



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 2ND DAY OF APRIL, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

REGULAR FIRST APPEAL NO. 732 OF 2025 (RES)

BETWEEN:

SRI NARAYANA SWAMY,
AGED ABOUT 50 YEARS,
S/O. LATE SRI KARISHNAPPA,
R/AT FLAT NO.14 'A', I 'B' CROSS,
SRI VENKATESHWARA LAYOUT,
MAHADEVAPURA,
BENGALURU - 560 048.

...APPELLANT

(BY SRI PATTABI C, ADVOCATE)

Digitally signed
by ARSHIFA
BAHAR KHANAM

Location: HIGH
COURT OF
KARNATAKA

AND:

SHRI SOMANCHI UMA MAJHESWARA RAO,
S/O. SHRI SOMANCHI KRISHNA MURTHY,
AGED ABOUT 55 YEARS,
R/AT NO.8614,
ARGENTINE WAY,
PLANO,
TEXAS - 75024 USA.

REP. BY HIS POWER OF ATTORNEY HOLDER.

MRS. SRIRANGAM RADHA RAMANI,
AGED ABOUT 55 YEARS,



W/O. DR.S.V.G KRISHNA SASTRY,
FLAT NO. 14061, BLOCK-14, TIMARU,
PRESTIGE WELLINGTON PARK APARTMENT,
NEAR GANGAMMA CIRCLE,
IAF MAIN ROAD, JALAHALLI,
BENGALURU - 560 013.

...RESPONDENT

(BY SRI ARFATUL AZAM, ADVOCATE)

THIS RFA IS FILED UNDER SEC.96 OF CPC, TO SET
ASIDE THE JUDGMENT AND DECREE DATED 4TH OF DECEMBER
2024 IN O.S. NO.6383/2013 PASSED BY LEARNED XXXV
ADDITIONAL CITY CIVIL AND SESSIONS JUDGE AT
BANGALORE (CCH-36) AND ALLOW THIS APPEAL BY PASSING
JUDGMENT AND DECREE BY DISMISSING THE SUIT FILED BY
THE RESPONDENT/PLAINTIFF.

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

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL



ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL)

This appeal is filed challenging the judgment and decree dated 04.02.2024 passed in O.S.No.6383/2013 by XXXV Additional City Civil and Sessions Judge, Bengaluru.

2. During the pendency of this appeal, the matter was referred to the mediation drive in the High Court of Karnataka.

3. Learned counsel for the appellant as well as learned counsel for the respondent submit that the matter is amicably settled between the parties in the mediation process and the mediation report along with the memorandum of settlement is placed before us.

4. The terms of memorandum of settlement reads as under:

"MEMORANDUM OF SETTLEMENT UNDER SECTION 89 OF CPC READ WITH RULES 24 AND 25 OF THE KARNATAKA CIVIL PROCEDURE (MEDIATION) RULES, 2005.



- I. *The Appellant has filed above appeal challenging the judgment dated 04.02.2024 passed by XXXV Additional City Civil and Sessions Judge, Bengaluru City (CCH-33) in O.S.No. 6383/2013 for declaration, possession and mandatory injunction for suit schedule property.*
- II. *The aforesaid Appeal was referred to mediation for resolving the dispute between the parties. During the course of mediation, the Appellant is represented by GPA Holder Smt. B. Saritha and the Respondent along with their respective counsel were present in the mediation process. Both the parties after a thorough discussion with the able assistance of their respective Advocates have resolved their disputes and have agreed to the following terms and conditions :*
 1. *In view of this settlement the Appellant has agreed to pay an amount of Rs.65,50,000/- (Rupees Sixty Five Lakhs Fifty Thousand only) in total to the Respondent as full and final settlement to the issues that they had with regard to the suit schedule property, to which the Respondent has agreed. The mode of payment is as follows :*
 - a) *The Appellant is paying a sum of Rs.40,00,000/- (Rupees Forty Lakhs Only) through three*



demand drafts in favour of Sri. Uma Maheshwara Rao Smanchi, details of which as follows :

