



O.S.27/2010

**Decree in Original Suit
O-20, R-6-7 of CPC**

Annexure – D

**IN THE COURT OF THE III ADDITIONAL CIVIL JUDGE &
JMFC., AT KANAKAPURA**

O.S. No. 27/2010

Plaintiff:

Sri. Ashoka
S/o M.V. Narayanaswamy,
Aged about 22 years,
R/at: Mudenahalli village,
Harohalli Hobli,
Kanakapura Taluk.

V/S

Defendants:

1. Sri. Venkataramanaiah
S/o Appajaiah,
Since dead by his LR's
Plaintiff and D2 Lrs and D3,
2. M.V. Narayanaswamy
S/o Venkataramanaiah,
Since dead by his LR's
- 2(a) Smt. Nagamma
W/o late M.V. Narayanaswamy,
Aged about 53 years,
R/at: No.E-74,
A.K. Colony, Konanakunte,
Bengaluru South Taluk,
Bengaluru-560062.



2(b) Smt. Nirmala
D/o late M.V. Narayanaswamy,
Aged about 19 years,

2(c) Sri. Master Hemanth Kumar
S/o Late M.V. Narayanaswamy,
Aged about 18 years.

Sl. No.1(b) and 1(c) R/at:
Manchinabele Colony,
Kadabagere Dakle,
Dasanapura Hobli,
Benglauru North Taluk.

3. Smt. Manjula @ Nagamma
W/o M.V. Narayanaswamy,
Aged about 37 years.

4. Bhavya
D/o M.V. Narayanaswamy,
Aged about 20 years.

5. M.V. Ramesh.H.
S/o Venkandraiah,
Aged about 41 years,
R/at: Mudenahalli village,
Harohalli Hobli,
Kanakapura Taluk.

DECREE

This suit is filed by the plaintiffs on 19.01.2010 against the defendants for,



- a) Partition of the suit schedule property by metes and bounds.
- b) Separate Possession of Plaintiffs legitimate 1/3rd share in the suit schedule property.
- c) Declare that the sale dated 24.03.2005 is null and void.
- d) Costs of this suit and such other relief as this Hon'ble Court may deem fit to grant in the circumstances of the case, in the ends of justice.

This suit is coming on this 14th day of March 2026 before **Sri. Raviprakash T. Avin, B.B.A. LL.M. III Addl. Civil Judge & JMFC.,** in the presence of **Sri. A.C. Chandra Chud** advocate for plaintiff and **Sri. K.B.N advocate for defendant No.3 and Sri. Manoj H. advocate for Defendant No.2(a) to (c) , D3 and 4 and Sri. Madhusudhan .R. advocate for Defendant No.5.**

It is ordered and decreed as per the terms of joint memo.

Further, it is ordered and decreed that joint memo shall form the part and parcel of the decree.

Given under my hand and seal of the court this 14th day of March 2026.

**III Addl. Civil Judge & JMFC.,
Kanakapura.**



**JOINT COMPROMISE PETITION UNDER ORDER 23
RULE 3 OF CPC 1908**

Herein both the parties to suit that is plaintiff and defendants have filed this joint compromise petition for having settled the issues involved in the suit amicably between themselves with the following mutually agreed terms and conditions by both the parties herein.

1. The plaintiff has filed this suit against the defendants before this Hon'ble court for Partition of plaintiff's 1/3rd share and Declare that Sale Deed dated 24.03.2005 registered before the Kanakapura Sub-Registrar, Kanakapura Vide Document No. KNK-1-05449-2004-05 is null and void in the suit schedule property. Now the above suit is pending for consideration.

2. During the pendency of the above suit the parties in the suit with the advice of well wishers, friends and elder persons decided to settle the issues amicably, resolved all disputes relating to the Schedule Property described in the Plaint hence this compromise petition.

3. The Plaintiff and Defendants are respectfully submits that, the one original propositus by name Sri Appajaiah, after his death all the properties along with suit schedule property are



mutated in the name of his son Sri. Venkataramanaiah. On 30.09.1996 the said Sri. Venkataramanaiah executed a partition and allotted the share to all his children through panchayath Parikath.

