



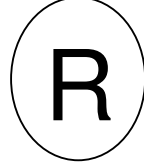
CNR: KAHC020137042026

IN THE HIGH COURT OF KARNATAKA AT DHARWAD

DATED THIS THE 16TH DAY OF SEPTEMBER, 2026

BEFORE

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

WRIT PETITION NO. 106428 OF 2026 (GM-RES)**BETWEEN:**

SMT. GANGAVVA
W/O. VIRUPAKSHAPPA MUCHAKHANDI,
AGE. 50 YEARS, OCC. HOUSEHOLD WORK,
R/O. KAULAPET, WARD NO.5, BAGALKOT-587101.

...PETITIONER

(BY SRI. BASAVARAJ MATHAPATI, ADVOCATE)

AND:

1. VISHWANATH S/O. IRANNA MUCHAKHANDI,
AGE. 54 YEARS, OCC. AGRICULTURE,
R/O. KAULAPET, WARD NO.5, BAGALKOT-587101.
2. SMT. PAVITRA W/O. SHIVAPUTRAPPA JANGAMASHETTY,
AGE. 32 YEARS, OCC. HOUSEHOLD WORK,
R/O. GACCINAKATTI COLONY, VIJAYAPURA-586101.
3. PRATIK S/O. VIRUPAKSHAPPA MUCHAKHANDI,
AGE. 29 YEARS, OCC. PRIVATE SERVICE,
R/O. KAULAPET, WARD NO.5, BAGALKOT-587101.
4. SMT. SHOBHA W/O. MAHESH BILAGI,
AGE. 55 YEARS, OCC. HOUSEHOLD WORK,
R/O. WARD NO.26, GUJJARAGALLI,
NEAR HANUMANTADEVARA TEMPLE,
VIJAYAPURA-586101.
5. SMT. JYOTI W/O. NANDABASU KUBAKADDI,
AGE. 42 YEARS, OCC. HOUSEHOLD WORK,
R/O. GUNDANPALLE R.C.,
TQ. AND DIST. BAGALKOT-587101.

...RESPONDENTS

(BY SRI. ANIKET R. DESAI, ADVOCATE FOR R1 TO R5)





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THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO ISSUE A WRIT OF CERTIORARI OR ANY OTHER APPROPRIATE WRIT, ORDER, OR DIRECTION, QUASHING THE JOINT COMPROMISE PETITION DATED 02/07/2026 PRODUCED AT ANNEXURE-B AND THE CONSEQUENTIAL ORDER/COMPROMISE DECREE DATED 11/07/2026 PASSED IN O.S. NO.348/2026 BY THE PRINCIPAL CIVIL JUDGE AND JMFC, BAGALKOT (LOK ADALAT BENCH), PRODUCED AT ANNEXURE-C AND ETC.

THIS WP COMING ON FOR PRELIMINARY HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:
CORAM: HON'BLE MR. JUSTICE M.G.S. KAMAL

ORAL ORDER

1. Gangavva the petitioner herein, being the wife of one Virupakshappa Muchakhandi, who was arrayed as defendant No.1 in a suit for partition filed by respondent No.1 herein in O.S.No.348/2026 on the file of Principal Civil Judge and JMFC, Bagalkot, (Lok-Adalat Bench) (hereinafter referred to as 'trial court'), produced at Annexure-C is before this Court being aggrieved by a purported compromise entered into under the provisions of Section 89 of the Code of Civil Procedure, 1908 (in short 'CPC').
2. Brief facts of the case are that:
 - 2.1 The suit properties consisting of six items of immovable properties including four house properties originally



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belonged to one Iranna. Said Iranna passed away leaving behind two sons and two daughters namely, Virupakshappa, Shobha, Vishwanath and Jyothi. Virupakshappa had earlier married to one Gangu and had two children out of the said marriage namely, Pavitra and Prateek. After the demise of said Gangu, Virupakshappa had married Gangavva the petitioner herein.

2.2 Vishwanath, the second son of Iranna filed the above suit in respect of the aforesaid properties, arraying Gangavva the petitioner herein as defendant No.1, Pavitra and Prateek being children of Virupakshappa from his first wife Gangu as defendant Nos.2 and 3 and his two sisters namely Shobha and Jyoti as defendant Nos.4 and 5 respectively.

