



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 16TH DAY OF MARCH, 2026

BEFORE

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

REGULAR FIRST APPEAL NO. 1135 OF 2022 (SP)

BETWEEN:

SRI. GANESHWAR S. L
S/O LATE L. SURENDRA
AGED ABOUT 45 YEARS
R/AT NO.14, II CROSS
GOPALAPPA LAYOUT, H.R.PALYA
BANGALORE-560 032.

...APPELLANT

(BY SRI. KRISHNA J. C., ADVOCATE)

AND:

SRI. K. A. THOMAS
S/O LATE K. V. ABRHAM
AGED ABOUT 63 YEARS
R/AT NO.886, A TYPE QUARTERS
II STAGE, AUSTIN TOWN
BANGALORE-560 047.

...RESPONDENT

(BY SMT. VINITHA P. C., ADVOCATE FOR C/RESPONDENT)

THIS RFA IS FILED UNDER SECTION 96 R/W ORDER XLI
RULE 1 OF CPC 1908 AGAINST THE JUDGMENT AND DECREE
DATED 31.03.2022 PASSED IN O.S.NO.3145/2020 ON THE
FILE OF THE XII ADDITIONAL CITY CIVIL AND SESSIONS
JUDGE, BENGALURU CITY, DECREERING THE SUIT FOR
SPECIFIC PERFORMANCE.

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

1. This regular first appeal has been filed by the appellant-defendant under Section 96 read with Order XLI Rule 1 of CPC, 1908, challenging the judgment and decree dated 31.03.2022 passed by the XII Additional City Civil and Sessions Judge, Bengaluru (CCH-27) (hereinafter referred to as 'Trial Court' for short).

2. The respondent-plaintiff filed a suit for specific performance of contract in O.S.No.3145/2020 before the Trial Court. The said suit came to be decreed by judgment and decree dated 31.03.2022. Being aggrieved by the same, the appellant-defendant is before this Court.

3. After service of notice by this Court, the parties have filed a compromise petition under Order XXIII Rule 3 read with Section 151 of CPC on 10.03.2026. The contents of the compromise petition is extracted herein below:



"COMPROMISE PETITION UNDER ORDER XXIII RULE
3 READ WITH SECTION 151 OF CPC FOR
RECORDING A COMPROMISE AND GRANTING
PERMISSION TO WITHDRAWAL OF SUIT

Appellant and Respondent jointly submits as follows:

1. The respondent being the agreement holder has obtained a Judgment and decree for specific performance on 31.3.2022 in O.S.No. 3145/2020 on the basis of the agreement dated 7.6.2000 executed by L. Surendra, the father of appellant. On demise of Appellant's father said L. Surendra without the knowledge of respondent he had got the sale deed executed from Bangalore Development Authority in his favor in respect of the schedule property on 6.5.2020 by a registered sale deed bearing No. BDA-1-00010-2020-21 stored in CD No. BDAD 569. On noticing discrepancy in the schedule appellant has got executed a rectification deed in his favour by BDA on 9.1.2023 by a registered rectification deed bearing No. 3406/2022-23 stored in CD No. BDAD 1246. On suffering the judgment and decree appellant has filed present appeal before this Hon'ble Court challenging the judgment and decree passed in O.S. No.3145/2020. Appellant suffering a decree, simultaneously has filed a suit against respondent in O.S.No. 26510/2023 for declaration before the IV



Additional City civil and Sessions Judge (CCH-21) Mayohall at Bangalore. The said suit was referred to mediation. During mediation it has come to light that appellant had executed registered sale agreement dated 14.11.2022 bearing registration No.10241 Book No.1-22-23 in favour of third party (K.Shekar) with respect to the very same schedule property for a consideration of Rs.10 Lakhs and also he has further borrowed Rs.5 Lakhs from third party in addition to the said Rs.10 Lakhs by giving cheques for security. As appellant did not perform his part of contract by executing the sale deed in favour of third party, he has filed Private Complaint against the appellant under section 138 of Negotiable Instruments Act in C.C. No. 72669/2024 before the 75-XIV Additional Chief Judicial Magistrate, Bengaluru and the same is pending for adjudication. Now appellant is intending to settle all the cases amicably with respondent and third party. As appellant is ready to execute the sale deed in favour of respondent with respect to the schedule property, he has agreed to cancel the registered sale agreement bearing No.10241 Book No.1/2022-23 executed by him in favour of third party. On getting the sale agreement dated 14.11.2022 cancelled, he has agreed to repay the sale consideration of Rs.10 lakhs as per the agreement along with the additional Rs.5 Lakhs which he has borrowed from the third



