



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF APRIL, 2025

PRESENT

THE HON'BLE MR JUSTICE KRISHNA S DIXIT

AND

THE HON'BLE MR JUSTICE RAMACHANDRA D. HUDDAR

WRIT PETITION NO. 34248 OF 2024 (GM-RES)

BETWEEN:

M/S HILL LAND PROPERTIES AND DEVELOPERS,
NO.22/1, MILLER TANK BUND ROAD,
KAVERIYAPPA LAYOUT,
VASANTH NAGAR, BENGALURU-560 052.
REPRESENTED BY ITS PROPRIETOR,
MR. YOUSUF SHARIFF @ D BABU.

...PETITIONER

(BY SRI. PAWAN KUMAR M N., ADVOCATE)

AND:

CASA GRANDE GARDEN CITY BUILDERS PVT. LTD.,
(A COMPANY INCORPORATED UNDER THE
COMPANIES ACT, 1956)
SALMA BIZHOUSE, NO.34/1, 3RD FLOOR,
T-1 & T-2, MEANEE AVENUE ROAD,
ULSOOR ROAD, NEAR ULSOOR LAKE,
BENGALURU-560 042.
REPRESENTED BY ITS DIRECTOR,
MR. SATHISH C G

...RESPONDENT

(BY SRI.AJESH KUMAR S., ADVOCATE FOR R1)

THIS WRIT PETITION IS FILED UNDER ARTICLE 227 OF
THE CONSTITUTION OF INDIA, PRAYING TO SET ASIDE THE
EMAIL COMMUNICATION DATED 13.11.2024 SENT BY THE
ARBITRAL TRIBUNAL COMPRISING OF SOLE ARBITRATOR
WHEREBY THE CLAIM OF THE PETITIONER IN A.C NO-786/2024
IS TERMINATED AND DECLARING THAT THE CLAIMANT
FORFEITS THE RIGHTS TO CONTEST THE COUNTER CLAIM

Digitally
signed by
CHETAN B C
Location:
HIGH COURT
OF
KARNATAKA



FILED BY RESPONDENT HEREIN IN AC NO-789/2024 AT ANNEXURE-L AND CONSEQUENTLY RESTORE THE CLAIM OF THE PETITIONER IN AC NO-786/2024 AND RESTORE THE RIGHT OF THE PETITIONER TO CONTEST THE COUNTER CLAIM FILED BY THE RESPONDENT HEREIN A.C NO-786/2024 PENDING BEFORE THE ARBITRAL TRIBUNAL COMPRISING OF SOLE ARBITRATOR AS REQUESTED BY THE PETITIONER VIDE EMAIL DATED 13.11.2024 AT ANNEXURE-M IN THE INTEREST OF JUSTICE AND EQUITY.

THIS WRIT PETITION, COMING ON FOR ORDERS THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR JUSTICE KRISHNA S DIXIT
AND
HON'BLE MR JUSTICE RAMACHANDRA D. HUDDAR

ORAL ORDER

(PER: HON'BLE MR JUSTICE KRISHNA S DIXIT)

Both the sides have knowledgeably, voluntarily and amicably settled the *lis* between them and accordingly, they have moved application under Order XXIII Rule 3 read with Section 89 of the Code of Civil Procedure, 1908 and also read with Article 226 of the Constitution of India & Rule 38 of the Karnataka High Court Writ Proceedings Rules, 1977, reporting settlement. The Joint Affidavit supporting the Compromise Application reads as under:

"JOINT AFFIDAVIT

I, Yousif Sheriff @ D. Babu, aged about 57 years, having Office at 22/1, Kaverappa Layout, HMillers Tank Bund Road, Vasanthnagar, Bengaluru - 560 052, the Sole Proprietor



of the Petitioner, I, Bhaskar L., the Authorised Signatory of the Petitioner herein, aged about 35 years, having office at Salma Bizhouse, No.34/1, 3rd Floor, T-1 & T-2, Meanee Avenue Road, Ulsoor Road, Bengaluru 560042 of the Respondent Company do hereby solemnly state and affirm on oath as follows:

1. *That the present Petition was filed at the behest of the Petitioner – Hill Land Properties and Developers seeking to set aside the email communication dated 13/11/2024 sent by the Arbitral Tribunal comprising of Sole Arbitrator in A.C. No. 786/2024.*

2. *That the Petitioner and Respondent jointly and severally submit that, after consulting their legal counsel, and advisors, they have entered into the below mentioned terms of Settlement, vis-a-vis the subject matter:*

a. *The Petitioner has acknowledged the receipt of sum of INR.49,50,000/- (Forty-Nine Lakhs Fifty Thousand Only) paid by the Respondent on **21.04.2025** vide **2 Cheque Nos. 004287 and 004288**, drawn on **Bank of Baroda M.G., Road Bengaluru** in full and final settlement of all claims.*

