



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF JUNE, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MR. JUSTICE VENKATESH NAIK T

COMMERCIAL APPEAL NO.41 OF 2025

BETWEEN:

ATLANTA LIMITED
A COMPANY INCORPORATED UNDER
THE COMPANIES ACT, 1956
HAVING ITS OFFICE EARLIER AT:
SHREE AMBA SHANTI CHAMBERS
OPP. HOTEL LEELA KEMPINSKI
ANDHERI-KURLA ROAD, ANDHERI EAST
MUMBAI-400 059 AND NOW AT
501, SUPREME CHAMBERS
OFF VEERA DESAI ROAD
ANDHERI (WEST)
MUMBAI-400 053
REPRESENTED BY ITS AUTHORISED SIGNATORY
MR. RAJHOO A. BAROT.

...APPELLANT

(BY SRI ARVIND KRISHNA G., FOR SRI MANEESHA KONGOVI, ADVOCATES)

AND:

SJR INFRASTRUCTURE PRIVATE LIMITED
A COMPANY INCORPORATED
UNDER THE COMPANIES ACT, 1956
HAVING ITS REGISTERED OFFICE AT
SJR PRIMUS, 7TH AND 8TH FLOORS
KORAMANGALA 7TH BLOCK
BENGALURU-560 095
REPRESENTED BY ITS CHAIRMAN
MR. S. JAYARAMA REDDY.

...RESPONDENT

(BY SRI G.V. SUDHAKAR, ADVOCATE)

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THIS COMMERCIAL APPEAL IS FILED UNDER SECTION 13(1A) OF THE COMMERCIAL COURTS ACT, 2015, READ WITH ORDER 41, RULE 1 OF CODE OF CIVIL PROCEDURE, 1908, PRAYING TO SET ASIDE THE JUDGMENT AND DECREE DATED 7-11-2024 PASSED IN COM.OS NO.6411 OF 2011 ON THE FILE OF THE LXXXIV ADDITIONAL CITY CIVIL AND SESSIONS JUDGE (CCH-85), AT BENGALURU AND ETC.

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

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE VENKATESH NAIK T

ORAL JUDGMENT

(PER: HON'BLE MRS. JUSTICE ANU SIVARAMAN)

This appeal is preferred against the judgment and decree dated 07.11.2024 passed by LXXXIV Additional City Civil and Sessions Judge (CCH-85) (Commercial Court), Bengaluru, in O.S.No.6411/2011.

2. It is submitted that the learned counsel appearing for the parties have resolved the differences between them and have settled the matter. The parties/authorized representatives of the parties are also present before the Court and are duly identified by their respective counsel.



3. The terms of settlement read as follows:

"13. The Appellant agrees to pay to the Respondent, and the Respondent agrees to accept, a sum of INR 3,00,00,000/-(Rupees Three Crore Only) out of which a sum of INR 2,94,00,000/- (Rupees Two Crore Ninety Four Lakh Only) is paid by way of Demand Draft dated 25.06.2026 drawn on YES Bank, Andheri (E) Branch, in favour of the Respondent with the balance amount of Rupees INR 6,00,000/- (Rupees Six Lakh Only) being deposited as Tax Deducted at Source which shall be duly deposited in the Permanent Account Number of Respondent within 45 days from the date of filing of this Compromise Petition. The original Demand Draft dated 25.06.2026 is handed over to the Respondent in open Court at the time of consideration of the present Compromise Petition by this Hon'ble Court. A copy of the said Demand Draft is produced as Document No.1 hereto.

14. In addition, the Parties agree that the Respondent shall be entitled to the sum of INR 1,00,00,000/- deposited by the Appellant before the Hon'ble Bombay High Court pursuant to Order dated 03.05.2011 passed in Appeal (Lodg.) 275/2011. The Parties further agree that the Respondent will be entitled to any interest accumulated on the deposit of INR 1,00,00,000/- or any portion thereof.

