



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 27TH DAY OF MARCH, 2026
BEFORE
THE HON'BLE MR. JUSTICE PRADEEP SINGH YERUR
REGULAR SECOND APPEAL NO. 207 OF 2024 (SP)

BETWEEN:

H. K. MANJUNATH @
H. K. MANJUNATH RAO
S/O. LATE R. KRISHNOJI RAO
AGED ABOUT 56 YEARS
R/O. OORUKERE VILLAGE
TUMAKURU TALUK
PIN - 572 106.

...APPELLANT

(BY SRI LAXMIKANTHA K.B., ADVOCATE)

AND:

V. VASANTHAMMA
D/O. VENKATA NAYAKA
W/O. M. K. GOVINDARAJU
AGED ABOUT 52 YEARS
R/O NO.5, KAMADENU NILAYA
BASAVARAJU LAYOUT
BIDADI, RAMANAGARA TALUK
BENGALURU RURAL DISTRICT
PIN - 562 109.

...RESPONDENT

(BY SRI SURESH P., ADVOCATE)

THIS REGULAR SECOND APPEAL IS FILED UNDER SECTION 100 OF CPC PRAYING TO SET ASIDE THE JUDGMENT AND DECREE DATED 13.12.2023 PASSED IN R.A.NO.83/2022 AND THE JUDGMENT AND DECREE DATED 12.04.2022 IN O.S.NO.720/2009 RESPECTIVELY AND ETC.

THIS APPEAL, COMING ON FOR ADMISSION, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:



CORAM: HON'BLE MR. JUSTICE PRADEEP SINGH YERUR

ORAL JUDGMENT

This appeal is preferred by the plaintiff challenging the judgment and decree dated 13.12.2023 passed in R.A.No.83/2022 by the Additional Senior Civil Judge and CJM, Tumakuru, confirming the judgment and decree dated 12.04.2022 passed in O.S.No.720/2009 by III Additional Civil Judge and JMFC, Tumakuru, whereby the trial Court partly decreed the suit of the plaintiff.

2. Parties shall be referred to as per their ranking before the trial Court.

3. The plaintiff instituted a suit seeking specific performance of sale agreement dated 27.09.2006 for delivery of full possession of the suit schedule property and for a decree of permanent injunction restraining the defendant from interfering with the plaintiff's peaceful possession and enjoyment of the property.



4. The suit of the plaintiff was partly decreed for refund of the amount under the agreement dated 27.09.2006, without costs. The defendant was directed to pay a sum of ₹2,00,000/- along with interest at the rate of 12% per annum from 27.09.2006 till its actual realisation, within a period of three months from the date of the judgment.

5. Being aggrieved by the impugned judgment and decree of the trial Court, the plaintiff preferred an appeal before the first Appellate Court in R.A.No.83/2022. However, the appeal was dismissed by the first Appellate Court, thereby confirming the judgment and decree passed by the trial Court.

6. Aggrieved by which, the plaintiff is before this Court in this second appeal.

7. During the course of arguments, the matter was referred to the Karnataka Mediation Centre, Bengaluru. The parties entered into a Memorandum of Settlement



under Section 89 of CPC read with Rules 24 and 25 of the Karnataka Civil Procedure (Mediation) Rules, 2005, wherein certain terms and conditions were agreed upon. However, the said terms were not implemented. When the mediation report was placed before this Court, the parties to the proceedings once again attempted to amicably resolve the dispute by arriving at fresh terms and conditions, with the assistance of the learned counsels for parties and with an open mind on the part of the plaintiff and the defendant. The parties once again came together to resolve the dispute amicably, in order to maintain the good relationship they had shared and arrived at fresh terms and conditions to resolve the dispute voluntarily.

8. Today, the parties have filed a compromise petition to amicably resolve the dispute in pursuance of the Memorandum of Settlement earlier entered into, with a view to bring the dispute to end. The compromise petition reads as under:



- "1. The Plaint schedule property is a vacant site including 9 and half square feet RCC roofed house bearing its Khatha No.412 at present running number 4322 totally measuring about East to West 36 feet North to South 69 feet at Orukeri Village, Tumkuru Taluk, Tumkuru District which is more-fully described in the schedule below to this Compromise Petition.*
- 2. The Appellant was already put in possession of the schedule property by virtue of lease deed, and thereafter agreement of sale dated 28.06.2004 And same has been accepted by the Respondent herein.*
- 3. Now the present appeal has been preferred against the Judgement and Decree of the both the courts below in O.S.No.720/2009, and same was partly decreed by ordering the refund of Rs.2,00,000/- along with interest at the rate of 12% from 27.09.2006 within 3 months. Against which the Regular appeal bearing its No.83/2022 has been preferred by the Appellant herein. On 13.12.2023 the said appeal came to be dismissed by confirming the order passed in O.S.No.720/2009 dated 12.04.2022.*
- 4. Now at the intervention of elders and well-wishers of both parties the Respondent herein*



has agreed to sell the schedule mentioned property by executing Regular Registered Sale Deed in favour of Appellant herein. Like-wise the Appellant herein has also agreed to purchase the same.