3. *That the Respondent withdraw each and every allegation, accusations and complaints made in various communications, Legal Notices, Reply, Rejoinder, Pleadings made in the instant case on the basis of the Agreements and various Petitions filed before various Courts in the instant matter, A.C. No. 786/2024 before the Arbitral Tribunal, M.A. No. 19/2024 pending before the Addl. City Civil and Sessions Judge, Bengaluru, CMP No.105/2023 pending before the Hon'ble High Court of Karnataka.*

4. *That the Respondent herein confirms and agrees that the immovable property which is the subject matter of the Sale Deed Registration No. 1748/2021-22, dated 11/06/2021 and registered at SRO, Jayanagar, Bengaluru in regards to the Property measuring to an extent of 8 Acres 36 Guntas comprised in Survey No. 61, situated at Gottigere Village, Uttarahalli Hobli, Bengaluru South Taluk, Bengaluru District, is the absolute property of the Claimant herein and the Respondent has no right, title or interest therein and the Respondent shall ensure that the Claimant has a valid title thereto.*

5. *That the Petitioner has now handed over the two posted original cheques dated 19.03.2022 bearing Nos.004055 and 004082 to the Respondent. On making the payment mentioned in this MOU, these two cheques become invalid and not enforceable.*



6. *The Parties shall cooperate with each other and act in good faith and trust to ensure that the letter and spirit of the instant Settlement dated 21/04/2025 is given effect to.*

7. *The Parties rights and obligations shall be and arise from only and to the extent of what is stated herein and therefore give up all claims against each other.*

8. *In light of the above Settlement between the Parties, the Parties herein most respectfully pray that this Hon'ble Court be pleased to pass suitable Orders to terminate the proceedings in the instant matter in view of the Settlement arrived at between the Parties.*

Wherefore the Parties most respectfully pray that this Application along with the Joint Affidavit be taken on record in view of the amicable settlement between the Parties herein and this Hon'ble Court be pleased to pass further Orders by holding that the Parties shall be solemnly bound by the terms supra and that this Hon'ble Court be pleased to pass such Orders and further Orders in the interest of Justice and Good Conscience.

PETITIONER
*Hill Land Properties
And Developers
Represented by Yousif Sheriff @ Babu*

RESPONDENT
*Casa Grande Garden City
Builders and Developers
Represented by its Authorised Signatory*

ADVOCATE FOR PETITIONER ADVOCATE FOR RESPONDENT
BENGALURU
DATED:24/04/2025"

2. Both the advocates appearing for both the sides identified the parties concerned and their signatures appearing on the affidavits as well. The Joint Affidavit also bears the signatures of learned advocates appearing for the parties.

3. The Memorandum of Understanding dated 21.4.2025 whereby, the *lis* is put to an end by way of amicable settlement reads as under:



"MEMORANDUM OF UNDERSTANDING TOWARDS FINAL SETTLEMENT"

This **Memorandum of Understanding ("MOU")** is made on this **21st** Day of **April, 2025** at Bengaluru.

BETWEEN

M/s. HILL LAND PROPERTIES AND DEVELOPERS [PAN: AMZPS5132L], having its office at No. 22/1, Miller Tank Bund Road, Kaveriyappa Layout, Vasanthnagar, Bengaluru – 560052, represented by its Proprietor **Mr. YOUSUF SHERIFF @ D. BABU**, S/o. Mr. Mohammed Dastagir Sheriff [Aadhar No. 732540059643] and hereinafter referred to as the "**Hill Land**" (which expression shall unless it is repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, representatives and assigns) of the **FIRST PART**;

AND

M/s. CASA GRANDE GARDEN CITY BUILDERS PRIVATE LIMITED [PAN: AAGCC1577R], a company registered under the Companies Act, 1956 having its registered office at Salma Bizhouse, No. 34/1, 3rd Floor, T-1, T-2, Meane Avenue Road, Ulsoor Road, Near Ulsoor Lake, Bengaluru – 560042, represented by its authorised signatory **Mr. BHASKAR L**, S/o. Mr. Lakshman aged about 34 years and hereinafter referred to as the "**Casa**" (which expression shall unless it is repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, representatives and assigns) of the **SECOND PART**.

Hill Land and Casa are hereinafter collectively referred to as the "Parties" and individually as "Party".

