



IN THE HIGH COURT OF KARNATAKA

KALABURAGI BENCH

DATED THIS THE 24TH DAY OF MARCH, 2026

PRESENT

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

AND

THE HON'BLE DR. JUSTICE CHILLAKUR SUMALATHA

REGULAR FIRST APPEAL NO. 200158 OF 2024 (DEC/INJ)

BETWEEN:

SRINIVAS
S/O ARVIND KANNURKAR,
AGE: 56 YEARS,
OCC: AGRICULTURE,
R/O: KHUBA PLOTS,
KALABURAGI – 585 102.

...APPELLANT

(BY SRI. VINAYAK APTE, ADVOCATE)

AND:

1. ARVIND
S/O DATTATRAYA KANNURKAR,
AGE: 80 YEARS,
OCC: BUSINESS AND AGRICULTURE,
R/O: PADMASHREE, H.NO. 1-19/1 AND 2,
KHUBA PLOTS, KALABURAGI – 585 102.
2. JAYANT
S/O ARVIND KANNURKAR,
AGE: 52 YEARS,
OCC: BUSINESS AND AGRICULTURE,
R/O: PADMASHREE, H.NO. 1-19/1 AND 2,
KHUBA PLOTS, KALABURAGI – 585 102.
3. SURESH
S/O DATTATRAYA KANNURKAR,
AGE: 81 YEARS,
OCC: NIL,



SINCE SUFFERING FROM DEMENTIA,
REPRESENTED BY HIS WIFE,
SMT. CHITRA
W/O SURESH KANNURKAR,
AGE: 74 YEARS,
OCC: HOUSEWIFE,
R/O: 1-9-23/B2, B3 RATNADEEP,
NEAR ISWAR TEMPLE, KHUBA PLOTS,
KALABURAGI – 585 102.

4. SACHIN
S/O SURESH KANNURKAR,
AGE: 46 YEARS,
OCC: NIL,
R/O: 1-9-23/B2, B3 RATNADEEP,
NEAR ISWAR TEMPLE, KHUBA PLOTS,
KALABURAGI – 585 102.
5. SHYAMSUNDAR
S/O TARACHAND MALU,
AGE: 56 YEARS,
OCC: BUSINESS AND AGRICULTURE,
R/O: B-512, 5TH FLOOR,
BHARAT PRIDE PARK, HUMNABAD ROAD,
NEAR LAHOTI PETROL PUMP,
KALABURAGI – 585 104.

...RESPONDENTS

(BY SRI. SACHIN M.MAHAJAN, ADVOCATE FOR R2;
SRI AMEETKUMAR DESHPANDE, SENIOR COUNSEL FOR
SRI S.A.KUMBAR, ADVOCATE FOR R5;
V/O DATED 17.03.2026 NOTICE TO R4 IS HELD SUFFICIENT;
NOTICES TO R1 AND R3 ARE SERVED)

THIS RFA IS FILED UNDER SECTION 96 OF CPC, PRAYING TO
CALL FOR THE RECORDS IN O.S NO.31/2024 ON THE FILE OF PRL.
SENIOR CIVIL JUDGE AND CJM KALABURAGI AND ALLOW THE
APPEAL BY SETTING ASIDE THE JUDGMENT AND DECREE DATED
25.07.2024 RENDERED IN THE SAID SUIT, THEREBY RESTORING
THE SUIT TO ITS ORIGINAL POSITION FOR THE SAME BEING
PROCEEDED WITH ON ITS MERITS IN ACCORDANCE WITH LAW, IN
THE INTEREST OF JUSTICE AND EQUITY.

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



CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ
and
HON'BLE DR. JUSTICE CHILLAKUR SUMALATHA

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ)

1. The appellant, who was the plaintiff, before the Trial Court, in O.S.No.31/2024, filed before the Principal Senior Civil Judge, Kalaburagi, is before this Court seeking for the following relief:

"Wherefore the appellant prays that this Hon'ble Court may kindly be pleased to call for the records in O.S No.31/2024 on the file of Prl. Senior Civil Judge and CJM Kalaburagi and allow the appeal by setting aside the judgment and decree dated 25.07.2024 rendered in the said suit, thereby restoring the suit to its original position for the same being proceeded with on its merits in accordance with law, in the interest of justice and equity."

2. O.S No.31/2024 was filed seeking for the following reliefs':

1. *A decree for perpetual injunction restraining defendant No.5, his agents, servants or anybody claiming under him for interfering in to the peaceful (joint) possession (excluding Defendant No.5) and enjoyment of plaintiff over suit property may kindly be granted.*
2. *That, sale deed DocNo.23145/2022-23 be declared as null and void and not binding on the plaintiff.*
3. *Costs of suit be awarded.*



- 4. Any other relief to which the plaintiff is found entitled may also be awarded.*
3. In the said suit, defendant No.2 had filed an application under Order VII Rule 11(d) of the Code of Civil Procedure, 1908, seeking rejection of the plaint on the ground of bar of law. The said application came to be allowed by the Trial Court vide the impugned order dated 25.07.2024. Aggrieved by the same, the appellant is before this Court.
4. The submission of Sri Vinayak Apte, learned counsel for the appellant, is that the appellant had an independent and subsisting cause of action for instituting O.S. No.31/2024. It is contended that the compromise decree passed in O.S. No.185/2018 has not been complied with by the respondents in its true letter and spirit.
5. Elaborating further, he submits that one of the properties was specifically set apart under the compromise decree for the purpose of discharge of debts and liabilities of the joint family. According to him, such property could not have been alienated by defendant/respondent No.3, who was represented by his wife, without impleading the appellant as a necessary party to the transaction.



