



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 1ST DAY OF JULY, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MR. JUSTICE VENKATESH NAIK T

REGULAR FIRST APPEAL NO.1039 OF 2021 (SP)

BETWEEN:

SURENDRANATH SINGH
SINCE DEAD BY HIS LRS

1. SMT. SARASWATHI K.
W/O LATE SURENDRANATH SINGH
AGED ABOUT 71 YEARS
2. SRI MAHESH KUMAR S.
S/O LATE SURENDRANATH SINGH
AGED ABOUT 46 YEARS
3. SRI HARISH KUMAR S.
S/O LATE SURENDRANATH SINGH
AGED ABOUT 34 YEARS
4. SMT. RADHA S.
D/O LATE SURENDRANATH SINGH
AGED ABOUT 49 YEARS
5. SMT. VIJAYALAKSHMI S.
D/O LATE SURENDRANATH SINGH
AGED ABOUT 43 YEARS

ALL ARE R/AT NO.195

Digitally
signed by
PANKAJ HIRA N
Location:
High Court
of Karnataka



4TH MAIN ROAD
CHAMARAJPET
BENGALURU-560 018.

...APPELLANTS

(BY SRI. SWAMY M. M., ADVOCATE)

AND:

1. SRI MANOJ KUMAR JAIN
S/O BHAWARLAL JAIN
AGED ABOUT 51 YEARS
R/AT NO.001/002
AVG PARK SQUARE
2ND CROSS SARAKKI MAIN ROAD
J. P. NAGAR, 1ST PHASE
BENGALURU-560078.
2. SMT SINDHU SRINIVASALU
W/O MANOJ KUMAR JAIN
AGED ABOUT 40 YEARS
R/AT NO.001/002
AVG PARK SQUARE
2ND CROSS SARAKKI MAIN ROAD
J P NAGAR, 1ST PHASE
BENGALURU-560078.

...RESPONDENTS

(BY SRI. RADHANANDAN B. S., AGA FOR R1 & R2)

THIS RFA IS FILED UNDER SEC.96 OF CPC., 1908, AGAINST THE JUDGMENT AND DECREE DATED 01.09.2021 PASSED IN OS.NO. 6719/2017 ON THE FILE OF THE VIII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, (CCH.NO.15) BENGALURU, DECREETING THE SUIT FOR SPECIFIC PERFORMANCE.

THIS APPEAL, COMING ON FOR HEARING, 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 MR. JUSTICE VENKATESH NAIK T)

Heard the learned counsel for the appellants and the learned counsel for the respondents.

2. The appellants and the respondents are present before the Court today and they are duly identified by respective counsel. They have filed a compromise petition under Order 23 Rule 3 of Code of Civil Procedure, 1908. The terms of the compromise petition reads as follows;

4. The Appellants hereby confirm and affirm all the terms of Agreement of Sale dated 12.07.2017 executed by Late Surendranath Singh is also binding on LRs of the Late B.R.Surendranath Singh. As per the settlement arrived at the LRs of the Late B.R.Surendranath Singh (Appellants) hereby confirm and affirm that they have already executed the Absolute Sale Deed dated 23-6-2026 vide registration No.1609/2026-27 registered in the Office of the Sub-Registrar, Chamarajpet, Bangalore in favour of the Respondents No.1 and 2.

5. However, it is mutually upon agreed between the parties hereto that the total Sale Consideration payable has been enhanced to a sum of Rs.6,00,00,000/-(Rupees Six Crore



Only) which is payable by the Respondents to the Appellants (LR's of Late B.R.Surendranath Singh), and towards Discharge of Loan existing with respect to the Schedule Property as well as to the subsequent Agreement holder M/s. Swamy Enterprises represented by its Proprietor Mr. S. V. Halaswamy.

6. However, out of the said sum of Rs.6,00,00,000/- (Rupees Six Crore Only) the Appellants are entitled to a sum of Rs.2,25,00,000/- (Rupees Two Crore Twenty-Five Lakh Only) and M/s. Swamy Enterprises shall be entitled to receive the balance sum of Rs.3,75,00,000/- (Rupees Three Crore Seventy Five Lakh Only).

7. The Appellants confirm and affirm that they have received a sum of Rs.1,00,00,000/- (Rupees One Crore Only) under the Agreement of Sale dated 12.07.2017. Further, at the time of execution and registration of the Absolute Sale Deed by the Appellants to the Respondents, the Respondents has paid a sum of Rs.75,00,000/- (Rupees Seventy Five lakhs Only) including the amount payable to the Koteshwara Sahakari Bank Ltd. The balance amount of Rs.50,00,000/ (Rupees Fifty Lakhs Only) shall be payable by the Respondents to the Appellants at the time of handing over the vacant physical possession of the Schedule Property by the Appellants to the Respondents.