On the basis of Panchayath Parikath Sy.No.1/1 measuring to an extent of 0-29 guntas, situated at Mudenahalli Village, Harohalli Hobli & Taluk, Bengaluru South District allotted to share of Defendant No.2 by name Sri. Venkataramanaiah. Thus, the defendant No.1 to 3 are in peaceful possession and enjoyment of the entire suit schedule property and are paying kadayam to the government regularly. They were in urgent need of funds for household necessities and to buy residential property, the Defendant No.2 along with Defendant No.1 & 3 sold the above mentioned property in favour of Defendant No.5 for consideration amount on 29.03.2005, which is duly registered as document no. KNK-1-05449-2004-05, of Book No.I, in CD No.KNKD30, registered in the Office of the Sub-Registrar, Kanakapura.

4. The Plaintiff and Defendants are respectfully submits that, at the time of sale transaction the plaintiff and defendant No.4 and also LR's of Defendant No.2 are not the party of the said sale deed date: 24.03.2005. Due to this, the Defendant No.5 is agreed to give extra additional sale consideration



amount of Rs. 16,30,000/- (Sixten Lakh Thirty Thousand Rupees Only) for the plaintiff and along with Defendant No.2(a) to (c) and Defendant No 4.

5. Now in this suit, the plaintiff have no objection to dismiss this suit, he and Defendant No.2(a) to (c) and Defendant No. 4 have agreed to receive extra additional sale consideration amount of Rs. 16,30,000/- (Sixten Lakh Thirty Thousand Rupees Only) with respect to the suit schedule property. Here afterwords Defendant No.5 is the absolute owner with respect to suit schedule property.

6. The plaintiff and defendants have also agreed to compromise the matter before the elders. In terms of the compromise both the parties have agreed not to counterclaim by any parties as far as title, interest and measurement, physical possession and enjoyment are concerned.

7. The compromise entered between the parties herein not on any manner of force from third parties or interested party but on their own to avoid the litigation and to save time, money with free will and conscious entered this compromise and filed this petition.



8. The Defendant No.2(a) to (c) and Defendant No. 4 are received a sum of Rs.16,30,000/- (Sixteen Lakh Thirty Thousand Rupees Only) as follows:

a) Rs. 4,00,000/- (Rupees Four lakhs only) by way of cheque No. 002496, dated: 14.03.2026, drawn on ICICI Bank, Harohalli Branch, Bengaluru South District in favour of Defendant No. 2(a) i.e., Smt. Nagamma W/o M.V Narayanaswmay

b) Rs. 4,50,000/- (Rupees Four lakhs Fifty Thousand only) by way of cheque No. 002497, dated: 14.03.2026, drawn on ICICI Bank, Harohalli Branch, Bengaluru South District in favour of Plaintiff i.e., Sri.Ashoka S/o M.V Narayanaswmay.

c) Rs. 4,50,000/- (Rupees Four lakhs Fifty Thousand only) by way of cheque No. 002498, dated: 14.03.2026, drawn on ICICI Bank, Harohalli Branch, Bengaluru South District in favour of Plaintiff i.e., Sri.Ashoka S/o M.V Narayanaswmay.

d) Rs. 2,00,000/- (Rupees Two lakhs only) by way of cheque No. 002499, dated: 14.03.2026, drawn on ICICI Bank, Harohalli Branch, Bengaluru South District in favour of Defendant No.4 i.e., Smt. Bhavya D/o M.V Narayanaswmay.

e) Rs. 30,000/- (Rupees Thirty Thousand only) by way of cheque No. 002500, dated: 14.03.2026, drawn on ICICI Bank, Harohalli Branch, Bengaluru South District in favour of Defendant No.2(b) i.e., Smt. Nirmala N D/o M.V Narayanaswmay.

f) Rs. 1.00,000/- (Rupees One Lakh only) by way of cheque No. 002501, dated 14.03.2026, drawn on ICICI Bank, Harohalli Branch, Bengaluru South District in favour of Defendant No.2(c) i.e., Hemanth Kumar S/o M.V Narayanaswmay.

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**III Addl. Civil Judge & JMFC.,
Kanakapura.**

MEMORANDUM OF COST

Sl.No.	Plaintiff	Rs.	Defendant	Rs.
01.	Court fee on plaint	200/-	-	0
02.	Court fee on IA's	-	-	0
03.	Vakalath	-	-	0
04.	Advocate Fee (F.C. not filed)	-		0
05.	Process Fee	50/-	-	0
Total		250/-	-	0

**III Addl. Civil Judge & JMFC.,
Kanakapura.**