6. It is further contended that the Trial Court erred in rejecting the plaint at the threshold, inasmuch as the issues raised required adjudication on evidence, particularly with regard to the adequacy of consideration. It is submitted that while the property has been sold for a consideration of Rs.1,00,00,000/, its market value is stated to be in excess of Rs.2,65,00,000/-. Consequently, the appellant contends that the corpus available for discharge of family liabilities has been substantially diminished by the unilateral act of respondent No.3, which, according to him, is impermissible in law.
7. On these premises, it is submitted that the sale transaction executed by respondent No.3 is liable to be set aside, which relief has been specifically sought in O.S. No.31/2024.
8. Per contra, Sri Amit Kumar Deshpande, learned senior counsel appearing for respondent No.5, submits that respondent No.5 is a bona fide purchaser for valuable consideration. He submits that an agreement of sale had been entered into between respondent No.5 and the family members of the appellant, wherein the appellant himself had participated as a consenting witness, thereby



signifying acceptance of the transaction and the consideration amount.

9. It is therefore contended that, having consented to the consideration of Rs.1,00,00,000/-, the appellant is now estopped from contending that the property was undervalued. The subsequent plea regarding higher valuation, according to him, is legally untenable.
10. Without prejudice, he further submits that a separate suit is not maintainable to challenge actions taken in pursuance of a compromise decree, when the compromise decree itself has not been assailed. If at all any grievance subsists, the appropriate remedy available to the appellant is to initiate execution proceedings or such other proceedings as may be permissible in law, but not by way of instituting an independent suit of the present nature.
11. Heard Sri Vinayak Apte, learned counsel for the appellant, Sri Amit Kumar Deshpande, learned senior counsel for respondent No.5, and Sri Sachin M. Mahajan, learned counsel for respondent No.2, who adopts the submissions advanced on behalf of respondent No.5.



12. The short question in the present matter is, whether a separate suit could be maintainable, when a party to the compromise has accepted a compromise and only seeks to challenge the actions taken in pursuance thereof.
13. At the outset, it is to be noted that the compromise decree passed in O.S. No.185/2018 has admittedly attained finality. The appellant does not dispute either the execution of the compromise or the passing of the decree in terms thereof. A compromise decree, being in the nature of a contract with the imprimatur of the Court, binds the parties to its terms and conclusively determines their respective rights and obligations. In the absence of any challenge to the decree, either in whole or in part, the same continues to operate with full force.
14. It is also not in dispute that the subject property stood in the name of respondent No.3 and that an agreement of sale has been executed in respect thereof. The appellant has, in fact, participated in the said transaction as a consenting witness. The consideration stipulated under the agreement, namely Rs.1,00,00,000/-, is likewise not in dispute. In such circumstances, the appellant cannot now be permitted to contend that the consideration was



inadequate or that the transaction was otherwise not in accordance with law, particularly when he has consciously assented to the same. The principle that a party cannot approbate and reprobate would clearly operate against the appellant.

15. The grievance sought to be projected by the appellant is essentially that the compromise decree has not been implemented in its proper perspective, inasmuch as the property which was allegedly earmarked for discharge of family liabilities has been dealt with in a manner detrimental to such purpose. If that be so, the remedy available to the appellant is not by way of instituting a separate suit, but by invoking the jurisdiction of the executing court. The Code of Civil Procedure provides a complete mechanism for enforcement of decrees, and all questions relating to execution, discharge, or satisfaction of a decree are required to be adjudicated in execution proceedings.
16. The present suit, in substance, seeks to question the validity of a transaction undertaken pursuant to the compromise decree, without assailing the decree itself. Such a course would amount to a collateral challenge to the decree and its implementation, which is impermissible in law. Permitting such a



challenge would not only undermine the finality attached to judicial proceedings but would also enable parties to circumvent the statutory framework governing execution of decrees.

17. It is also relevant to note that the appellant does not assert any independent right, title, or interest in the property, dehors the compromise decree. His rights, if any, flow only from the terms of the compromise. Once the property stands in the name of respondent No.3 and the appellant has accepted the transaction entered into by respondent No.3, it is not open to him to seek to invalidate the same on grounds which are intrinsically linked to the implementation of the compromise.
18. In that view of the matter, the plaint, on a meaningful reading, discloses that the suit is barred in law, inasmuch as it seeks to reopen issues arising out of a compromise decree which has attained finality, and to challenge actions taken in pursuance thereof through an independent proceeding. The bar is apparent on the face of the plaint, and therefore, the Trial Court was justified in exercising its jurisdiction under Order VII Rule 11(d) of the Code of Civil Procedure in rejecting the plaint.



19. Accordingly, when the compromise decree is admitted and remains unchallenged, the question of its implementation being assailed by way of a separate suit does not arise.
20. Hence, reserving a liberty to the appellant to raise any issue that the appellant wishes to raise in an execution petition, if so filed, the appeal stands ***dismissed***, since there is no infirmity in the order passed by the trial Court and the trial Court having rightly held that the separate suit was not maintainable.

Sd/-
(SURAJ GOVINDARAJ)
JUDGE

Sd/-
(DR.CHILLAKUR SUMALATHA)
JUDGE