- (i) Demand draft bearing No.611911 dated 19.02.2026 drawn on State Bank of India, Mathikere Branch, Bengaluru for an amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only)*
- (ii) Demand draft bearing No.895913 dated 08.01.2026 drawn on Canara Bank, Gokula Branch, Bengaluru for an amount of Rs.17,00,000/- (Rupees Seventeen Lakhs Only)*
- (iii) Demand draft bearing No.000234 dated 08.01.2026 drawn on IDBI Bank, Yeshwanthpura Branch, Bengaluru for an amount of Rs.3,00,000/- (Rupees Three Lakhs Only)*

The aforesaid demand drafts has already been handedover to the Respondent herein receipt of which the Respondent has acknowledged.

- b) The Appellant shall pay an amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) to the Respondent on or before 31st of March 2026 through online transfer/demand draft.*



- c) The balance amount of Rs.50,000/- (Rupees Fifty Thousand Only) will be paid by the Appellant to the Respondent before the Sub-Registrar at the time of executing the confirmation deed confirming the suit schedule B property in favour of the Appellant/Defendant or his Power of Attorney Holder Smt. B.Saritha W/o Sri.Nageshwar Naidu.*
- 2. In the event of the Appellant fails to honour this agreement and fails to pay the balance of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) on or before 31st of March 2026. The Respondent will forfeit Rs.15,00,000/- (Rupees Fifteen Lakhs Only) towards legal proceedings and other expenses from the paid out amount of Rs.40,00,000/- (Rupees Forty Lakhs Only) and remaining Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) returned by the Respondent to the Appellant without interest for which the parties have agreed.*
- 3. Both the parties state that apart from the above mentioned amount they have no further claims of whatsoever manner.*
- 4. The parties further state that there has been no collusion or force, fraud or any undue influence by any of the parties to enter into this into this compromise in the aforesaid manner.*



5. Both the parties agree to appear before the court with their proof of identity to enable the Hon'ble Court to record this settlement.

III. In view of the aforesaid agreement entered into between the parties, the parties pray that this Hon'ble High Court be pleased to pass appropriate orders in terms of this agreement.

IV. Parties shall appear before the Hon'ble High Court for passing necessary orders in terms of the agreement whenever the matter is listed before the Hon'ble Court.

Sd/-
Appellant
Rept. By GPA Holder Smt. Saritha

Sd/-
Respondent

Sd/-
Advocate for
Appellant

Sd/-
Advocate for
Respondent

SCHEDULE "A" PROPERTY

All the piece and parcel of property bearing House Site No.14, Khata No.553/14, situated at Mahadevapura, K.R.Puram Hobli, Bengaluru South Taluk, Bengaluru measuring East to West 30 feet and North to South 40 feet and bounded on the

East by : Private Property
West by : House Site No.13
North by : 20 Feet Road
South by : House Site No.15



The disputed area herein is to the Eastern side of the above said schedule property with the details as below :

SCHEDULE "B" PROPERTY

All the piece and parcel of the Eastern side of Schedule property measuring East to West 13.8 feet on the Northern side and East to West -17 feet on the Southern Side and North to South 40 feet, in total measuring 721 Sq.ft. and bounded on the

East by : Private Property
West by : Remaining portion of the Respondent's Property
North by : Road
South by : House Site No.15

VERIFICATION

We, the parties above named do herby solemnly state and declare that what is contained in paragraphs I to IV are true to the best of our knowledge, belief and information."

5. The General Power of Attorney holder of the appellant and the respondent are present before the Court and they are identified by their respective counsels. We have interacted with the parties and they submit that the matter is settled and the memorandum of settlement is prepared as per their instructions in the mediation process and they seek to dispose of the appeal in terms of memorandum of settlement.



6. We have perused the terms of memorandum of settlement, they are in accordance with law and are not opposed to public policy.

7. The memorandum of settlement is placed on record.

8. In view of the aforesaid settlement, the appeal is ***disposed of*** in terms of the memorandum of settlement.

Registry to draw the decree in terms of the memorandum of settlement.

In view of disposal of the main appeal, pending applications, if any, do not survive for consideration.

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

**Sd/-
(VIJAYKUMAR A. PATIL)
JUDGE**