



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 25TH DAY OF FEBRUARY, 2026
PRESENT
THE HON'BLE MRS. JUSTICE ANU SIVARAMAN
AND
THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL
REGULAR FIRST APPEAL NO.1282/2022 (PAR)

BETWEEN:

SRI. K.M. NARASIMHA NAVADA
S/O LATE K.S. MANJUNATHA NAVADA
AGED ABOUT 60 YEARS
R/AT 754, 2ND FLOOR
60TH CROSS, 5TH BLOCK
RAJAJINAGARA
BANGALORE 560010.



...APPELLANT

(BY SRI. PALANIMUTHU K, ADV.,)

AND:

1. SRI. K.M. HARIKRISHNA NAVADA
S/O LATE K.S. MANJUNATHA NAVADA
AGED 55 YEARS
R/AT NO 754, 1ST FLOOR
60 TH CROSS, 5TH BLOCK
RAJAJINAGAR
BANGALORE 560010.
2. SMT. K.M. ASHALATHA
W/O RAJASHEKAR RAO .B
D/O LATE K.S. MANJUNATHA NAVADA
AGED 58 YEARS
R/AT NO.32, GAYATHRIPURAM



NC: 2026:KHC:11852-DB
R.F.A. No.1282/2022

1ST STAGE, BEHIND POLICE
COMMISSIONER RESIDENCE
MYSORE 19.

3. SMT. SUKANYA S. MURTHY
W/O SRIDHAR MURTHY
D/O LATE K.S. MANJUNATHA NAVADA
AGED 53 YEARS
R/AT NO.721, 1ST 'F' CROSS
3RD STAGE, BASAVESHWARANAGAR
BANGLAORE 5600079.

...RESPONDENTS

(BY SRI. PRAVEEN HEGDE, ADV., FOR R1
R2 & R3 ARE SERVED)

THIS RFA IS FILED UNDER SECTION 96 OF CPC, PRAYING
TO CALL FOR THE RECORDS IN O.S.NO.1959/2020 ON THE
FILE OF XVII ADDL. CITY CIVIL AND SESSIONS JUDGE AT
BENGALURU CITY (CCH-16). SET ASIDE THE JUDGMENT AND
DECREE DATED 18.04.2022 IN O.S.NO.1959/2020 ON THE FILE
OF THE XVII ADDL. CITY CIVIL AND SESSIONS JUDGE AT
BANGALORE CITY (CCH-16) AND CONFIRMED IN JUDGMENT
AND DECREE BY ALLOWING THIS APPEAL WITH COSTS
THROUGHOUT & ETC.

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

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL



ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL)

This appeal is filed challenging the judgment and decree dated 18.04.2022 passed in O.S.No.1959/2020 by the XVII Additional City Civil and Sessions Judge, Bengaluru City (CCH-16).

2. The learned counsel for the appellant and the learned counsel for the respondent No.1 submit that the parties have settled the dispute before the Karnataka Mediation Centre and as per the instructions, a memorandum of settlement was drawn by the Mediator.

3. We have perused the terms of the settlement. They are in accordance with law. The same is accepted.

4. Learned counsel for the appellant and the learned counsel for the respondent No.1 submit that the appellant and the respondent No.1 are present. On a query being made, the appellant and the respondent No.1 state that the terms of compromise were drawn based on their instructions, they have



agreed to the same and have signed the agreement on their own volition.

5. The memorandum of the settlement reads as under:

MEMORANDUM OF SETTLEMENT UNDER SECTION 89 OF CPC READ WITH RULES 24 AND 25 OF THE KARNATAKA CIVIL PROCEDURE (MEDIATION) RULES, 2005.

I. The Appellant has filed the present appeal for setting aside the judgement and decree dated 18.04.2022 in O.S.No.1959/2020 passed by XVII Additional City Civil and Sessions Judge, Bengaluru City (CCH-16) and confirmed in judgment and decree.

II. The Respondent No.2 and 3 are being the sisters of the Appellant and Respondent No.1, they have already relinquished their right, share, title and interest over the suit schedule property in favour of the Appellant and Respondent No.1. Therefore they have not participated in the mediation procedure.

III. The aforesaid appeal was referred to mediation for resolving the dispute between the parties. During the course of mediation, the Appellant and Respondent No.1 are present along with their counsel to settle their disputes and they have agreed and arrived the following terms and conditions:



1. *The suit schedule property consists of building on the ground floor commercial, first and second floor are residential property and third and fourth floor are commercial building (Paying guest). As it is not feasible partition the property between the Appellant and Respondent No.1. In view of the settlement the Appellant and Respondent No.1 have arrived at the amicable settlement to sell the said property at prevailing market value and share the sale proceedings equally.*

2. *Both the parties herein shall jointly alienate this schedule property to a person of their choice and divide the sale proceedings equally, the negotiation with the prospective buyer shall be in presence of both herein and upon consent of both the parties only the transaction to be conclude.*

3. *Both the parties herein agreed that till the registration of the sale deed and handing over of the possession of the suit schedule property to the prospective buyer the terms of the settlement deed dated 29.08.2017 which is entered between the Appellant and Respondent shall be binding on both the parties. Both parties co-operate with each other to ensure timely sale of the schedule property.*

4. *The present settlement agreement is exclusively in respect of present case only and shall have no bearing on other cases pending between these parties.*



5. *The parties further state that there has been no collusion or force, fraud or any undue influence by any of the parties to enter into this compromise in the aforesaid manner.*

SCHEDULE PROPERTY

All the piece and parcel of the house property bearing No.754, measuring East to West 35 feet and North to South 40 feet, situated at 5th Block, Rajajinagar, Bengaluru 560010 consisting of ground, first, second, third, fourth floors and bounded on:

East by : House Property. 753

West by : House Property. 755

North by : Road and

South by : House Property No.703

IV. In view of the aforesaid agreement, both the parties pray that this Hon'ble court may be pleased to pass appropriate orders in the interest of justice and equity in terms of the aforesaid agreement.

V. Parties will appear before the Hon'ble Court for passing necessary orders in terms of the agreement.



6. Accordingly, the appeal is disposed of in terms of the compromise arrived at between the parties.

Registry shall draw the decree in terms of settlement accordingly.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(VIJAYKUMAR A. PATIL)
JUDGE**