



IN THE HIGH COURT OF KARNATAKA, AT DHARWAD

DATED THIS THE 16TH DAY OF DECEMBER, 2025

PRESENT

THE HON'BLE MR. JUSTICE S G PANDIT

AND

THE HON'BLE MRS JUSTICE GEETHA K.B.

COMMERCIAL APPEAL NO. 100021 OF 2024

BETWEEN:

SRI JITENDRA S/O. PRESUK BHUTADA
AGE. 54 YEARS, OCCUPATION. BUSINESS
R/O. 1316, NEAR BALAJI TEMPLE,
SHIVAJI ROAD, JAMKHANDI 587301.

...APPELLANT

(BY SRI SHREEVATSA HEGDE, ADVOCATE)

AND:

CHANDUKAKA SARAF AND SONS PVT. LTD.,
A COMPANY REGG. UNDER COMPANIES ACT, 1956,
HAVING ITS REGD, OFFICE AT,
32/1/B/5, GUNAWADI RAOD, BARAMATI 413102,
R/BY ITS AUTHORISED OFFICER,
SRI GOMTESH S/O. CHANDRAKANT MAGDUM
AGE. 32 YEARS, OCC. EXECUTIVE ASSISTANT,
R/O. 338/C, MOODLIYAR CHAMBERS,
NEAR APPOLLO THEATER,
RASTA PETH, PUNE-411011, MAHARASHTRA.

...RESPONDENT

(BY SRI SHARAD V. MAGADUM, AGA)

THIS COMMERCIAL APPEAL IS FILED U/SEC.13(1-A) OF
COMMERCIAL COURTS ACT 2015, PRAYING TO, SET ASIDE THE
IMPUGNED JUDGMENT AND DECREE DATED 02.04.2024 PASSED IN
COMMERCIAL OS NO.5004/2023 BY THE I ADDITIONAL DISTRICT AND
SESSIONS JUDGE, BAGALKOT SITTING AT JAMAKHANDI, IN THE
INTEREST OF JUSTICE.



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

CORAM: THE HON'BLE MR. JUSTICE S G PANDIT
AND
THE HON'BLE MRS JUSTICE GEETHA K.B.

ORAL JUDGMENT

(PER: THE HON'BLE MR. JUSTICE S G PANDIT)

Heard learned counsel, Sri Shreevatsa Hegde for appellant through Video Conference and learned counsel, Sri Sharad V Magadum for respondent, who is present before the Court.

2. The above appeal is filed under Section 13(1-A) of Commercial Courts Act, 2015, questioning the judgment and decree dated 02.04.2024 in Commercial O.S.No.5004/2023 on the file of I Additional District and Sessions Judge, Bagalkot, Sitting at Jamkhandi, whereunder the suit of the plaintiff/respondent herein was decreed directing to pay to the plaintiff-company a sum of ₹.9,90,000/- with interest at the rate of 6% per annum from the date of the suit.



3. During the pendency of the above appeal, the appeal was referred to Mediation and before the Mediation, the appellant and respondent have entered into memorandum of agreement under Section 89 of the Code of Civil Procedure, 1908, read with Rules 24 and 25 of the Karnataka Civil Procedure (Mediation) Rules, 2007.

4. The terms and conditions of the settlement read as follows:

"1. The Appellant has agreed to pay a sum of Rs.10,50,000/-towards complete discharge of the liability incurred under the decree. The parties agrees that, the half of the said amount Rs.5,25,000/- shall be paid by the appellant through a DD/RTGS/Transfer/NEFT on or before 15.12.2025 and remaining balance of Rs.5,25,000/- shall be paid on or before 15.01.2026 to the Account of the Respondent bearing No.33534353557, IFSC:SBIN0000454, State Bank of India, Pune Main Branch.

2. The parties agrees they shall have no claims of whatsoever nature against each other after satisfaction of these terms.

3. The Respondent agrees to withdraw the Commercial Execution case No.5001/2025 pending on the file of the I Addl. Distict Auand Commercial Court, Bagalkot Sitting at Jamakhandi, immediatley after payment.

4. The Appellant is entitled for full refund of Court fees paid on the appeal memo.



5. Both the appellant and Respondent herein have agreed and admit the terms and conditions stipulated in the compromise petition and affixed their signature in the compromise petition.

6. The terms and conditions of the compromise have been explained to the parties and its consequences in their language known to them and both the parties have voluntarily accepted the terms and conditions of the compromise and affixed their signature without any influence, coercion and force."

5. In terms of the settlement, the appellant has agreed to pay a sum of ₹.10,50,000/- towards complete discharge of the liability.

6. Further, learned counsel, Sri.Sharad V Magadum for respondent would submit that 50% of the amount i.e., ₹.5,25,000/- has already been paid. It is stated that the balance of ₹.5,25,000/- shall be paid on or before 15.01.2026. It is also stated that the agreement arrived at is in full and final settlement of all the claims.

7. The memorandum of settlement arrived at between the parties is placed on record.



8. The appeal stands disposed of in terms of the settlement arrived at by the parties.

9. The Registry is directed to refund admissible court fee in terms of Section 66 of Karnataka Court Fees and Suits Valuation Act, 1958.

**Sd/-
(S G PANDIT)
JUDGE**

**Sd/-
(GEETHA K.B.)
JUDGE**

SH
Ct-cmu
LIST NO.: 1 SL NO.: 3