

**CORRECTED**  
**IN THE SUPREME COURT OF INDIA**  
**CIVIL APPELLATE JURISDICTION**

**CIVIL APPEAL NO.5816/2019**

**HAMPAMMA**

**Appellant(s)**

**VERSUS**

**VENKATANGOUDA @ VENKATGOUDA & ORS.**

**Respondent(s)**

**O R D E R**

Learned counsel for the parties state before us that they have obtained instructions and are willing to settle the disputes in terms of what had been put to the parties in the order dated 17.09.2019 in para 1.

We may at the threshold itself clarify that what was set out in para 2 of that order was only a tentative possibility of what may transpire if settlement does not go through. Fortunately, that occasion has not arisen and both the parties have amicably settled the disputes with the assistance of their counsels.

In terms of the settlement, the appellant is entitled to 12 acres of land out of the 23 acres and 10 guntas and the remaining portion is to be divided between the three brothers. The plan has been submitted in Court which is taken on record and marked as Exhibit-A. In terms of this Exhibit-A, the red portion vests with the appellant while the other portion vests with the respondents. This is also so as the respondents have stated that they have dealt with a portion of the property which now vests with them in terms of the settlement. The demarcation at site can take place with the

assistance of the local Tehsildar in terms of the settlement by 31.12.2019. If there is any difficulty in access to any portion of the land, the other party will make sure that the access is available to the party which may have some difficulty otherwise. This aspect of access would also be taken care of by the Tehsildar.

It is also pointed out to us that the total area of the land is 23 acres and 10 guntas in Survey No.164, though it was mentioned as 23 acres in order dated 17.09.2019.

The settlement is in the best interest of both the parties and the parties shall remain bound by the same.

As an abundant caution, the parties will file affidavit before this Court in terms of the settlement within four weeks.

A decree be drawn up in terms of the settlement with Exhibit-A forming part of the decree sheet.

The appeal is disposed of in terms of the aforesaid settlement leaving parties to bear their own costs.

We appreciate the assistance put in by learned counsels to resolve this long standing dispute.

..... J.

[SANJAY KISHAN KAUL]

..... J.

[K.M. JOSEPH]

NEW DELHI;

NOVEMBER 05, 2019.



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[SANJAY KISHAN KAUL]

..... J.

[K.M. JOSEPH]

NEW DELHI;

NOVEMBER 05, 2019.

ITEM NO.1

COURT NO.13

SECTION IV-A

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Civil Appeal No(s). 5816/2019

HAMPAMMA

Appellant(s)

VERSUS

VENKATANGOUDA @ VENKATGOUDA &amp; ORS.

Respondent(s)

IA No. 141160/2019 - PERMISSION TO FILE ADDITIONAL  
DOCUMENTS/FACTS/ANNEXURES

IA No. 159383/2019 - PERMISSION TO FILE ADDITIONAL  
DOCUMENTS/FACTS/ANNEXURES)

Date : 05-11-2019 This appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE SANJAY KISHAN KAUL  
HON'BLE MR. JUSTICE K.M. JOSEPH

For Appellant(s) Mr. Basav Prabhu S. Patil, Sr. Adv.  
Mr. Shailesh Madiyal, AOR  
Mr. Sudhanshu Prakash, Adv.  
Ms. Rachita Hiremath, Adv.

For Respondent(s) Mr. Devadatt Kamat, Sr. Adv.  
Mr. Nishanth Patil, AOR  
Mr. Chirag Jain, Adv.  
Ms. Priyanka Arora, Adv.  
Mr. Javedur Rahman, Adv.  
  
Mr. Anup Jain, AOR

UPON hearing the counsel the Court made the following  
O R D E R

The appeal is disposed of in terms of the signed order.

Pending applications stand disposed of.

(ASHA SUNDRIYAL)  
COURT MASTER

(ANITA RANI AHUJA)  
COURT MASTER

[Signed order is placed on the file]