



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 2ND DAY OF MARCH, 2026

BEFORE

THE HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

REGULAR FIRST APPEAL NO. 1070 OF 2022 (SP)

BETWEEN:

M/S KIRTI SERVICE STATION
A REGISTERED PARTNERSHIP FIRM
HAVING ITS OFFICE AT
NO 2, NEW MISSION ROAD
BENGALURU 560027
REP. BY ITS PARTNERS

1. SRI B T MURALIDHAR
AGED 57 YEARS
S/O LATE T M THIMMEGOWDA

2. NALINI MURALIDHAR
AGED 51 YEARS
W/O B T MURALIDHAR

Digitally signed by
DHANALAKSHMI
MURTHY

Location: HIGH
COURT OF
KARNATAKA

(BY SRI. VIVEK B N, ADVOCATE FOR
SRI. ABHINAV RAMANAND A., ADVOCATE)

...APPELLANTS

AND:

1. THE CHURCH OF SOUTH INDIA
TRUST ASSOCIATION (CSITA)
A COMPANY INCORPORATED UNDER
THE INDIAN COMPANIES ACT
SYNOD SECRETARIAT, WHITES ROAD
ROYAPETTAH, CHENNAI 600014
REP. BY POWER OF ATTORNEY HOLDERS &



TREASURER AND SECRETARY
KARNATAKA CENTRAL DIOCESE
NO 20, 3RD CROSS, CSI COMPOUND
BENGALURU 560027.

2. M/S SIPANI ENERGY LIMITED
NO. 10/1, QUEENS ROAD
BENGALURU 560052
REP. BY ITS MANAGING DIRECTOR.
3. M/S TOTAL OIL INDIA LIMITED
HAVING ITS REGISTERED OFFICE AT
THE LEELA GALLERIA, 3RD FLOOR
ANDHERI KURLA ROAD
ANDHERI (EAST), MUMBAI-4000529.
REP BY ITS MANAGING DIRECTOR
AND HAVING ITS LPG DIVISION
CORPORATE OFFICE AT NO 138
RAHEJA PARAMOUNT, RESIDENCY ROAD
BENGALURU-560025

...RESPONDENTS

(BY SRI. NARAYANASWAMY K., ADVOCATE C/R1:
SRI. PRAKASH P R, ADVOCATE FOR R2:
SRI C N MAHADESWARAN, ADVOCATE FOR R3)

THIS RFA IS FILED UNDER SECTION 96 R/W ORDER 41
RULE 1 OF CPC., SEEKING TO CALL FOR THE ENTIRE
RECORDS IN OS.NO. 6732/2016 ON THE FILE OF THE LVI
ADDL. CITY CIVIL & SESSIONS JUDGE BENGALURU AND SET
ASIDE THE JUDGMENT AND DECREE DATED:16.02.2022
PASSED BY THE LVI ADDL. CITY CIVIL & SESSIONS JUDGE
BENGALURU, IN OS NO.6732/2016 ALLOWING THE PRESENT
APPEAL AND DECREE THE SUIT OF THE PLAINTIFF AND ETC.

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

CORAM: HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD



ORAL JUDGMENT

This appeal is filed by the plaintiffs under Section 96 r/w. Order XLI Rule 1 of Civil Procedure Code, challenging the judgment and decree passed in O.S.No.6732/2016 passed by the 56th Additional City Civil and Sessions Judge, Bengaluru.

2. The Plaintiffs filed a suit for specific performance of the contract in O.S.No.6732/2016 before the 56th Additional City Civil and Sessions Judge, Bengaluru. The suit came to be dismissed by judgment and decree dated 16.02.2022. Being aggrieved by the same, the plaintiffs have filed this appeal.