2.3 The said suit was filed on 29.06.2026. It was directed to be listed on 27.08.2026 for issuance of summons. Matter was pre-poned on 02.07.2026, on which date one SBN advocate seemed to have filed vakalath for all the defendants. On the said date, it appears an application came to be filed without mentioning any provisions of law



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reporting a purported settlement amongst the parties. The Trial Court seems to have accepted the terms of the compromise and has thereafter referred the matter to Lok-Adalat to be held on 11.07.2026. On 11.07.2026, the compromise petition has been accepted and the suit has been decreed accordingly.

3. Being aggrieved by the terms of the compromise, petitioner herein filed an application under Section 151 of CPC contending she was not aware of the contents of the compromise petition that was filed on 02.07.2026. In the meanwhile, the petitioner has approached this Court by way of this writ petition.
4. Counsel for petitioner submits that:
 - 4.1 There are several legal and substantive procedural irregularities in the Trial Court accepting the alleged compromise. In that, the compromise petition produced at Annexure-B does not contain signatures of the parties on all the pages. It is only at the last page parties have affixed their signatures.



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- 4.2 He refers to the daily order sheet dated 02.07.2026 of the Trial Court and contends that though the compromise petition does not mention any specific provision under which the same is filed, the Trial Court has taken the same to be under Section 89 of CPC.
- 4.3 He refers to the order sheet dated 11.07.2026, which is purportedly maintained in the Lok-Adalat which bears signature only of the Judicial Conciliator and not of the Advocate Conciliator.
- 4.4 He also refers to paragraph No.6 of the purported compromise to contend that in terms of the said paragraph petitioner herein along with defendant Nos.2, 4 and 5 alleged to have given up their entire share, right, title and interest in the suit property which was never agreed upon.
- 4.5 Referring to paragraph Nos.20 to 28 of the judgment of the Hon'ble Apex Court in the case of ***Afcons Infrastructure Ltd. and Another vs. Cherian Varkey Construction Company Ltd. and Others***¹ he submits that the procedure adopted by the Trial Court is erroneous

¹ (2010) 8 SCC 24



HC-KAR

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and contrary to the law laid down in the said judgment. That the procedure required to have been adopted by the Trial Court under Section 89 of CPC has never been followed. Hence, seeks for allowing of the petition.

5. *Per contra*, counsel appearing for the respondents submits that:

5.1 The compromise was entered into with the complete and clear knowledge of the petitioner, who had affixed signature to the compromise petition and had also agreed to the terms of the compromise to be satisfactory before the Trial Court and thereafter before the Lok-Adalat. Therefore, it was not open for her to now challenge the compromise on the basis of she not being aware of the contents of the compromise.

5.2 That respondent No.3 being the son of Virupakshappa from his first wife is ready and willing to provide all the amenities and maintenance to the petitioner, who is the second wife of his father and would also give an undertaking to take care of her during her lifetime.



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6. Heard. Perused the records.
7. Points that arise for consideration are:

(i) *Whether the compromise decree passed in the instant case is liable to be set aside for non-compliance of statutory requirement of law?*

(ii) *Whether the compromise petition is required to be signed by the parties on all the pages?*

Regarding Point No.1:

8. The purported compromise petition produced at Annexure-B to the writ petition does not specify the provision under which the same is filed. It only reads as under:

"ವಾದಿ ಮತ್ತು ಪ್ರತಿವಾದಿಯರ ಜಂಟಿ ರಾಜಿ ಅರ್ಜಿ".

9. In the daily order sheet maintained in the suit, the order dated 02.07.2026 reads as under:

"Case advanced.

Sri. SBN Advocate files power for defendant No.1 to 5.

Parties and their respective counsel present.

Parties to the suit filed compromise petition under Section 89 of CPC. Both the counsel have identified their respective parties and also signatures affixed on compromise petition.

On enquiry parties have submitted that they have entered into compromise out of their own volition and there is no compulsion on them to enter into



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compromise. The terms of compromise are read over to the parties and they are not opposed to law. Thus there is no legal impediment to accept the compromise.

For acceptance of compromise petition case is referred to Lok-Adalat to be held on 11.07.2026."

10. Reading of the aforesaid order indicates though the application without mentioning provision of law is filed reporting purported compromise, the Trial Court has taken the same to have been filed under Section 89 of the CPC. It has apparently read over the contents of the said compromise to the parties and on being satisfied has even accepted the same. However, the Trial Court has thereafter proceeded to refer the compromise petition to the Lok-adalat to be held on 11.07.2026.