party, hence he has requested respondent to make the part payment of Rs.10 Lakhs in advance to get the agreement of sale cancelled by repaying the sale consideration of Rs.10 Lakhs as mentioned in the agreement of sale to third party and he has agreed after cancellation of agreement of sale obtaining a Nil encumbrance he would execute the absolute sale deed in favour of respondent on receiving further respondent Rs.10 Lakhs from respondent. On this understanding appellant and respondent along with third party the agreement holder entered into a Memorandum of Understanding/Triparte Agreement on 6.3.2026 on terms and conditions. On the basis of the said memorandum of understanding the appellant and respondent have agreed to file the compromise petition on the following terms and conditions.

TERMS AND CONDITIONS:

i. Appellant has agreed to execute registered sale deed in favour of respondent as per the judgment and decree passed in O.S.No.3145/2020 on or before 28.03.2026 on receiving the sale consideration of Rs.39 Lakhs. Out of the said Rs.39 Lakhs respondent has already paid sum of Rs.10 Lakhs as advance to the appellant at the time of cancellation of registered agreement of sale dated 14.11.2022 bearing No.



10241 Book No.1/2022-23 through bank transfer to appellant's Account No. No.15632413000505 Punjab National Bank Anand Nagar Bengaluru (RTGS) and the same has been acknowledged by the appellant and further respondent has agreed to transferred Rs.10 Lakhs to appellant's account by RTGS on the date of executing the registered sale deed in his favour. For the balance Rs.19 Lakhs respondent has handed over two post dated cheques to appellant to clear the balance in two instalments. The first installment of Rs.10 Lakhs cheque bearing No. 008605 dated 22.4.2026 drawn on Union Bank of India, Bettadasanpura Branch, Bangalore another cheque bearing No.008606 dated 21.5.2026 drawn on Union Bank of India, Bettadasanpura Branch, Bangalore.

ii. Appellant has agreed to withdraw the declaration suit filed against respondent in O.S.No. 26510/2023 pending before the IV Additional City Civil and Sessions Judge (CCH-21), Mayo Hall, Bangalore on 27.3.2026.

iii. The appellant has agreed to get the consenting witness of the third party/confirming party to the sale deed to be executed in favour of respondent with respect to the schedule property as he was the registered agreement holder by sale agreement



dated 14.12.2024 and on cancellation of the said agreement with respect to the schedule property.

iv. Appellant has agreed that he would hand over the No Objection Certificate which he had obtained from his family members at the time of getting the registered sale deed bearing No. BDA-1-00010-2020-21 stored in CD No. BDA D569 executed on 6.5.2020 by Bangalore Development Authority in his favour.

v. Appellant has undertaken that he would hand over all the original documents pertaining to the schedule property such as the registered sale deed bearing No. BDA-1-00010-2020-21 stored in CD No. BDA D569 executed by BDA, the registered rectification deed dated 9.1.2023 bearing No. BDA-1-03406-2022-23, cancellation of agreement of sale dated 14.11.2022, E-Katha, tax paid receipt and Nil encumbrance certificate.

vi. Appellant has undertaken that in the event any litigation persists with respect to the schedule property, he would indemnify respondent in all the way..

vii. Both appellant and respondent have mutually agreed to make the memorandum of understanding/ triparte agreement as part of this compromise



petition which is entered on 6.3.2026 among the parties including the third party to whom appellant had executed registered agreement to sell and further agreed to cancel the same.

Wherefore, both plaintiff/Respondent and defendant/Appellant reporting the compromise and pray before this Hon'ble court to dismiss the appeal as not pressed in the interest of justice and equity.

SCHEDULE

All that piece and parcel of flat bearing No.886, BDA QUARTERS a Type second stage Austin Town, Bengaluru, measuring extent of 358 sq. Ft consisting of 74.31 sq. meters of building with super build up area, passage, lobby stair case with brick coristruction red oxide flooring and RCC roofing.

Bounded by:

East by: Flat No. 887 and A20

West by: Road

North by: Flat A 885

South by: Main road and open area”

4. All the parties are present before this Court and have been duly identified by their respective counsels. The



parties submit that they have perused the compromise petition and have settled the matter in terms thereof.

5. The said compromise petition, signed by both the parties and their respective learned counsels, is hereby taken on record.

6. Accordingly, the regular first appeal is ***disposed of*** in terms of compromise petition dated 10.03.2026.

7. Registry is directed to draw up a decree in terms of compromise petition.

8. Registry is also directed to refund the court fee paid by the appellant in his favour, after due verification.

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