3. After service of notice from this Court, the parties have settled the matter and they have filed a compromise petition under Order 23 Rule 3 r/w. Section 151 of Civil Procedure Code. The compromise petition is signed by the parties. The Respondent No.1 has appeared through video conference and has been identified by the respective learned counsel and further he has also submitted that he



has no objection to the compromise petition. The other parties are present before this Court. They and their signatures are identified by their respective learned advocates. They state that they have entered into the settlement out of their own volition and without any duress from anybody and have settled the matter in terms of the compromise petition. The compromise petition is extracted below:

"The parties above named humbly submit as follows:

1. The present Appeal is filed challenging the Judgment and Decree dated 16.02.2022 passed by the LVI Addl. City Civil and Sessions Judge, Bengaluru in O.S.No.6732/2016 and the same was admitted by this Hon'ble Court on 14.12.2022.

2. At the intervention of well-wishers and friends, the parties herein have resolved all their disputes and differences in the following manner:

(a) The Plaintiff has sought for the relief of Specific Performance directing the 1st and the 2nd Respondents to execute a registered Lease Deed for a period of 11 years 10 months in terms of the registered Lease Deed dated 10.11.2004. The 1st



Respondent/1st Defendant has let out the suit Schedule Property in favour of the 2nd Respondent/2nd Defendant and the 2nd Respondent/2nd Defendant has made available the suit Schedule Property to the 3rd Respondent for establishing a LPG Retail Outlet. In consideration of the Appellant/Plaintiff giving up its right of Specific Performance, the 2nd Respondent undertakes to pay the Appellant/Plaintiff a sum of Rs.45,000/- p.m. (Rupees Forty five Thousand only) till expiry of the lease as fixed under the registered Lease Deed dated 01.08.2016.

(b) The payment of Rs.45,000/- p.m. (Rupees Forty Five Thousand only) shall be paid in favour of the Plaintiff Firm on or before the 10th day of every English Calendar month by RTGS/BANK Transfer or any other accepted electronic transfer to the Bank Account of the Plaintiff. The details of the Bank Account of the Appellant to which the said amount shall be remitted monthly is furnished hereunder:

<i>Bank Account No</i>	<i>:</i>	<i>008102000035705</i>
<i>Name of the Bank</i>	<i>:</i>	<i>IDBI Bank</i>
<i>Branch</i>	<i>:</i>	<i>Mission Road Branch</i>
<i>IFSC Code</i>	<i>:</i>	<i>IBKL0000008</i>
<i>MICR Code</i>	<i>:</i>	<i>560259002</i>

(c) The 2nd Respondent shall commence the



payment of the agreed amount of Rs.45,000/- (Rupees Forty Five Thousand only) under this compromise w.e.f. October, 2023 till the expiry of the lease as fixed under the registered Lease Deed dated 01.08.2016. It is made clear that the amount shall be in advance for that particular month.

(d) If there is a delay in making the above payment by the 2nd Respondent to the Appellant Firm, the 2nd Respondent shall pay interest @ 12% p.a. compounded monthly and the Appellant shall be at liberty to execute the present compromise decree against the 2nd Respondent for recovery of the amount agreed in the present compromise without putting the 2nd Respondent on notice.

(e) The Appellant has paid an advance amount of Rs.5,00,000/- (Rupees Five Lakhs Only) to the 1st Respondent/1st Defendant under the registered Lease Deed dated 10.11.2004. The 1st Respondent had agreed to refund the said advance amount to the Appellant by the way of DD/RTGS/NEFT on this day of compromise. If there is default in refunding the advance amount by the 1st Respondent, it shall be open for the Appellant Firm to get the present Appeal restored and seek Specific Performance directing the 1st and the 2nd Respondents to execute a registered Lease Deed for a period of 11 years 10 months from the date of its execution in



respect of the suit Schedule Property in terms of the registered Lease Deed dated 10.11.2004.

(f) The 2nd Respondent has paid a sum of Rs.1,80,000/- (Rupees One Lakh Eighty Thousand Only) for some urgent requirements of M/s Kirti Service station in last 1 year, M/s Kirti service station will adjust these amounts in the next one year.