11. The order sheet dated 11.07.2026 purportedly maintained by the Lok-Adalat reads as under:

"Case taken up before Lok- Adalath.

On 02.07.2026 parties have entered into compromise and they have filed compromise petition and the terms of compromise were read over to the parties and they are not opposed to the law.

Thus there is no legal impediment to accept compromise. Hence the following;



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ORDER

The compromise petition filed by plaintiff and defendants is hereby allowed and same is accepted.

Office is hereby directed to draw award in terms of compromise petition.

Compromise petition filed by the parties shall form the part of the award."

12. Perusal of the above order sheet dated 11.07.2026 indicate only Judicial Conciliator has affixed his signature and there is no signature of the Advocate Conciliator.
13. Sections 19 and 20 of the Legal Services Authorities Act, 1987 provides for the detailed procedure to be followed if the matter is referred to the Lok-Adalat. In terms of sub-section(1) of Section 20, when the parties to a suit pending before the Court, agree for referring the matter to Lok-Adalat for settlement and if such Court is *prima facie* satisfied that there are chances of such settlement, it shall refer the case to the Lok-Adalat. (***K.G.Subbaiah v. Shardamma and Another***² disposed of on **14.08.2026**.)
14. In the instant case, the compromise petition has been filed on 02.07.2026. The Trial Court itself has enquired with the

² W.P.No.29824/2017



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parties regarding their understanding and satisfaction with regard to the terms and conditions and has even accepted the same. Thus, the parties in the instant case have not sought for referring the matter for settlement before the Lok-Adalat.

15. Another aspect requires consideration in this case is, whether the compromise petition was indeed filed under Section 89 or under Order XXIII Rule 3 of CPC. The order sheet dated 02.07.2026 as noted above indicate the said compromise petition has been taken to have been filed under Section 89 of CPC.
16. The procedure to be adopted while recording the settlement/compromise upon an application filed under Section 89 of CPC is different and distinct from the one filed under Order XXIII Rule 3 of CPC.
17. Section 89 of CPC on the other hand reads as under:

"89. Settlement of disputes outside the Court.—(1)
Where it appears to the Court that there exist elements of a settlement which may be acceptable to the parties, the Court shall formulate the terms of settlement and give them to the parties for their observations and after receiving the observations of the parties, the Court may



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reformulate the terms of a possible settlement and refer the same for:—

- (a) arbitration;*
- (b) conciliation;*
- (c) judicial settlement including settlement through Lok Adalat; or*
- (d) mediation.*

(2) Where a dispute has been referred—

(a) for arbitration or conciliation, the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply as if the proceedings for arbitration or conciliation were referred for settlement under the provisions of that Act;

(b) to Lok Adalat, the Court shall refer the same to the Lok Adalat in accordance with the provisions of sub-section (1) of section 20 of the Legal Services Authority Act, 1987 (39 of 1987) and all other provisions of that Act shall apply in respect of the dispute so referred to the Lok Adalat;

(c) for judicial settlement, the Court shall refer the same to a suitable institution or person and such institution or person shall be deemed to be a Lok Adalat and all the provisions of the Legal Services Authority Act, 1987 (39 of 1987) shall apply as if the dispute were referred to a Lok Adalat under the provisions of that Act;

(d) for mediation, the Court shall effect a compromise between the parties and shall follow such procedure as may be prescribed."

18. The Hon'ble Apex Court in the case of **Afcons Infrastructure Ltd.**, (supra) at paragraph Nos.21 and 28 to 30 has clarified the procedure to be followed when an application under Section 89 of CPC is filed and at paragraph No.31 has summarized the procedure to be adopted under Section 89, which reads as under:

"31. We may summarize the procedure to be adopted by a court under section 89 of the Code as under:



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a) *When the pleadings are complete, before framing issues, the court shall fix a preliminary hearing for appearance of parties. The court should acquaint itself with the facts of the case and the nature of the dispute between the parties.*

b) *The court should first consider whether the case falls under any of the category of the cases which are required to be tried by courts and not fit to be referred to any ADR processes. If it finds the case falls under any excluded category, it should record a brief order referring to the nature of the case and why it is not fit for reference to ADR processes. It will then proceed with the framing of issues and trial.*

c) *In other cases (that is, in cases which can be referred to ADR processes) the court should explain the choice of five ADR processes to the parties to enable them to exercise their option.*

d) *The court should first ascertain whether the parties are willing for arbitration. The court should inform the parties that arbitration is an adjudicatory process by a chosen private forum and reference to arbitration will permanently take the suit outside the ambit of the court. The parties should also be informed that the cost of arbitration will have to be borne by them. Only if both parties agree for arbitration, and also agree upon the arbitrator, the matter should be referred to arbitration.*

e) *If the parties are not agreeable for arbitration, the court should ascertain whether the parties are agreeable for reference to conciliation which will be governed by the provisions of the AC Act. If all the parties agree for reference to conciliation and agree upon the conciliator/s, the court can refer the matter to conciliation in accordance with section 64 of the AC Act.*

f) *If parties are not agreeable for arbitration and conciliation, which is likely to happen in most of the cases for want of consensus, the court should, keeping in view the preferences/options of parties, refer the matter to any one of the other three other ADR processes : (a) Lok Adalat; (b) mediation by a neutral third party*



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facilitator or mediator; and (c) a judicial settlement, where a Judge assists the parties to arrive at a settlement.

(g) If the case is simple which may be completed in a single sitting, or cases relating to a matter where the legal principles are clearly settled and there is no personal animosity between the parties (as in the case of motor accident claims), the court may refer the matter to Lok Adalat. In case where the questions are complicated or cases which may require several rounds of negotiations, the court may refer the matter to mediation. Where the facility of mediation is not available or where the parties opt for the guidance of a Judge to arrive at a settlement, the court may refer the matter to another Judge for attempting settlement.

(h) If the reference to the ADR process fails, on receipt of the Report of the ADR Forum, the court shall proceed with hearing of the suit. If there is a settlement, the court shall examine the settlement and make a decree in terms of it, keeping the principles of Order 23 Rule 3 of the Code in mind.

(i) If the settlement includes disputes which are not the subject matter of the suit, the court may direct that the same will be governed by Section 74 of the AC Act (if it is a Conciliation Settlement) or Section 21 of the Legal Services Authorities Act, 1987 (if it is a settlement by a Lok Adalat or by mediation which is a deemed Lok Adalat). This will be necessary as many settlement agreements deal with not only the disputes which are the subject matter of the suit or proceeding in which the reference is made, but also other disputes which are not the subject matter of the suit.

(j) If any term of the settlement is ex facie illegal or unenforceable, the court should draw the attention of parties thereto to avoid further litigations and disputes about executability."



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19. Order XXIII Rule 3 of CPC read as under:

"3. Compromise of suit.—(1) *Where it is proved to the satisfaction of the Court that a suit has been adjusted wholly or in part by any lawful agreement or compromise in writing and signed by the parties, or where the defendant satisfies the plaintiff in respect of the whole or any part of the subject-matter of the suit, the Court shall order such agreement, compromise or satisfaction to be recorded, and shall pass a decree in accordance therewith so far as it relates to the parties to the suit, whether or not the subject-matter of the agreement, compromise or satisfaction is the same as the subject-matter of the suit:*

Provided that where it is alleged by one party and denied by the other that an adjustment or satisfaction has been arrived at, the Court shall decide the question, but not adjournment shall be granted for the purpose of deciding the question, unless the Court, for reasons to be recorded, thinks fit to grant such adjournment.

Explanation.— *An agreement or compromise which is void or voidable under the Indian Contract Act, 1872, shall not be deemed to be lawful within the meaning of this rule."*

20. Apex Court in the case of **Krishna Kumar Ojha and others v. Jitendra Chaudhary and Others**³ dealing with provisions regarding acceptance of compromise petition by a civil Court filed under Order XXIII Rule 3 of CPC, at paragraph No.5.2, has encapsulated certain important requirement of law to be taken note while recording and accepting the compromise, which are as under:

³ 2026 SCC Online SC 1255



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"5.2. A perusal of various decisions of this Court reveals the following aspects regarding compromise decree:

(a) Prior to the 1976 Amendment to the CPC, a compromise could be either oral or written, and the Court could decide the same on the basis of general evidence by the parties, Gurpreet Singh v. Chatur Bhuj Goel

(b) After the amendment, it has been clarified that a compromise must be in writing and must be signed by the parties, Som Dev v. Rati Ram

(c) The objective of the amendment is to prevent false and frivolous pleas of compromise having been entered into between the parties; (Gurpreet Singh supra)

