



HC-KAR

IN THE HIGH COURT OF KARNATAKA, AT DHARWAD

DATED THIS THE 25TH DAY OF FEBRUARY 2026

BEFORE

THE HON'BLE MRS JUSTICE K.S.HEMALEKHA

WRIT PETITION NO. 106454 OF 2023 (KLR-RR/SUR)

BETWEEN:

SHRI. RAMESH S/O. BALAPPA KALLAR
AGE. 37 YEARS, OCC. AGRICULTURE,
R/O. KAPALGUDDI, TQ. RAIBAG,
DIST. BELAGAVI-591 235.

...PETITIONER

(BY SRI. SHIVRAJ S. BALLOLI, ADVOCATE)

AND:

1. THE STATE OF KARNATAKA
DEPARTMENT OF PUBLIC WORKS,
VIDHANA SOUDHA, BENGALURU-560 001,
REPRESENTED BY ITS PRINCIPAL SECRETARY.
2. THE DEPUTY COMMISSIONER
BELAGAVI, DC COMPOUND,
BELAGAVI-590 001.
3. THE ASSISTANT COMMISSIONER
SUB-DIVISION CHIKODI, TQ. CHIKODI,
DIST. BELAGAVI-591 201.
4. THE TAHASHILDAR
RAIBAG, TQ. RAIBAG,
DIST. BELAGAVI-591 317.
5. THE DEPUTY TAHASHILDAR
NADA KACHERI, TQ. KUDACHI,
DIST. BELAGAVI-591 311.
6. SMT. BASALINGAVVA W/O. PARAPPA KALLAR
AGE. 53 YEARS, OCC. HOUSEHOLD WORK,
R/O. KAPALGUDDI, TQ. RAIBAG,
DIST. BELAGAVI-591 235.

...RESPONDENTS

(BY SRI. BAHUBALI N. KANABARAGI, ADVOCATE FOR C/R6;
SMT. NANDINI SOMAPUR, AGA FOR R1 TO R5)





THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO ISSUE A WRIT OF CERTIORARI QUASHING THE IMPUGNED ORDER DATED 01/06/2023, PASSED IN RB/RTA/22/2021-22, BY THE RESPONDENT NO.2/THE DEPUTY COMMISSIONER, BELAGAVI VIDE ANNEXURE-A; AND ETC.

THIS WRIT PETITION COMING ON FOR **PRELIMINARY HEARING IN 'B' GROUP** THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: THE HON'BLE MRS JUSTICE K.S.HEMALEKHA

ORAL ORDER

1. The petitioner has approached this Court seeking a writ of certiorari quashing the impugned order dated 01.06.2023 passed by respondent No.2 – Deputy Commissioner (Annexure-A), whereby the revision petition filed under Section 136 (3) of the Karnataka Land Revenue Act, 1964 came to be dismissed.
2. Learned counsel appearing for the petitioner and learned counsel for respondent No.6 jointly submit that the parties have amicably resolved the dispute.
3. A compromise petition under Order XLIII Rule 3 of the Code of Civil Procedure has been filed.



4. The petitioner and respondent No.6 are present before the Court duly identified by their respective counsel. The compromise petition bears their signatures and that of their counsel.
5. This Court on a query made to the parties, they submit that the compromise is voluntary without any coercion.
6. The terms of the compromise are set out in paragraph No.11, which is extracted hereinbelow:
 11. *That to put an end to the litigation, the Petitioner and the Respondent No.6 with the intervention of the elders of the village, entered a compromise on the following terms:*
 - a) *The Respondent No.6 admits the due execution of the Will be deceased Neelavva (grandmother of the Petitioner) in favour of the Petitioner.*
 - b) *That, out of the total lands bearing R.S. No.49/2B, 50/13, 50/9, 50/6, 50/2 and 50/10 of Kapalguddi Village, the Petitioner and the Respondent No.6 have no objections for allotting shares among them.*
 - c) *As per the amicable settlement, the Petitioner viz., Shri.Ramesh S/o. Balappa Kallar is allotted the properties in R.S. No.49/2B, 50/6, 50/2 and 50/10 of Kapalguddi Village and that henceforth the Petitioner shall be*



treated as the sole and absolute owner of the said properties.

- d) *That, the Respondent No.6 viz., Smt. Basalingavva W/o.ParappaKallar is allotted with the properties In RS No.50/13 and 50/9 of Kapalguddi Village and that henceforth the Petitioner shall be treated as the sole and absolute owner of the said properties.*
- e) *That both the parties have no objection to mutate their respective names in respect of the aforesaid properties allotted to their respective shares.*
- f) *In order to, avoid any further confusion the properties allotted to the Petitioner and Respondent No.6 are depicted in the table under:*

<i>Properties allotted to the share of Petitioner viz., Ramesh S/o.Balappa Kallar</i>	<i>Properties allotted to the share of Respondent No.6 viz., Basalingavva Parappa Kallar</i>
<i>1. RS No.49/2B measuring 1 Acre 23 Guntas situated at Kapalguddi Village, Tq.Raibag, Dist.: Belagavi</i>	<i>1. RS No.50/13 measuring 20 Guntas situated at Kapalguddi Village, Tq.Raibag, Dist.: Belagavi.</i>
<i>2. 50/6 measuring 24 Guntas situated at Kapalguddi Village, Tq.Raibag, Dist.: Belagavi</i>	<i>2. RS No.50/9 measuring 22 Guntas at situated Kapalguddi Village, Dist.: Tq.Raibag, Belagavi</i>
<i>3. 50/2 measuring 37 Guntas situated at Kapalguddi Village, Tq.Raibag, Dist.: Belagavi</i>	
<i>4. 50/10 measuring 1 Acre 24 situated Guntas at Kapalguddi Village, Tq.Raibag, Dist.: Belagavi</i>	



g) The parties further agree that, the Petitioner has raised certain loans on the properties allotted to the share of Respondent No.6 and that the Petitioner agrees that, it shall be his sole liability to clear the said loans over the properties allotted to Respondent No.6 free from all encumbrances.

The aforesaid compromise is entered between the parties on their own and volition and there is no undue influence or coercion in arriving at this compromise. All the terms of the compromise are read over to the parties in the Kannada language and the same is agreed by the parties to this compromise.

WHEREFORE, Petitioner and the Respondent No.6, have agreed to the above terms and jointly pray that this Hon'ble Court may be pleased to modify the judgment and decree, in terms of the settlement clauses (a) to (g), in the interest of justice and equity.

7. Accordingly, the writ petition stands **disposed of** in terms of the compromise petition. The impugned order dated 01.06.2023 passed by the Deputy Commissioner is modified in terms of the settlement arrived at between the petitioner and respondent No.6.
8. The revenue authorities are directed to effect mutation entries in respect of the respective lands allotted to the petitioner and respondent No.6 in accordance with



the compromise, subject to compliance with statutory requirement.

9. Ordered accordingly.

**Sd/-
JUSTICE K.S.HEMALEKHA**

gab
CT:VH
List No.: 1 SI No.: 75