3. After expiry of the lease period as contained in the registered Lease Deed dated 01.08.2016 in favour of the 1st and the 2nd Respondents, the Appellant shall also have the option to seek for letting out the suit Schedule Property in its favour on the terms and conditions mutually agreed between the Appellant and 1st Respondent.

4. The Appellant has issued several cheques in favour of Dolphin Motors (I) Ltd., which is a sister concern of the 2nd Respondent. Among various cheques issued by the Appellant in favour of Dolphin Motors (I) Ltd., following cheques are to the 2nd Respondent:

(a) Cheque bearing No.896703 to 896711 (9 in Nos.) totally for a sum of Rs.57,019/- (Rupees Fifty Seven Thousand Nineteen only), all cheques drawn on IDBI Bank, Mission Road Branch, Bengaluru.



(b) Cheque bearing No.896640 to 896670 (31 in Nos.) totally for a sum of Rs.57,019/- (Rupees Fifty Seven Thousand Nineteen only), all cheques drawn on IDBI Bank, Mission Road Branch, Bengaluru.

(c) Cheque bearing No.896588 to 896620 (33 in Nos.) totally for a sum of Rs.34,722/- (Rupees Thirty Four Thousand Seven Hundred Twenty Two only), all cheques drawn on IDBI Bank, Mission Road Branch, Bengaluru.

5. The 2nd Respondent who is in custody of the aforesaid cheques shall return all the said cheques to the Appellant on this day. In pursuance of the return of the aforesaid cheques, the 2nd Respondent shall have no claim whatsoever against the Appellant. Further, the 2nd Respondent has filed several criminal cases against the Appellant in relation to dishonour of various cheques issued by the Appellant in favour of Dolphin Motors (I) Ltd., which is now pending in Appeal before the LXXV Addl. City Civil & Sessions Judge at Bengaluru (CCH No.76) in CRL.A. Nos. 2010/2019, 2011/2019, 2012/2019, 2013/2019, 2014/2019, 2015/2019, 2020/2019, 2021/2019 and 2022/2019. In view of this compromise, all the said pending cases shall be withdrawn by the 2nd respondent and the liability cast upon the Appellant by virtue of the judgment passed in all the Criminal cases against the Order of



which the aforesaid Criminal Appeals are preferred shall be waived off.

6. Any cheques which may be in the custody of the 2nd Respondent or any of its sister concern or any of its individual names of person associated with above entities shall stand cancelled with immediate effect as neither the 2nd Respondent nor the sister concern or any person associated with the said entities have any manner of claim against the appellant or its partners individually.

7. The parties have agreed to bear own cost. The Appellant shall be entitled to refund of the entire Court Fee paid before this Court while instituting the present Appeal.

8. The parties have entered into the present compromise voluntarily and there is no threat or coercion or undue influence on any of the parties for settling the matter in terms of the present Compromise Petition.

WHEREFORE, the parties pray that this Hon'ble Court be pleased to direct the Registry to draw a decree in terms of the present Compromise modifying the decree granted by the LVI Addl. City Civil & Sessions Judge, Bengaluru (CCH No.57) in O.S.No.6732/2016, in the interest of justice and equity."



4. This Court, after being satisfied with the terms of the compromise petition, passes the following order:

- a) The appeal is disposed of in terms of the compromise petition.
- b) As per the compromise petition, the respondent No.1 handed over a Demand Draft bearing No.819191 dated 10.12.2025 drawn on Canara Bank, Bengaluru for a sum of Rs.5.00 lakhs to the appellants.
- c) The compromise petition filed under Order XXIII Rule 3 r/w. Section 151 of CPC is ordered to be treated as part and parcel of this order.
- d) The Registry is directed to draw the decree in terms of the compromise petition.
- e) The Registry is directed to refund the entire court fee in favour of the first appellant Sri B.T.Muralidhar, after due verification.

**Sd/-
(H.T. NARENDRA PRASAD)
JUDGE**