(d) A compromise decree being signed by all parties is a mandate of the law; (Gurpreet Singh supra)

(e) It has to be voluntarily accepted by parties and once such acceptance is recorded by the Court, it acquires the sanctity of the judicial order, Banwari Lal v. Chando Devi

(f) A counsel/duly authorised representative/GPA holders is permitted to sign a compromise decree on behalf of those he represents, granted there is express authorisation or exigency of circumstance (Byram Pestonji Gariwala v. Union Bank of India; Pushpa Devi Bhagat v. Rajinder Singh,

(g) In accepting a compromise decree, while it is true that the court merely put a seal of approval, but its role cannot be reduced to being only a recorder. It has to apply its judicial mind to the terms to ensure that they are lawful; (Banwari Lal supra)

(h) A consent decree which is the conclusion of a compromise, does not operate as a resjudicata for it does not meet Section 11 (CPC) requirements; (Baldevdas Shivilal v. Filmistan Distributors (India) (P) Ltd.)

(i) The only remedy available against a compromise decree is a recall application. A fresh suit or an appeal is not maintainable against this kind of decree; (Navratan Lal Sharma v. Radha Mohan Sharma"



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21. The Trial Court seems to have lost sight of this cardinal difference in the provisions of law, namely Section 89 and Order XXIII Rule 3 of CPC.
22. Before referring the matter for Lok-Adalat, the Trial Court should have ensured that exercise of power under Section 89 of CPC would arise only after completion of the pleadings, before framing of issues, and when the matter is set down for preliminary hearing for appearance of the parties. None of these processes seem to have been followed by the Trial Court.
23. That apart, even assuming that such a compromise was indeed accepted, the Trial Court ought to have ensured that a separate order sheet was maintained as held by Co-ordinate Bench of this Court, in the case of ***Smt.Akkubai vs. Shri Venkatrao and Others***⁴ and ***Smt.Renuka W/o Anand @ Anantsa Bakale vs. Sri. Ramanand S/o Ramkrishnasa Basawa***⁵.

⁴ ILR 2014 KAR 2051

⁵ Writ Petition No.103766/2018 dated 31.03.2022



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24. Necessary also to note the judgment of the Hon'ble Apex Court in the case of ***Hemantha Kumar vs. R. Mahadevaiah and Others***⁶, wherein the Hon'ble Apex Court has indeed approved the procedure of matter being referred to Lok-Adalat and the application for compromise to be placed before the Lok-Adalat for consent decree. But in the instant case, the Trial Court stated to have read over the terms of the compromise to the parties and has thus accepted the same. However, only for the purpose of formal acceptance of the compromise, the matter is referred for Lok-Adalat. This procedure runs contrary to the scheme of Act, 1987.

25. If the compromise was accepted before the Court, the parties would have had an option to challenge the same before the same Court by filing an application under the proviso to Order XXIII Rule 3 of CPC. If after acceptance of the compromise, matter is referred for Lok-Adalat only for the purpose of formal acceptance, apart from same creating anomaly, it would also deprive the party of an

⁶ (2020) 8 SCC 140



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opportunity to challenge the compromise before the same Court. As the compromise decree passed in the Lok-Adalat is not amenable to be challenged before the Court, which referred the matter for Lok-Adalat. It is in this context maintaining of separate order sheet of Lok-Adalat is recommended.

26. Lok-Adalat exercise its power exclusively under the provisions of Section 19 and 20 of the Legal Services Authorities Act, 1987. The same order sheet in the instant case being maintained by the said Trial Court as well as the Lok-Adalat has further created such anomaly.
27. That apart the Advocate Conciliator who is one of the members of the Lok Adalat has not affixed his signature. In terms of Section 21 of the Act 1987 every award of the Lok Adalat shall be deemed to be a decree of Civil Court. A decree without signature does not carry its legality and enforceability. Further, as per Regulation No.17 of the National Legal Services Authority (Lok-Adalats) Regulation, 2009 when both the parties sign or affix their thumb impression and the members of the Lok-Adalat counter

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sign it, only then it becomes award. Even this requirement has not been complied with.

28. Thus, there has been a substantive legal and procedural irregularities in the process of recording the settlement requiring the impugned compromise decree to be set aside.

Regarding Point No.2:

29. The compromise application produced at Annexure-B consists of six pages. Page Nos.1 to 5 of the laid document do not bear the signatures of any of the parties. It is only in the sixth page, the parties seem to have affixed their signatures with their photograph affixed thereon. The sixth page does not contain any of the terms of the compromise except stating that the parties have agreed to the terms and have affixed their signature.