- 5. The Appellant has agreed to purchase the schedule property for a sum of Rs. 2,300/- per square feet. The schedule mentioned property occupied and is measuring about East to West 36 feet North to South 69 feet in total 2,484 square feet. It works out Rs. i.e., 2484×2300 = Rs. 57,13,200/-.*
- 6. The Respondent has agreed to deduct a sum of Rs. 2,00,000 which was paid by the Appellant herein as an advance amount at the time of agreement of Sale i.e., 27.09.2006. Now it is to be deducted in Rs.57,13,200/- in total after deducting he Appellant has agreed to pay Rs.55,13,200/-. The Respondent herein has agreed for the same. The Appellant has agreed to pay entire sale consideration price in three installments.*
 - a. First installment of Rs.18,37,734/- is to be paid to the Respondent on or before 27.04.2026. Likewise,*



- b. Second installment of Rs.18,37,734/- is to be paid to the Respondent on or before 27.05.2026.*
- c. Final i.e., Third installment of Rs.18,37,734/- is to paid to the Respondent will be paid at the time of registration of sale Deed i.e., on or before 27.06.2026, subject to production of E-Khata by the respondent. In case the Sale Deed registration is delayed due to E-khata issue, the final payment will be made on such date, when the respondent execute the sale deed registration in favour of the appellant.*
- d. The Respondent has undertaken and agreed to clear the Bank Loan and clear all pending municipal taxes and get E-Khatha in her name and produce the same at time of registration of Sale deed.*
- e. The Respondent also undertaken to produce her family tree and get the consenting witness signature of all adult family members in the sale deed at the time of registration.*



7. *The Appellant has agreed that he has No objection to withdraw the amount of Rs.5,78,000/- along with interest which was deposited on 27.06.2022 before the Hon'ble III ACJ at Tumkuru along with interest by the Respondent as per the original suit decree bearing its Original Suit bearing No.720/2009.*
8. *The Respondent has also agreed to withdraw the Original Suit bearing No.817/2022 before the Hon'ble Senior Civil Judge and CJM at Tumkuru which was filed by her for seeking vacant possession of the schedule property before registration of the execution of Regular Sale Deed.*
9. *In case of default by either parties or delayed the registration of Sale Deed as agreed on or before date mentioned above (Subject to Production of E-Khata), both the parties are at the liberty to file contempt petition.*
10. *Both parties have agreed above mentioned terms and conditions, without any undue influence and coercion and pray this Hon'ble Court to pass the judgement and decree accordingly in the interest of justice and equity."*



9. It is agreed between both the parties, i.e., the plaintiff and the defendant that, the suit schedule property shall now be sold by the defendant to the plaintiff for a total sale consideration of ₹57,13,200/-. Out of the said amount, after deducting the advance of ₹2,00,000/-, the remaining balance payable by the plaintiff shall be ₹55,13,200/-. The plaintiff has agreed to pay the said amount in three equal instalments of ₹18,37,734/- each, in a phased manner. The first instalment shall be paid on 27.04.2026, the second instalment on 27.05.2026 and the third instalment on 27.06.2026. Upon receipt of the said amounts, the defendant shall execute a registered Sale Deed in favour of the plaintiff and make all necessary arrangements to transfer the property accordingly.

10. The defendant has agreed to clear and remove any encumbrance, mortgage or Bank loan in respect of the suit schedule property and to hand over possession thereof to the plaintiff with clear and marketable title, free from all encumbrances. The defendant has also agreed to



secure the signatures of any other person having an interest in the suit schedule property, as a consenting party, who may otherwise stake a claim to the property on behalf of the defendant.

11. The parties to the proceedings have prepared the compromise petition and have understood the terms and conditions stipulated therein. They have voluntarily signed the compromise petition, having fully understood each of the terms and conditions and executed the same in the presence of their learned counsels. The parties have affixed their signatures voluntarily, without any force, ill-will, coercion or undue influence. Both parties have agreed to adhere to the terms and conditions stipulated in the compromise petition.

12. In view of the fact that the parties have amicably resolved the dispute by virtue of the present compromise petition, the present appeal is liable to be disposed of in terms of the compromise, subject to due compliance with



its terms and conditions. Accordingly, the judgment and decree rendered by both the Courts are liable to be modified.

13. Both the parties are physically present before the Court. This Court has enquired with both parties and they have voluntarily stated that they have signed the compromise petition without any force, ill-will or undue influence and that they have agreed to and will adhere to the terms and conditions stipulated therein within the time prescribed. They have been identified by their respective counsels present before the Court.

14. Accordingly, I pass the following:

ORDER

- i. This appeal is ***disposed of*** in terms of compromise petition;
- ii. The judgment and decree dated 12.04.2022 passed in O.S.No.720/2009 by III Additional Civil Judge and JMFC, Tumakuru, confirmed in R.A.No.83/2022 dated 13.12.2023 by the



Additional Senior Civil Judge and CJM,
Tumakuru is hereby set aside.

- iii. The impugned judgment and decree rendered by the trial Court and the first Appellate Court shall stand modified in accordance with the compromise petition filed today by the parties to the proceedings;
- iv. In view of the compromise petition stipulating that the respondent-defendant shall execute the Sale Deed upon completion of the terms and conditions therein, a judgment and decree shall be drawn up in terms of the compromise entered into between the parties;
- v. In view of the parties having amicably settled the matter, the appellant-plaintiff shall be entitled to a refund of the Court fee in terms of Section 66 of the Karnataka Court Fees and Suits Valuation Act, 1958. The Court fee shall be transmitted to the account of the appellant-plaintiff upon furnishing the relevant Bank details, including IFSC code upon proper verification;
- vi. It is not in dispute that the appellant-plaintiff has continued to be in possession of the suit schedule property from the date of the lease



agreement and thereafter, by virtue of the Sale Agreement, which is not disputed by the respondent–defendant;

- vii. It is also made clear that, in the event of non-compliance with the terms and conditions of the compromise or breach of the agreement, the parties shall be at liberty to approach this Court.
- viii. Registry is directed to draw the decree accordingly.

**Sd/-
(PRADEEP SINGH YERUR)
JUDGE**

CPN
List No.: 1 Sl No.: 34