

(2014) 12 KAR CK 0056
In the Karnataka High Court
Case No : MFA No. 10121/2011 (FC)

Shakuntala Bai

APPELLANT

Vs

Muniswamy Rao Bounsle

RESPONDENT

Date of Decision : 03-12-2014

Acts Referred:

Hindu Marriage Act, 1955 — Section 13(1)(ia), 13(1)(ib)(iii)

Citation : (2014) 12 KAR CK 0056

Hon'ble Judges : Rathnakala, J;N.K. Patil, J

Bench : Division Bench

Advocate : Shanthkumar, Advocate for R. Shivacharan, Advocate for the Appellant; N.K. Siddeshwara, Advocate for the Respondent

Judgement

N.K. Patil, J.—This appeal is filed by the wife being aggrieved by the judgment and decree dated 18.8.2011 passed in M.C. No. 1513/2009 on the file of the V Additional Judge, Principal Family Court at Bangalore.

2. We have heard the learned counsel for the appellant and the respondent.

3. Both the parties are present along with their children. Their presence is placed on record.

4. Further, learned counsel for the appellant and the respondent at the outset fairly submitted that the matter has been compromised and settled between the parties and they are filing the compromise petition dated 3.12.2014 duly signed by the appellant and the respondent and their respective counsel and therefore the instant appeal may be disposed of in terms of the compromise petition. Submissions of the learned counsel for both the parties are taken on record.

5. Compromise petition dated 3.12.2014 is placed on record.

6. The statements made in the compromise petition dated 3.12.2014 read thus:

"The appellant and the respondent begs to state as follows:

1. The appellant has preferred the above appeal being aggrieved by the Judgment and Decree dated 18/08/2011 passed by the learned V Addl. Judge, Principal Family Court, Bangalore in M.C. No. 1513/2009 allowing the petition filed by the respondent under Section 13(1)(ia) of Hindu Marriage Act and petition filed by the respondent under Section 13(1)(ib)(iii) of Hindu Marriage Act was dismissed and granted Decree of Divorce in favour of the respondent.

2. During the pendency of the above appeal, as per the intervention of this Hon'ble Court and well-wishers from both sides, the appellant and respondent have agreed to settle their disputes amicably on the following terms and conditions to this Compromise petition.

(i) The appellant has agreed to withdraw the above appeal thereby she agrees to the Judgment and Decree dated 18/08/2011 passed by the learned V Addl. Judge, Principal Family Court, Bangalore in M.C. No. 1513/2009 allowing the petition for divorce.

(ii) The house property bearing No. 107, formed in Sy. No. 11, measuring East to West 20 feet and North to South 45+51/2 feet consisting of Ground and First Floors having four houses and one shop situated at Herohalli Village, Yeshwanthapura Hobli, Bangalore North Taluk, presently coming under within the purview of BBMP, Bangalore with separate water and electricity connection which morefully described in the schedule "A" to this compromise petition which originally belonged to the mother of the respondent. The mother of the respondent died and the respondent has succeeded to schedule "A" property as class-I heir under the Succession Act. The respondent and his daughter by name Kumari Tejaswini Bai have agreed to relinquish their claim/right and transfer the schedule "A" property in the name of appellant and her son by name Harish Rao and confirming the title over the same.

(iii) The appellant and the respondent have agreed to contribute 50% of expenses with regard to rectification of title in respect of the schedule "A" property sought to be transferred in the names of appellant and her son Harish Rao by the respondent and his daughter Kumari Tejaswini Bai by way of Relinquishment Deed including registration expenses.

(iv) The property bearing No. 580/614, Assessment No. 16/11-B1, measuring East to West on Northern side 8 feet and on the southern side 27 feet and North to South on the eastern side 40 feet and on the western side 44.5 feet consisting of ground and First Floors with four houses constructed by the respondent and the same belongs to the respondent who purchased under the registered sale deed dated 08/08/2001 for valuable consideration situated at Herohalli village. Yeshwanthapura Hobli, Bangalore North Taluk, presently coming under within the purview of Bruhat Bangalore Mahanagara Palike, Bangalore with separate water and electricity connection which morefully described in schedule "B" property to this compromise petition. The respondent has gifted the schedule "B" property to his daughter, Kumari Tejaswini Bai under registered Gift Deed dated

28/08/2013. The appellant and her son Harish Rao shall relinquish their claim/right and transfer schedule "B" property in favour of Kumari Tejashwini Bai by executing registered Relinquishment Deed by confirming title in her favour.

(v) The appellant has inducted various tenants by receiving advances in respect of schedule "A" and "B" properties from the tenants and the entire "A" and "B" schedule properties are in the possession of the appellant. The appellant has received advance amount from two tenants in a sum of Rs. 2,20,000/- (Rupees Two Lakhs Twenty Thousand Only) in respect of "B" schedule property. The respondent is hereby undertake to pay a sum of Rs. 2,20,000/- to the said tenants at the time of vacating the premises in respect of "B" schedule property out of his own funds.

(vi) The appellant shall handover the vacant possession of the schedule "B" property to her daughter Kumari Tejashwini Bai with existing tenants within one month from this day free from all types of encumbrances. The appellant shall clear any further liability i.e., refund of advance to other tenants inducted by her in respect of "B" schedule property.

(vii) The appellant shall not collect any rents/any amount from the tenants in respect of "B" schedule property which is fallen to Kumari Tejashwini Bai from this day.

(viii) The appellant and respondent and their beneficiaries will not interfere with each other properties in any way from this day and allow them to have and hold the peaceful possession and enjoyment of their respective shares in respect of schedule "A" and "B" properties.

(ix) The appellant and respondent hereby agrees to correct/rectify their title to schedule "A" and schedule "B" properties at their cost and risk. However if signature of the parties are required they shall agree to sign necessary documents/papers.

(x) The appellant and respondent shall hereby agree to exchange the original title deeds, Katha Extract, Katha Certificate etc., in respect of schedule "A" and schedule "B" properties that have been transferred in favour of each others.

WHEREFORE, the appellant and respondent pray that this Hon"ble Court be pleased to pass an order in terms of the compromise petition and dismiss the above appeal filed by the appellant confirming the Judgment and Decree passed by the Trial Court in the interest of justice.

SCHEDULE "A"

All that piece and parcel of the house property bearing No. 107, formed in Sy. No. 11, measuring East to West 20 feet and North to South 45+51/2 feet consisting of Ground and First floors having four houses and one shop situated at Herohalli Village, Yeshwanthpur Hobli, Bangalore North Taluk, presently coming under within the purview of BBMP, Bangalore with separate water and electricity

connection, bounded on:

East by : Private Property,

West by : Site No. 99,

North by : Road,

South by : Private Property.

SCHEDULE "B"

All that piece and parcel of the house property bearing No. 580/614, Assessment No. 16/11-B1, measuring East to West on Northern side 8 feet on the southern side 27 feet and North to South on the eastern side 40 feet and on the Western side 44.5 feet consisting of Ground and First Floors with four houses and situated at Herohalli village, Yeshwanthpura Hobli, Bangalore North Taluk, presently coming under within the purview of BBMP, Bangalore with separate water and electricity connection, bounded on:

East by : Road,

West by : Smt. Lakshmi Bai" property,

North by : Passage,

South by : Smt. Lalitha"s Site No. 2-B."

In terms of the compromise petition dated 3.12.2014 as stated supra, the instant appeal filed by the appellant stands disposed of.