30. Though there is no specific requirement under law for parties to affix their signatures on all the pages of the compromise petition and their signatures on the last page in the normal circumstances would be sufficient, it is

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increasingly noticed that several petitions are being filed challenging the awards passed in the Lok-Adalats' on the grounds of parties not affixing their signatures to the compromise petition or they not being appraised of the terms of the compromise.

31. Compromise petition in its true sense is an agreement, a contract and an instrument containing terms of bargain between the parties. It evidences and records agreement of offer and acceptance between the parties. It binds the party to such contract. Such contract shall be lawful and shall not be opposed to any law or public policy. It shall be in writing and signed by the parties.
32. Accepted practice has been affixing signatures or initials of the parties to a contract on all the pages. This is to avoid any ambiguity, foul play or to avert the allegations of alternation or manipulation in the document.
33. Though as noted above there is no legal requirement of affixing signature on all the pages, when a specific allegation is made with regard to party not agreeing to the



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term of the compromise or she/he having been appraised of the terms of the compromise petition the same would give rise to a serious question for consideration.

34. As seen in the judgment of Apex Court in the case of ***Krishna Kumar Ojha*** (supra), the role of the Court accepting the compromise cannot be merely to put a seal of approval. It is required to apply its judicial mind to the terms and ensure that they are lawful which also warrants the terms of the contract be read over to the parties in the language known to them and to ensure they having understood what they would be receiving and what they would be giving up in terms of the compromise.

35. It is not uncommon that in many instances female members of the joint family are not allotted any shares in the immovable property on the purported premise of male members having incurred marriage expenses of the female members or female members having been given some gold or silver ornaments without providing any details in that regard. Ignorance and lack of awareness regarding statutory entitlement for share in the joint family property



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amongst illiterate female members has further added to their woes. In some cases, they have even rendered homeless and completely dependent at the mercy of male members of the family.

36. In the instant case, as seen in the terms of the compromise nothing is allotted to the share of the petitioner herein. The clause 6 of the compromise indicate that petitioner herein as defendant No.1 along with defendant Nos.2, 4 and 5 has given up her entire share in the suit properties. When such a clause is incorporated and page containing such a clause does not bear the signature of the party against whom such a clause is sought to be enforced and further in the absence of any express notings by the Trial Court regarding such a clause having been read over to the party in the language known to the party, the allegation of such party not being made aware of the terms of the compromise cannot be brushed aside. It is not that party has been given some share in the properties or some money *in lieu* of such share in the properties. It is a case of complete relinquishment/release of their



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entitlement in the suit properties. Under these circumstances, the Trial Courts shall be more circumspect before accepting the terms of the compromise.

37. Another trend being noticed is that matters are being compromised/settled before Lok-Adalat within weeks or months of filing of the suit. In some cases even before normal service of notices/summons, matters are advanced, vakalaths are filed on behalf of the defendants and compromise are arrived at in a hurried manner through agents/power of attorney holder. In the case of minor person claiming through guardian without proper opportunity as required under Order XXXII of CPC. It is these class of cases which are more prone to challenges as the one at hand. It is therefore necessary that the Trial Courts accepting the compromise in the cases of these nature shall ensure proper identification of the parties and they having been read over and understood the terms of the compromise in the language known to them and a specific noting in this regard be made in the order.



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38. It would therefore be appropriate that signatures of the parties be obtained in all the pages of the compromise petition, to obliterate any allegation of foul play.

39. Points raised are answered accordingly.

40. For the aforesaid reasons and analysis, the following order:

- a) Petition is **allowed**. The compromise decree dated 11.07.2026 passed in O.S.No.348/2026 on the file of Principal Civil Judge and JMFC, Bagalkot (Lok-Adalat Bench) produced at Annexure-C is quashed.
- b) Matter is remitted to the Trial Court for disposal in accordance with law.
- c) It is open for the parties to re-arrive at settlement, if they are so advised and if they choose to resolve the matter amicably.
- d) Registry is directed to circulate copy of this order to the Judicial Academy and to all Secretaries of Taluk and District Legal Services Authorities of the State along



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with the copies of the judgments and orders/regulations
referred to in the course of this order.

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

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LIST NO.: 1 SL NO.: 13