8. The balance sum of Rs.3,75,00,000/- (Rupees Three Crore Seventy Five Lakh Only) payable to M/s. Swamy Enterprises represented by its Proprietor Mr. Halaswamy shall be payable by the Respondents to M/s. Swamy Enterprises in two installments, that is Rs.2,25,00,000/- out of Rs.3,75,00,000/- shall be payable at the time of execution and registration of the sale deed and remaining amount of Rs.1,50,00,000/- shall be payable within a 30 days after handing over of the vacant



physical possession of the Schedule Property to the Respondents by the Appellants as mentioned above.

9. It is submitted that Late Halaswamy represented by his LRs, have also filed a suit for specific performance in O.S. No. 5507 of 2021 on the file of Hon'ble Additional City Civil and Session Judge (CCH-15) against the Appellants and Respondents herein. However, a separate compromise will also reported in the said suit by and between the parties thereto including the Appellants and Respondents herein on the same terms of settlement in this Appeal, since the Legal heirs of Late Halaswamy have also joined in execution of the Absolute Sale Deed dated 23-6-2026 vide registration No.1609/2026-27 registered in the Office of the Sub-Registrar, Chamarajpet, Bangalore in favour of the Respondents No.1 and 2.

10. The Appellants hereby confirm and affirm that the total sale consideration of Rs.2,25,00,000/- (Rupees TwoCrores Twenty Five Lakhs Only) is paid and payable by the Respondents to the Appellants as mentioned hereunder.

Sl. No.	Particulars	Amount in Rupees
1	Amount paid under the Agreement of Sale dated 12.07.2017	Rs. 1,00,00,000/-
2	Amount paid to Koteshwara Sahakara Bank by way of Demand Draft drawn in the name of the said Bank under the Absolute Sale Deed dated 23-06-2026, vide Registration No. 1609/2026-27	Rs. 50,00,000/-
3	Amount paid to the Appellants under the Absolute Sale Deed dated 23-06-2026, vide Registration No. 1609/2026-27	Rs. 25,00,000/-
4	Amount payable after receipt of vacant physical possession by the Respondents to Saraswathi K.	Rs. 50,00,000/-
	Total	Rs. 2,25,00,000/-



11. *The Appellants unconditionally undertake to obtain the discharge of mortgage from M/s. Koteshwara Sahakara Bank Ltd., and receive the original documents of the Schedule Property and hand over all the original document of title to the Respondents within a period of 30 days from the date of Execution of Sale Deed. The Appellants shall co-operate with the Respondents and shall hand over vacant possession of the Schedule Property within 60 days from the date of execution of the Absolute Sale Deed in terms of this Compromise Petition without driving Respondents to another suit for possession of the Schedule Property or execution of this Compromise Petition.*

12. *The Appellants also confirm and affirm that they have no objection for issue of Delivery Warrant for possession by the Hon'ble Trial court in case the Appellants fail to hand over the vacant physical possession of the Schedule Property to the Respondents within a period of 60days from the date of execution of the Sale deed.*

13. *Hence the Appellants do hereby confirm and affirm that they have no objection to decree the suit of specific performance and for delivery the vacant possession of the Schedule Property to the Respondents in terms of this Compromise Petition.*

SCHEDULE PROPERTY

All that piece and parcel of residential house property bearing BBMP Katha No. 195, PID No.46-6-195, EPID. NO 3917186527, situated at 4th Main Road, Chamarajpet, BBMP Ward No.140 (Old Ward No.46), Chamarajpet, Bengaluru 560 018, measuring East to West 40 ft. (Shown as 36 in the decree) and North to South 108 ft., totally measuring 4320 sq.ft. (4318 sq.ft or 401.20 sq. meters as per EPID.



No.3917186527 comprising of old residential house in the ground floor measuring 3.5 squares with RCC Roof, Red Oxide Flooring with jungle wood doors and windows with the amenities of water, Electricity and sanitation. The schedule property is bounded on:

East by	:	Property No. 196,
West by	:	Property No. 194,
North by	:	Conservancy Lane,
South by	:	4 th Main Road"

3. The contents of the compromise are read over to the parties and they have agreed to the terms of the compromise stating that they have entered into compromise with free will, own volition and without any force, coercion and misinterpretation.

4. The settlement arrived at between the parties is recorded. The appeal is **disposed of** in terms of the compromise petition. The Registry is directed to draw decree in terms of the compromise petition and refund Court fee in favour of the appellants as per Rules.

Sd/-
(ANU SIVARAMAN)
JUDGE

Sd/-
(VENKATESH NAIK T)
JUDGE