination in chief where she submitted that, appellant herein had filed the suit in O.S. No.117/2003 in the Senior Civil Judge at Raichur for Declaration of Owner ship and a decree for permanent Injunction etc., in respect of agricultural land bearing Sy No.180/K and 192/K situated at Gaddaratong Village Hobli: Turvihhal Village, Tq: Maski, against one Yamunappa Nettur S/o karibassappa, 2) Ayyappa Nettur S/o Late Chennappa, 3) Earamma W/o Late Siddappa

**Order in Misc.No.1/2024**

Nettur all are residing at Gaddartagi Village, Tq: Sindhanur Dist: Raichur in the Senior Civil Judge Court Raichur. In the said suit the defendants appeared but did not filed their written statement. Applicant Earamma has recorded her evidence in the said suit. In mean while the above case was transfer to this court, case was renumbered as OS NO: 111/2006. There after the said suit was referred for conciliation at Sindhanur camp. Further stated that, it seems there was compromise in between applicant and defendant on Dated: 27-08-2008 in the said compromise there was no signature of the appellant and defendant. There is only signature of conciliator who were presiding over the conciliation proceedings as conciliator. Further stated that, from the certified copy of above said compromise decree Dated: 27-08-2008, earlier to it the compromise petition Dtd: 16-08-2008 is filed but the applicant has not put her thumb impression on the said compromise petition. The said thumb impression on the compromise petition Dtd: 16-08-2008 is forged one. Moreover, the applicant was not present before the Court on the date of compromise. The appellant was not aware of the conciliation proceedings nor she was present on the date of compromise decree before the conciliator, nor she has

**Order in Misc.No.1/2024**

instructed her advocate to compromise the matter in dispute. Further appellant herein was not present on that date and no signature of the parties is there in the compromise petition only conciliator recorded compromise in absence of the party/petitioner. In the said compromise petition it is recorded that plaintiff has admitted the ownership of the defendant and also admitted having received sum of Rs 1,00,000/-. The appellant was not present on Dtd: 16-08-2008 i.e., on the date of compromise neither the appellant has admitted the title of the defendant over the suit land nor she agreed for compromise nor she has received amount of Rs 1,00,000/- from the defendant no.1.

11. In order to prove her case petitioner got marked in all 09 documents such as EX.P1 to P9. Ex.P.1 is the Certified copy of plaint in OS.No.117/2003, Ex.P-2 is the Certified copy of compromise petition in OS.No.117/2003, Ex.P-3 is the Certified copy of compromise order in OS.No.117/2003, Ex.P-4 is the Certified copy of order sheet in OS.No.136/2000, Ex.P5 and 6 are the Mutation copies, Ex.P7 and 8 are the RTC., extracts, Ex.P-9 is the Certified copy of order sheet in OS.No.111/2006.

**Order in Misc.No.1/2024**

12. On careful perusal of these documents reveals that Eramma the petitioner herein has filed suit before this court seeking declaration of ownership over the suit property, later that matter has been ended in compromise by way of filing compromise petition under order 23 rule 3 CPC., but the petitioner herein specifically denied the said compromise, she specifically contented that she has not given any information to his counsel for compromise and not received any amount as consideration and put her thumb impression on the compromise petition. That compromise decree obtained by way of fraud. She examined herself as Pw1 in the present case and she denied all the suggestions of respondent counsel. However she strongly contented that she has not put her thumb impression on compromise petitioner she specifically denied she received one lakh from respondent and give up the suit property in favour of respondent.

13. It is pertinent to note her that the said one lakh rupees not given before the court in the second para of compromise petitioner mentioned one lakh rupees given to plaintiff i.e., petitioner herein

**Order in Misc.No.1/2024**

out of court. Hence it creates doubt. And defendant in that compromise petitioner in the 3rd para mentioned the defendant perfected his title over suit property by way of adverse possession to the knowledge of petitioner means petitioner was the real owner of suit property. Hence that compromise creates doubt hence for the ends of justice it is very necessary to allow the petition, the delay can be compensated in terms of money but for that justice cannot be denied. Hence, for the ends of justice it is just and necessary to restore the suit with strict direction to the petitioners in order to avoid the future delay in the proceedings of OS.No.111/2006. Hence, I answer point No.1 in the Affirmative.

14. POINT No.2: For the aforesaid reasons and finding on Point No.1, I proceed to pass the following:-

ORDER

The petition filed U/Order XXIII rule 3(A) r/w sec.151 of C.P.C., is hereby allowed with cost of Rs.10,000/-.

Consequently, the compromise decree passed in O.S.No.111/2006 dated:16-08-2008 is hereby set aside.

**Order in Misc.No.1/2024**

The Office is hereby directed to restore the O.S.No.111/2006 on its own file on or before 15-07-2026, after receipt of payment of cost.

The petitioners are strictly directed to co-operate with court for speedy disposal of O.S.No.111/2006.

(On my dictation directly typed on computer by the Stenographer grade-III, print out taken by him, corrected and then pronounced by me in the Open Court on this the **10th day of June 2026**)

(UNDI MANJULA SHIVAPPA)
Senior Civil Judge & JMFC.,
LINGASUGUR.

A N N E X U R E**List of witnesses examined for the Petitioner :-**

PW.1 Smt. Earamma W/o Earappa Nandihal,

List of documents marked for the Petitioner :-

Ex.P.1 Certified copy of plaint in OS.No.117/2003.

Ex.P-2 Certified copy of compromise petition in
OS.No.117/2003.

Ex.P-3 Certified copy of compromise order in
OS.No.117/2003.

Ex.P-4 Certified copy of order sheet in OS.No.136/2000.

Ex.P5 & 6: Mutation copies.

Ex.P7 & 8: RTC., extracts.

Ex.P-9 Certified copy of order sheet in OS.No.111/2006.



Order in Misc.No.1/2024

List of witnesses examined for the respondents:

- N I L -

List of documents marked for the respondents:

- N I L -

**Senior Civil Judge & JMFC.,
LINGASUGUR.**