WHEREAS,

- A. The First Part has executed a sale deed to and in favour of the Second Part vide Sale Deed Registration No. 1748/2021-22, dated 11/06/2021 and registered at SRO, Jayanagar, Bengaluru in regards to the Property measuring to an extent of 8 Acres 36 Guntas comprised in Survey No.61, situated at Gottigere Village, Uttarahalli Hobli, Bengaluru South Taluk, Bengaluru District, which is more fully described in the Schedule hereunder and hereinafter referred to as the **Schedule Property** for a sale consideration of Rs. 106,75,00,000/- (Rupees One Hundred Six Crores Seventy-Five Lakhs only) and the entire sale consideration was paid in full and the same had been acknowledged by the First Part.



- B. Due to the concerns arose between the Parties, there are multiple cases/litigations filed against each Party. The Parties had understood that without settling the issues and disputes raised by them, there will be no end to the litigations. Further the Parties have considered the benefits that the Parties would be benefitted by way of this terms of compromise. The long-drawn litigations have not yielded decisive results or benefits to the Parties and hence mutual terms of compromise have been arrived and effected as recorded by this MOU.*
- C. Under the above circumstances, the First Party and the Second Party has discussed and mutually agreed for the settlement of claims.;*
- D. Now, both the Parties have mutually arrived at an amicable settlement and agreed to withdraw all the proceedings pending before all the forums as:*
- i. The First has agreed to withdraw the Writ Petition filed against the Second Part in W.P. No. 34248/2024 and CMP 105/2023 before the Division Bench, High Court of Karnataka.*
 - ii. The First Part and Second Part has agreed to withdraw the case and claims filed against each other in Arbitration Proceedings in Arbitration Case No.786/2024 before the Arbitral Tribunal of Justice Anand Byra Reddy (Retired), at Bengaluru.*
 - iii. The First Part has agreed to withdraw the case filed against the Second Part in M.A. No. 19/2024 before the CCH-25 Additional City Civil and Sessions Judge, Bengaluru.*

Accordingly, the parties have discussed and arrived at final terms of settlement as recorded hereunder.

NOW THIS MOU WITNESSESETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1. The Second Part has paid a sum of **Rs.49,50,000/-**(Rupees Forty-Nine Lakhs Fifty Thousand only) to the First Part vide **two Cheque Nos. 004287 and 004288** dated **21.04.2025** Drawn on Bank of Baroda MG Road Bengaluru towards TDS towards interest for delay payment for the Sale consideration.**
- 2. The Second Part undertakes to complete the following actionable on the date of execution of this MOU as:**
 - a. The Parties shall execute a Memo of Compromise against the pending cases and the same shall be filed before the respective Courts through their Counsels on records in the following cases:**
 - i. W.P.No.34248/2024 and CMP 105/2023 before the Division Bench, High Court of Karnataka.**



- ii. *Arbitration Case No.786/2024 before the Arbitral Tribunal of Hon'ble Justice Mr. Anand Byra Reddy (Retired), at Bengaluru.*
- iii. *M.A.No.19/2024 before the CCH-25 Additional City Civil and Sessions Judge, Bengaluru.*
- b. *The First Part has agreed to return the two post-dated cheques dated 19.03.2022 bearing cheque nos. 004055 and 004082 to the Second Part. On making the payment mentioned in this MOU, these two cheques become invalid and not enforceable.*
3. *The Parties herein hereby mutually declare and confirm that with the above-mentioned payment and filing of the Memo of Compromise, all the claims against each other are amicably settled and both the Parties have no other claims against each other.*
4. *The Parties herein hereby confirm and declare that there are no other cases/litigations/claims against each other.*
5. *If there arises any contradictions or differences from and out of the earlier executed/registered documents, this MOU will prevail over all other documents.*
6. *The Second Part is released and absolved from any further payments, claims or demands, excepting the payment of Compromise amount as per the terms of this MOU.*
7. *The Parties agree with each other to unconditionally co-operate by appearing before the court in person or through their counsel, executing affidavits, documents or doing such other acts as required by the Court from time to time to withdraw/quash all the pending litigations (even if anything, left to be mentioned herein). The Parties shall do all such deeds and things as required for the fulfillment of all of their obligations undertaken under this MOU.*
8. *The First Part confirms and ratifies the absolute validity of the sale deed executed in favour of the Second Part.*
9. *This MOU is intended to bind and benefit the Parties, their agents, legal representatives, assigns, and successors in interest. It is also agreed neither Party shall initiate any civil action or lodge any criminal complaint against each other as there is no cause of action or reservation of rights relating to any issues/claims or demands with respect to the Schedule Property.*