15. The Respondent accepts the aforesaid monies as full and final settlement of all claims and demands against the Appellant - past, present, future and foreseeable and unforeseeable. No claim, demand, dispute or due of the Respondent in relation or arising out of any contractual relationship with the Appellant subsists. The Respondent withdraws all accusations and allegations against the Appellant, relinquishes and waives all claims, contentions and remedies against the Appellant and discharges and releases the Appellant from all liabilities and obligations. No more monies are payable and owed by the Appellant to the



Respondent or anyone claiming through or under it including to any of its partners, representatives, legal heirs, corporate assigns.

16. The Appellant hereby expressly consents and waives all objections to the withdrawal by the Respondent of the sum of INR 1,00,00,000/- deposited by the Appellant before the Hon'ble Bombay High Court pursuant to Order dated 03.05.2011 passed in Appeal (Lodg.) 275/2011, including any portion thereof that may have been transferred to a different court pursuant to the Order dated 08.06.2011 passed in the aforesaid Appeal. The Respondent has already withdrawn the amount of Rs.80,00,000/- (Rupees Eight Lakhs Only) out of amount of 1,00,00,000/- as per order passed in Appeal (Lodg.) 275/2011. The Respondent is at liberty to withdraw the remaining amount of Rs.20,00,000/- along with accrued interest from the Civil Court in O.S No.6411/2011 or any other civil court if the amount has been transferred as per order passed in Appeal (Lodg.) 275/2011. If the amount of Rs.20,00,000/- is not yet transferred from the High Court of Judicature at Bombay, the Respondent at liberty to withdraw the amount of Rs.20,00,000/- along with accrued there only from the High Court of Judicature at Bombay in Company Petition No.419/2010 or in Appeal (Lodg.) No.275/2011 or any other court.

17. The Respondent further agrees that the Bank Guarantee bearing No. 022BG03260650001 dated 06.03.2026 issued by Yes Bank Ltd., Bangalore Branch for a sum of INR 5,00,00,000/- shall stand discharged in view of the present compromise. The Respondent expressly consents and waives any objection to the original of the said Bank Guarantee being returned duly discharged to the Appellant or Yes Bank Ltd., as the case may be.

18. The parties waive any and all objections to any refund of court fee paid by the respective parties in the present Appeal or the Suit.



19. The Respondent represents that it has not initiated any proceedings seeking execution of the impugned Judgment (with the exception of Com. Ex. 481/2025) or obtained any orders against the Appellant in any such proceedings.

20. The Parties hereto agree, confirm and declare that the terms of the present Compromise Petition are final, binding on and inure to the benefit of the Parties hereto, including their respective parent / affiliate / group companies, directors and shareholders and employees, successors-in-interest, executors, administrators and permitted assignees, etc.

21. The Parties further agree, confirm and declare that the present settlement has been arrived at and this Compromise Petition has been filed out of their own free will and volition and only after obtaining necessary legal advice from their respective advocates / legal counsels, and that neither Party has been subject to any kind of coercion, duress or undue Influence of any kind whatsoever.

22. The present Compromise Petition is executed on behalf of the Appellant by Ms. Shraddha Mohite, its Manager (Legal). Ms. Mohite has been authorised to represent the Appellant, and present and execute the present Compromise Petition vide Board Resolution dated 17.06.2026 passed by the Appellant, true copy of which is produced as Document No. 2 hereto. Similarly, the Respondent is represented by Mr.S. Jayarama Reddy, who has been authorised for the identical purposes vide Board Resolution dated 25/06/2026 passed by the Respondent, true copy of which is produced as Document No. 3 hereto.

23. The Parties confirm and declare that they shall be bound by the terms of the settlement recorded in this Compromise Petition and that they shall not take any step that is in derogation of the mutual obligations set out herein."



4. It is further submitted that a Demand Draft for a sum of Rs.2,94,00,000/- (*Rupees Two Crores Ninety Four lakhs only*), drawn on Yes Bank in favour of the respondent, is made available today by the appellant.

5. The compromise petition is taken on record. Accordingly, the appeal is ***disposed of*** in terms of the compromise.

5. The Registry shall draw up the decree in terms of the compromise. The Court fee, as applicable, shall be refunded to the appellant on proper identification.

6. In terms of the compromise entered into between the parties, the Bank Guarantee furnished by the appellant before this Court shall stand discharged.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(VENKATESH NAIK T)
JUDGE**

AM
List No.: 1 Sl No.: 8