



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF JUNE, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

THE HON'BLE MR. JUSTICE T.M.NADAF

WRIT PETITION NO. 15705 OF 2026 (GM-CON)

BETWEEN:

1. M/S VIJAYAS VENTURES PRIVATE LIMITED,
A COMPANY REGISTERED UNDER COMPANIES ACT,
HAVING ITS OFFICE AT
NO.999-A, 2ND FLOOR, PERODY HOUSE,
BILEKAHALLI, VIJAYA BANK LAYOUT,
BENGALURU- 560 076,
REPRESENTED BY ITS MANAGING DIRECTOR,
SRI. G B VIJAYA KUMAR,
AGED 43 YEARS,
SON OF SRI. NARASHIMHAPPA

...PETITIONER

(BY SRI. N JAGADISH BALIGA., ADVOCATE)

AND:

1. SRI. AMIT KUMAR KARMAKAR,
AGED 36 YEARS,
SON OF SRI. KRIPA LOHAR,
RESIDING AT HOUSE NO. 961,
RAMNAGAR, GUA VILLAGE,
PS-GUA, WEST SINGHBHUM DISTRICT,
JHARKHAND 833 213

ALSO RESIDING AT FLAT NO. B-205,
2ND FLOOR, VIJAYAS VAIBHAV,
12TH CROSS, R K TOWNSHIP,
YARANDAHALLI,
BOMMASANDRA INDUSTRIAL AREA,

Digitally
signed by
VASANTHA
KUMARY B K
Location:
HIGH
COURT OF
KARNATAKA



BENGALURU 560 099

...RESPONDENT

(BY SRI. BRIAN CRISPIN REGO., ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO ISSUE WRIT OF CERTIORARI OR ANY OTHER WRIT OR DIRECTION AND THEREBY QUASH FINAL ORDER DATED 20.02.2026 PASSED BY THE NATIONAL CONSUMER DISPUTE REDRESSAL COMMISSION, NEW DELHI IN FIRST APPEAL No. 754/2021 AT ANNEXURE-A AND CONSEQUENTLY QUASH THE FINAL ORDER DATED 04.12.2020 PASSED BY THE KARNATAKA STATE CONSUMER DISPUTE REDRESSAL COMMISSION, BENGALURU (PRINCIPAL BENCH) IN COMPLIANT No. 275/2018 AT ANNEXRE-B AND THEREBY DISMISS COMPLIANT FILED BY THE RESPONDENT PRODUCED AT ANNEXURE-C, ETC.

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

CORAM: HON'BLE MR. JUSTICE D K SINGH
and
HON'BLE MR. JUSTICE T.M.NADAF

ORAL ORDER

(PER: HON'BLE MR. JUSTICE D K SINGH)

The present writ petition has been filed impugning the order dated 20.02.2026 passed by the National Consumer Disputes Redressal Commission, New Delhi.

2. During the pendency of the petition the parties have settled their dispute amicably. Respondent who is present before the Court submits that he has entered into a compromise in terms of the joint memo and he accepts the



terms of the compromise towards full and final settlement of his claims in the matter. The petitioner is also present in person, who is duly identified by the advocate. He also states that compromise has been entered into between the parties without any fear, coercion and undue influence etc., He abides by the terms and conditions of the joint memo. The joint memo reads as under:

"JOINT MEMO FILED BY THE PARTIES

The above-named Petitioner and Respondent jointly beg to submit as under:-

1. That the Karnataka State Consumer Redressal Commission, Bengaluru in Complaint No.275/2018 filed by the Respondent for various reliefs allowed the Complaint and directed the Petitioner to pay Rs.16,00,000/- along with Interests at 9% per annum after expiry of 02 months and Rs. 1,00,000/- with Interest at 9% per annum towards Rent and Rs.50,000/- towards the mental agony and stress by the Order dated 04-12-2020.
2. That challenging the said Order, the Petitioner filed First Appeal No.754/2021 before the National Consumer Redressal Commission, New Delhi. After hearing, the National Commission by the Order dated 20-02-2026 modified the Order of the State Commission and directed the Petitioner to pay Rs. 10,00,000/- along with Interests at 6% per annum from the date of the Order of the State Commission.



3. That challenging both the Final Orders, the Petitioner filed this petition. By the Order dated 21-05-2026, this Court was pleased to direct Issue Notice to the Respondent and grant Stay subject the Petitioner deposit of Rs.5,00,000/- on or before 18-06-2026.

4. That by the intervention of well-wishers, friends and their respective Counsels, the Parties amicably settled their dispute. Towards the full and final claim of the Respondent in respect of the Complaint No.275/2018 and Execution Petition No.32/2021 of the State Commission, the Petitioner agreed to pay Rs.6,00,000/- (Rupees Six lakhs only) to the Respondent and the Respondent admitted the settlement of his claim subject to payment of Rs.6,00,000/- (Rupees Six lakhs only) by the petitioner. Accordingly, the Petitioner issued Demand Draft bearing No.569392 dated 11-06-2026 drawn on State Bank of India, BTM 4th Stage, Bengaluru in favour of the Respondent for Rs.6,00,000/- (Rupees Six lakhs only). The Respondent hereby acknowledges the receipt of the said Demand Draft before the Court.

5. That in view of the settlement and the payment, no dispute is pending between the Parties in respect of the Complaint No.275/2018. The copy of the Demand Draft is enclosed herewith. The Respondent is resident of Jarkhand and could not sign this Joint Memo and he authorized his Advocate to sign this Joint Memo. Accordingly, his Advocate signed this Joint Memo.

6. Therefore, it is prayed that this Hon'ble Court may be pleased to dispose the Petition as settled out of court by



holding the claim of the Respondent is fully satisfied, in the interests justice and equity."

3. The Demand Draft bearing No.569395 dated 11.06.2026 for a sum of Rs.6,00,000/- (Rupees Six Lakhs only), drawn in favour of the respondent is handed over to the respondent.

4. In view of the aforesaid compromise arrived at between the parties, the writ petition is disposed of in terms of the compromise.

**Sd/-
(D K SINGH)
JUDGE**

**Sd/-
(T.M.NADAF)
JUDGE**