10. *All the Parties ("disclosing party") agree and undertake not to directly or indirectly divulge, disclose or reveal to any third party any confidential information pertaining to this MOU or the disputes with respect to the Schedule Property.*
11. *In the event of any of the Parties committing any breach of any of the terms of this Agreement, then the party in default shall be liable to make good to the other party all losses and damages suffered on account of the default. That all the covenants/conditions of this MOU have been read over and fully explained to all the signatories to this MOU/settlement, in the presence of the below signed Witnesses and the said signatories, after due understanding, have in consultation fully examined and considered the said terms and conditions and have given their free consent at their will without any force, coercion and/or inducement.*
12. *The Parties shall drop all the allegations, claims, demands and objections which are raised and contested in the said proceedings. No further legal proceedings shall be preferred by the Parties upon such closure of the present proceedings as per terms of this Compromise.*
13. *The Parties acknowledge that the terms of this MOU shall be the full and final settlement of all claims and demands on any ground whatsoever.*
14. *The terms of this settlement/Compromise shall stand irrevocable, unassailable, final and absolute. The parties confirm that there are no remaining issues which have to be settled between the parties.*
15. *The parties confirm that they have no claims or demands against each other on any ground or reason and the terms enshrined in this MOU shall finally prevail between the parties, fully and finally settling all issues, claims and demands of the said parties since the First Part has sold the property on as is where is basis, hence no liability shall arise.*
16. *The parties confirm that they have no claims or demands against each other on any ground or reason and the terms enshrined in this MOU shall finally prevail between the parties, fully and finally settling all issues, claims and demands of the said parties.*
17. *Notice: Any notice or communication to be given under this MOU shall be in writing and be sent to the address of the concerned Party as mentioned hereinabove, as varied by any prior written notice intimating a new/alternate address. All such notices or communications shall be served through registered post with acknowledgment due or through courier service of repute or through hand delivery, in all cases with*



due acknowledgment of receipt in writing. A Notice shall be considered to have been duly served upon the other Party on the date on which it is actually received by the other Party, or the delivery of the same is refused by the other Party.

18. *Amendment: No modification or amendment to this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties hereto.*
19. *Assignment: Either Party shall not assign or transfer any of its rights, liabilities, or obligations under this MOU to any third party without the prior written consent of other Party.*
20. *Supersession: This MOU constitutes the full and final understanding between the Parties hereto and supersedes all oral and written agreements between the Parties hereto.*
21. *Waiver: No waiver of any breach of any provision of this MOU shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.*

SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL of undeveloped Residentially converted land bearing Survey No.61 measuring 8 Acre 36 Guntas (Duly converted for residential purpose vide Conversion Order bearing No. VG/PUC/JD/(BST)/CR/38/2007-08, Dated 05/06/2013 issued by Deputy Commissioner, Bangalore Urban District, Bangalore), situated at Gottigere Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore District, and bounded on the:

*East by : Land bearing Sy.No.60 and 132;
West by: Road connecting from Himagiri Meadows layout and
Land bearing Sy.No.43,44,45 and 130;
North by: Land bearing Sy.No.45 and 60;
South by; Road and Remaining Land in Sy.No.61.*

IN WITNESS WHEREOF *the Parties hereto have executed this MOU in duplicate on the day, month and year first herein above mentioned.*

For M/s. HILL LAND PROPERTIES AND DEVELOPERS

Proprietor



*For M/s. CASA GRANDE GARDEN CITY BUILDERS PRIVATE
LIMITED
Authorised Signatory*

Witnesses:

*1. Anand M,
No.23, Salma Bizhouse,
Meane Avenue Road,
Bangalore.*

*2. Salman Khan,
13/1, Millers Road,
Kaveriappa Layout,
Vasanth Nagar,
Bangalore-52."*

4. A perusal of the Joint Affidavit and MOA *prima facie* shows that the settlement is in the best interest of the parties and there is no fraud or the like that has influenced the decision making concerning the settlement in question. We do not see any legal or factual impediment for recording the settlement and accordingly, disposing off this writ petition by setting the order of the Tribunal.

In terms of the above, the pending A.C.No.786/2024 from which this petition arises and this petition as well, are disposed off.

Learned advocate for the respondent when asked specifically submits that no fees are due to the arbitrator. Learned advocate appearing for the petitioner hastens to



submit that no part of the fee is repayable by the arbitrator to his client.

Both the sides are directed to deposit a sum of Rs.1,50,000/- each (Rupees One Lakh Fifty Thousand) only, in the Registry within two weeks of this Court and the said amount to be handed to learned Mediator Mr.A.Shankar, Senior Advocate, Bangalore.

Costs made easy.

**Sd/-
(KRISHNA S DIXIT)
JUDGE**

**Sd/-
(RAMACHANDRA D. HUDDAR)
JUDGE**

cbc
List No.: 1 Sl No.: 24