



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 26TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

REGULAR FIRST APPEAL NO. 1393 OF 2018 (SP)

BETWEEN:

MRS. PRAMODA PRABHU
D/O LATE M.S. PRABHU
W/O MR. YOGESH BANTWAL
AGED ABOUT 38 YEARS
NO.1826, CHANDANA, 1ST CROSS
12TH MAIN, II STAGE
VIJAYANAGAR
MYSURU CITY-570 017

...APPELLANT

(BY SRI. VIGNESHWAR S. SHASTRY A/W
SRI. B.M. SANTOSH, ADVOCATES)

AND:

1. MRS. LAKSHMAMMA
W/O MR. K. VASANTHA KUMAR
AGED ABOUT 50 YEARS
2. MR. K. VASANTHA KUMAR
S/O LATE KALAI AH
AGED ABOUT 55 YEARS
3. MRS. V. KRISHNAVENI
D/O MR. K. VASANTHA KUMAR
AGED ABOUT 30 YEARS
4. MR. V. KRISHNAKANTH
S/O MR. K. VASANTHA KUMAR
AGED ABOUT 28 YEARS





5. MR. V. SRIKRISHNA
S/O MR. K. VASANTHA KUMAR
AGED ABOUT 24 YEARS

ALL ARE RESIDING AT
NARAIMHASWAMY CHAITHANYA MUTT
DODDAGOSAI GHAT, GANJAM
SRIRANGAPATNA-571 438
MANDYA DISTRICT

...RESPONDENTS

(BY SRI. BALAJI RAGHUNATHAN, ADVOCATE)

THIS RFA IS FILED UNDER SEC.96 OF CPC., AGAINST
THE JUDGMENT AND DECREE DATED 13.01.2017 PASSED IN
OS NO.75/2013 ON THE FILE OF THE PRL.SENIOR CIVIL JUDGE
AND JMFC., SRIRANGAPATNA PARTLY DECREERING THE SUIT
FOR SPECIFIC PERFORMANCE.

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

CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE



ORAL JUDGMENT

Learned Senior Counsel for the plaintiff/appellant is present. Learned counsel for the defendants/respondents is present.

2. Appellant is present and respondent No.2/defendant No.2 who is also the General Power of Attorney holder for all the respondents is present.

3. This appeal is arising from the judgment and decree in O.S. No.75/2013 on the file of Principal Senior Civil Judge, Srirangapattana. The suit for specific performance of contract in respect of the suit schedule properties is dismissed. The plaintiff is in appeal.

4. Learned Senior Counsel for the appellant as per the instructions of the Advocate on record, and the learned counsel for the respondents jointly submit that, the dispute between the parties is settled. The compromise petition is filed under Order XXIII Rule 3 of the Code of Civil Procedure.



Along with the compromise petition, the original General Power of Attorney in favour of Defendant No.2/respondent No.2 is also produced. The terms and conditions of the settlement as recorded in the application are as under:

"COMPROMISE PETITION FILED BY THE APPELLANT AND THE RESPONDENTS UNDER ORDER XXIII RULE 3 OF THE CODE OF CIVIL PROCEDURE, 1908

The Appellant and the respondents humbly submit
as hereunder:

1. The Appellant has preferred the above captioned Appeal being aggrieved by the Judgment and Decree dated 13.01.2017 passed by the Hon'ble Court of the Senior Civil Judge and JMFC Srirangapatna in O.S. No.75/2013 in which the suit filed by the Plaintiff / Appellant herein seeking for a relief of Specific Performance of the agreement dated 30.12.2008, was partly decreed with cost by rejecting the suit for specific performance of contract and further held that the Plaintiff is entitled for refund of advance amount of Rs.10,00,000/- from the Defendants together with interest at the rate of 18% p.a. from the date of suit till the date of realization.

2. The above captioned matter was posted before this Hon'ble Court for Final Hearing and at that juncture the Respondent offered to part with the item No.2 of the suit



schedule properties since item No.1, item No.3 were already sold in favour of Sri. Narasimha Chaithanya Mutt and the Respondents would retain item No.4 of the suit schedule properties for themselves which shall be subject to the determination in O.S.No.77/2013, which is another suit for subsequent sale agreement pending consideration before the Hon'ble Sr. Civil Judge & JMFC at Srirangapatna.

3. The Respondents herein have produced the sketch of the suit schedule properties along with this Compromise Petition for better understanding of the topography and physical situation of the survey numbers of the suit schedule properties.

4. The Appellant and the Respondents have mutually agreed that the Respondents shall execute necessary sale deed and other relevant documents for proper conveyance of right, title and interest over item No.4 of the suit schedule properties within a timeframe of 2 [two] months from the date of passing the date of acceptance of this compromise.

5. The Appellant and the Respondents have mutually agreed that since there is no approach road to the suit schedule item No.4 from the main gate in the sketch as such the appellant do hereby agree to leave in favour of the Respondents five feet passage /way for ingress and egress to item No.4 through item No.2 of the suit schedule from the main gate towards the southern side of the item No.2 of the suit schedule property beside the compound wall demarking item No.2 and Sy. No.729/1A. The Appellant hereby agrees that she would not demand any amount for providing the



passage from the respondents.

6. The Appellant craves to submit that she will never block the said passage for the access to item No.4 of the suit schedule property under any circumstances and shall permanently keep the same empty and shall not create / cause any manner of hindrance for ingress and egress to item No.4 of the suit schedule property.

7. In view of this Compromise the Respondents shall not claim the remaining sale consideration of Rs.3,00,000/- from the Appellant as she has parted the portion of the property under the said agreement to sell dated 30.12.2008.

8. The Respondent No.1, 3 to 5 have given power of attorney in favor of Respondent No.2 to enter into this Compromise. The copy of the said Power of Attorney is herewith enclosed for kind perusal of this Hon'ble Court.

WHEREFORE it is humbly prayed that this Hon'ble Court be pleased to: accept this Compromise by modifying the Judgment and Decree dated 13.01.2017 passed by the Hon'ble Court of the Senior Civil Judge and JMFC, Srirangapatna in O.S. No.75/2013 in terms of this Compromise, in the interest of justice, equity and good conscience."

5. It is noticed that the respondents have agreed to sell 60 guntas of land in item No.2 of the suit schedule i.e.

**Survey No.730/1 (Old Sy.No.730) of Srirangapattana Village, Kasaba,*



Sringapattana Taluk. The defendants have received ₹10,00,000/- and they have agreed to give up claim for ₹3,00,000/- the balance consideration amount in terms of the agreement dated 30.12.2008, as the defendants are retaining some portion of the land.

6. After having gone through the terms and conditions of the settlement, the Court does not find any impediment to accept the settlement entered into between the parties. Hence, the following:

ORDER

- (i) The appeal is ***allowed.***
- (ii) The impugned judgment and decree dated 13.01.2017 passed in O.S. No.75/2013 on the file of the Principal Senior Civil Judge, Srirangapattana are set aside.
- (iii) The suit of the plaintiff is decreed in terms of the compromise referred to above.



- (iv) The defendants shall execute the sale deed in favour of the plaintiff as agreed upon in the petition under Order XXIII Rule 3 of the Code.
- (v) The Registry shall draw a decree in terms of the settlement.
- (vi) The appellant is entitled to refund of Court Fee.
- (vii) The Court has made an inquiry with the parties who are present before the Court.

Sd/-
(ANANT RAMANATH HEGDE)
JUDGE

CHS
List No.: 1 Sl No.: 55
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