



IN THE HIGH COURT OF KARNATAKA,

KALABURAGI BENCH

DATED THIS THE 16TH DAY OF OCTOBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE M.G.S.KAMAL

REGULAR FIRST APPEAL NO. 200070 OF 2025 (SP)

BETWEEN:

SHIVSHARANREDDY
S/O KAMALAREDDY GOWNAR,
AGE:52 YEARS, OCC: AGRICULTURE,
R/O. VILLAGE BHANKALAGA, TQ. CHITTAPUR,
DIST. KALABURAGI-585211.

...APPELLANT

(BY SMT. REKHA PATIL, ADVOCATE)

AND:

ASHOK S/O HANMANTHAPPA YADAV,
AGED ABOUT 38 YEARS, OCC: AGRICULTURE,
R/O. ITAGA VILLAGE, TQ. CHITTAPUR,
DIST. KALABURAGI-585211.

...RESPONDENT

(BY SRI KADLOOR SATYANARAYANACHARYA, AND
SRI VADIRAJ KADLOOR, ADVOCATES)

THIS RFA IS FILED UNDER SECTION 96 R/W ORDER 41
RULE 1 CPC, PRAYING TO (A) SET ASIDE THE JUDGMENT AND
DECREE DATED 27.01.2025, IN O.S.NO.05/2018, PASSED BY
THE SENIOR CIVIL JUDGE & J.M.F.C AT CHITTAPUR, BY
ALLOWING THIS FIRST APPEAL; AND (B) GRANT SUCH OTHER
RELIEF/S AS THIS COURT DEEMS FIT TO GRANT TO THE

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COURT OF
KARNATAKA



APPELLANT IN THE CIRCUMSTANCES OF THE CASE INCLUDING THE COSTS OF THIS APPEAL.

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

CORAM: HON'BLE MR. JUSTICE M.G.S.KAMAL

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE M.G.S.KAMAL)

This appeal is by the defendant aggrieved by the judgment and decree dated 27.01.2025 passed in O.S.No.5/2018 on the file of the Senior Civil Judge and JMFC, Chittapur filed by the respondent herein, in terms of which suit filed by the respondent herein has been decreed directing the appellant to execute and register a deed of sale in favour of the respondent by receiving balance consideration of Rs.1,12,000/- within 2 months in respect of suit schedule property namely land bearing Sy.No.4 measuring 4 acres 28 guntas out of 9 acres 17 guntas as described in the schedule to the plaint.

2. Learned counsel for the parties submit that the parties have amicably resolved the matter and have now



filed an application under Order 23 Rule 1 of Code of Civil Procedure reporting terms of their settlement. The terms of settlement read as under:

"1. The plaintiff/respondent herein has filed a suit O.S.No.05/2018, before the Senior Civil Judge And JMFC At Chittapur, against defendant/appellant herein for specific performance of contract. With prayer that to decree the suit against the defendant directing the defendant to execute the registered sale deed in favour of the plaintiff by receiving the balance consideration of Rs.1,12,000/- as agreed in the agreement of sale dated 10.02.2016, in respect of suit property Sy.No.4, to an extent of 4 acres 28 guntas situated at Bhankalaga village of Chittapur Taluka. District Kalaburagi.

2. After service of suit summons to the defendant has appeared through their counsel and filed written statement and denied the contents of the plaint That, Pursuant to the service of summons, the defendant appeared before the Trial court through his counsel and filed written statement and denied allegations of the plaintiff he has disputed he has not executed agreement for sale. Further said agreement for sale is purely loan transaction. Further defendant has executed nominal document for obtaining loan from nationalized bank. Further the suit property is ancestral property of the defendant and he has not the absolute owner. Further he has contended that suit property is more than Rs. 40 Lakhs, question of executing agreement for sale does not arises at all.

3. The plaintiff himself got examined as Pw-1 and one more witness is examined as Pw-2 on his behalf and got marked 5 documents as Ex.P-1 to Ex.P-5. The defendant himself has got examined as Dw-1 and not marked any documents.



4. The Trial court after hearing the arguments held issue no.1,3 & 4 as affirmative and issue number 2 held negative and decreed the suit of specific performance against the appellant herein by its judgment and decree dated 27.01.2025.

5. Being aggrieved by the judgment and decree dated 27.01.2025 in O.S.No.05/2018, passed by the Senior Civil Judge and JMFC Chittapur the defendant/appellant has preferred this Regular First Appeal. Thereafter matter being referred to mediation.

6. At the advice of the mediator of this Hon'ble Court and also advice of elders in the village, both the parties have agreed to amicably settle their disputes and both the parties have entered in to compromise.

7. That as per compromise the defendant/ appellant herein agreed to pay the amount of Rs.20,00,000/- (Twenty Lakh) to the plaintiff/ respondent herein as one time settlement without any other claim and the plaintiff / respondent herein also agreed to receive said amount of Rs.20,00,000/- (Twenty Lakh) from the defendant/appellant herein as one time settlement without any other claim as he claimed alternative relief in the suit to refund the money. The defendant/appellant herein is continue to be as an owner of the said property.

8. In furtherance of the settlement the appellant /defendant has given Rs. 20,00,000/- (Rupees Twenty Lakhs) by way of Demand Draft No.001233, dated 12.09.2025, on the bank of HDFC Bank branch at Chittapur to the plaintiff and receipt of the same acknowledged by the respondent herein and the said receipt is submitted along with this application.

9. Due to the settlement between the parties, the judgment and decree dated 27.01.2025, in O.S No.05/2018, passed by the Senior Civil Judge and



JMFC at Chittapur, has to be modify by partly allowing this appeal.

10. That the plaintiff/ respondent is agreed to appear before the Sub-Register office Chittapur, whenever the defendant/appellant called to give his consent for cancellation of agreement of sale.

11. In view of compromise between the parties, the respective parties are entitled for refund of entire court fees paid by them.

WHEREFORE, In view of the compromise arrived between the parties, the both the parties prayed that this Hon'ble Court may be pleased modify the judgment and decree dated 27.01.2025, in O.S No.05/2018, passed by the Senior Civil Judge & JMFC At Chittapur, by partly allowing this appeal in terms of compromise, in the interest of justice."

3. Appellant/defendant as well as respondent/ plaintiff are personally present through their respective counsel, Smt. Rekha Patil and Sri Kadloor Satyanarayanacharya. Respondent/plaintiff confirmed having received Rs.20,00,000/- [Rupees Twenty Lakh only] by way of demand draft as shown in para-8 of the terms of compromise petition towards full and final settlement of his claim. He also confirmed that he has no claim of any nature whatsoever, either against the appellant/defendant or in respect of his property. He



further confirmed that he would execute necessary deeds/documents for the purpose of cancellation of the agreement since it is registered.

4. Since parties have understood the terms of compromise and have expressed the satisfaction, this Court, on perusal of the compromise do not see the same to be contrary to any provision of law. As such, the compromise petition is accepted. The judgment and decree passed by the trial Court is accordingly modified.

Draw decree accordingly.

Registry to refund the applicable Court fee to the respective parties.

Sd/-
(M.G.S.KAMAL)
JUDGE

SWK
List No.: 1 Sl No.: 36
Ct:pk