



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF MARCH, 2026

PRESENT

THE HON'BLE MR. JUSTICE JAYANT BANERJI

AND

THE HON'BLE MR. JUSTICE RAJESH RAI K

MISCELLANEOUS FIRST APPEAL NO. 5488 OF 2018 (FC)

BETWEEN:

MR. TUMAIYA N SETTI HALGERE
@ MR. H.N. THAMMAIAH SHETTY,
AGED ABOUT 65 YEARS
S/O. LATE NARAYANA SETTY,
NO.126, HACKETT PLACE,
SUITE 203-B, RUTHER FORD,
NEW JERSEY-07070.

...APPELLANT

(BY SRI. H.S. CHANDRAMOULI, SENIOR COUNSEL FOR
SRI. RAJATH, ADVOCATE)

AND:

SMT. K. GAYATHRI
W/O. SRI. H.N. THAMMAIAH SHETTY,
AGED ABOUT 58 YEARS
(NOW CHANGED HIS NAME AS
TUMAIYA N SETTI HALAGERE),
RESIDING AT NO.777,
5TH MAIN, II CROSS,
VIJAYANAGAR, BENGALURU-560 040.

...RESPONDENT

(BY SRI. T. SHESHAGIRI RAO, ADVOCATE)





THIS MFA IS FILED UNDER SECTION 19(1) OF FAMILY COURTS ACT, 1984 AGAINST THE JUDGMENT AND DECREE DATED 24/04/2018, PASSED IN O.S.NO.219/2013, ON THE FILE OF THE PRINCIPAL JUDGE, FAMILY COURT, BENGALURU, SUIT FILED BY THE PLAINTIFF IS DECREED WITH COSTS U/O. VII RULE 1 OF CPC.

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

CORAM: HON'BLE MR. JUSTICE JAYANT BANERJI
and
HON'BLE MR. JUSTICE RAJESH RAI K

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE JAYANT BANERJI)

This appeal is filed by the husband, who was the defendant in O.S.No.219/2013, which suit was filed by the wife-plaintiff-respondent seeking the following relief:

"(i) to declare that the plaintiff is the legally wedded wife of the defendant and their marriage was solemnized on 21-6-1978 at Chandra Sagara Kalyana Mahal (near Ashoka Pillar), 2nd Block Jayanagar, Bengaluru as per Hindu rites and customs;



(ii) to direct the defendant to pay Rs.50,000/-p.m. as maintenance from the date of suit till he takes the plaintiff with him and maintain her;

(iii) further direct the defendant to pay Rs.50,000/- p.m. towards maintenance from 28-5-2010 till the date of filing the suit for Rs.18 lakhs;

(iv) to pass appropriate order for creation of charge on the schedule property for payment of maintenance by defendant from 25-8-2010 or any other relief.

The property on which charge to be created is mentioned below and hereinafter, it is referred as suit schedule property;

SUIT SCHEDULE PROPERTY

Site No.7, 1st Block, Mathadaballi, R.T.Nagar, Bengaluru, measuring East to West 40 feet and North to South 60 feet having the following boundaries:

East by : Site No.8

West by : Site No.6

North by : Road

South by : BDA Property"



2. The suit by the plaintiff/respondent was decreed with costs. She was declared to be the legally wedded wife of the defendant/appellant and that their marriage was solemnized on 21.06.1978 at Chandra Sagara Kalyana Mantapa, Near Ashoka Pillar, 2nd Block Jayanagar, Bengaluru as per Hindu rites and customs. Further maintenance of Rs.50,000/- per month was decreed from the date of suit till her lifetime or till the defendant/appellant took her back with him and maintained her.

3. The plaintiff/respondent was also entitled to create charge over the suit schedule property situated at R.T. Nagar, Bengaluru until payment of arrears of maintenance of Rs.16,80,000/- from the date of the suit till April, 2018 was ordered. The prayer of the plaintiff/respondent to direct the defendant/appellant to pay Rs.50,000/- per month towards maintenance from 28.05.2010 till the date of filing the suit for Rs.18,00,000/- was rejected.



4. By an order dated 30.07.2018, an interim stay of the decree was granted subject to the appellant paying monthly maintenance of Rs.30,000/- with effect from date of the judgment passed by the Trial Court until further orders.

5. On 23.01.2023, the matter was referred to the Mediation Centre. It was recorded by this Court on 23.05.2023 that the report of the Mediation Centre indicated that the dispute between the parties had not been settled.

6. Again on 26.11.2025, this Court directed the matter to be referred for mediation. The report of the Karnataka Mediation Centre dated 23.03.2026 is on record, which encloses a memorandum of settlement between the parties verified on 23.03.2026. This memorandum of settlement is signed by both the parties and counter signed by their respective advocates. The terms of the settlement has been perused by us.



Paragraph Nos.4 to 7 of the Memorandum of Settlement reads as follows:

"4. The Appellant/Defendant has agreed to pay a sum of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) to the Respondent/Plaintiff as one time full and final settlement of all her claims including the maintenance awarded by the Trial Court. The Respondent/Plaintiff is willing and ready to accept the said sum of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) as one time full and final settlement including if any of all the claims Including past, present and future maintenance and consideration of all her claims regarding maintenance awarded by the Trial Court and as modified by this Hon'ble Court. The said sum of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) is exclusive of the amounts already paid by the Appellant/Defendant. The Respondent/Plaintiff agrees that after this settlement she shall have no claim whatsoever from the Appellant/Defendant on the suit schedule property.

5. The Appellant/Defendant agrees and undertakes to pay the said sum of



Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) by way of demand draft to the Respondent/Plaintiff on the day of recording this settlement before this Hon'ble Court after completion of the proceedings before the Family Court in the petition to be filed under section 13B of the Hindu Marriage Act.

6. Both the parties state that they have no claims of any nature whatsoever against each other in respect of the properties held by them and to be acquired in future.

7. The Respondent/Plaintiff has no objection for vacating/removing the order of charge entered in the encumbrance register in view of the settlement arrived at between the parties. Further both parties agree that a direction be issued by this Hon'ble Court to the concerned Sub-Registrar in this regard for incorporating the order of vacating/removing the charge in the encumbrance register and to make the schedule property encumbrance free."



7. It is noted that the charge was created pursuant to a direction made by the Family Court to secure the amount of maintenance.

8. Yet another joint memo of settlement has been filed today in Court and counter-signed by the respective advocates for the parties. It reads as under:

"The appellant herein most humbly submits that he has filed the above appeal against the judgement and decree dt. 24.04.2018 made in O.S. No.219/2013 by the Principal Judge, Family Court, Bengaluru awarding a monthly maintenance of Rs.50,000/- for the Respondent and also an order creating charge on the suit schedule property until payment of arrears of maintenance of Rs.16,80,000/-.

This Hon'ble Court was pleased to pass an order, referring the case for mediation based on a joint request by the Appellant and the Respondent herein. The mediation was successful and the parties have settled the disputes between themselves. In furtherance of the settlement



agreement, the Appellant and Respondent have been granted a decree of divorce by mutual consent pending on the file of the Principal Judge, Family court, Bengaluru in M.C. No. 1879/2026 where the Appellant herein has paid the Respondent herein as full and final settlement of all past previous and future payments amounting to a total of Rs.75,00,000/- (Rupees Seventy Five Lakhs) vide Demand Draft No. 502174. A copy of the DD is attached along with this Memo.

The parties have agreed and jointly state that this appeal may be allowed and the Judgement and Decree dt. 24.04.2018 made in O.S. No. 219/2013 by the Principal Judge, Family Court, Bengaluru awarding a monthly maintenance of Rs.50,000/- for the Respondent and also an order creating charge on the suit schedule property until payment of arrears of maintenance of Rs.16,80,000/- may be set aside.

It is also prayed that this Hon'ble Court may be pleased to remove the charge created on the property in O.S. 219/2013 and direct the Jurisdictional



Sub-registrar to remove the existing charge from the property in question.

It is also prayed that this court may be pleased to refund the court fees paid to the appellant herein in lieu of the settlement arrived by the parties.

WHEREFORE, *it is most humbly prayed that this Hon'ble Court may take this Joint memo on record and pass necessary orders in the interest of Justice and Equity."*

9. The parties are present in Court and they have been identified by their advocates.

10. In view of the aforesaid two settlements, the counsel for the parties contend that no further dispute remains between the parties and this appeal may accordingly be disposed of.

11. In view of the aforesaid, the decree of the Family Court insofar as the declaration is issued, is upheld. However, as far as the decree in respect of the amount of



maintenance is concerned, the same is modified in terms of the aforesaid two settlements entered into between the parties. The appeal is accordingly ***disposed of*** in terms of the aforesaid settlements. The two settlements shall form part of the decree. There shall be no order as to costs.

**SD/-
JAYANT BANERJI)
JUDGE**

**SD/-
(RAJESH RAI K)
JUDGE**

CR
List No.: 2 SI No.: 7