



CNR: KAHC010497722022

NC: 2026:KHC:38685
W.P. No.21680/2022
AND CONNECTED MATTERS

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

WRIT PETITION NO.21680/2022 (GM-CPC)

C/W

WRIT PETITION NO.21630/2022 (GM-CPC)

WRIT PETITION NO.21631/2022 (GM-CPC)

WRIT PETITION NO.21658/2022 (GM-CPC)

WRIT PETITION NO.22462/2022 (GM-CPC)

WRIT PETITION NO.18225/2023 (GM-CPC)

WRIT PETITION NO.18262/2023 (GM-CPC)

IN W.P. No.21680/2022:

BETWEEN:

Digitally signed
by RUPA V
Location: HIGH
COURT OF
KARNATAKA

M/S. LUDRIC ENTERPRISES
NO.17-20-1458/1
SHIVALI ARCADE, FALNIR ROAD
MANGALURU-575002
A REGISTERED PARTNERSHIP FIRM
REGISTERED UNDER THE PROVISIONS
OF PARTNERSHIP ACT
REPTD. BY ITS PARTNER
RONALD BENJAMIN RODRIGUES
AGED ABOUT 62 YEARS
S/O LATE R.G. RODRIGUES
R/AT NO.18-2-20(2)
G.I. ROSHNY STURROCK ROAD
FALNIR, MANGALURU-575001.

...PETITIONER

(BY SRI. VISHWAJITH RAI M, ADV.,)



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AND CONNECTED MATTERS

AND:

1. M/S. R.K. DEVELOPERS
DOOR NO.4-6-577/31
MAHENDRA ARCADE
1ST FLOOR, KARANGALPADI
MANGALURU-575003
A PARTNERSHIP FIRM
REPTD BY ITS MANAGING PARTNER
SRI. RAMESH KUMAR
S/O GHOODAPA SALIAN
R/AT SARASWATHI
OPP. MANGALA STADIUM
GANDHI NAGAR
MANGALURU-575001.
2. SRI. RAMESH KUMAR
S/O GHOODAPA SALIAN
PARTNER M/S R K DEVELOPERS
R/AT SARASWATHI
OPP. MANGALA STADIUM
GANDHI NAGAR
MANGALURU-575001.
3. SMT. URMILA RAMESH
W/O SRI RAMESH KUMAR
PARTNER M/S R K DEVELOPERS
R/AT SARASWATHI
OPP MANGALA STADIUM
GANDHI NAGAR
MANGALURU-575001.
4. DIVYA RAMESH
D/O SRI RAMESH KUMAR
PARTNER M/S R K DEVELOPERS
R/AT SARASWATHI
OPP MANGALA STADIUM
GANDHI NAGAR, MANGALURU-575001.

...RESPONDENTS

(BY SRI. K. RAVISHANKAR, ADV., FOR C/R1)



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THIS W.P. IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA, PRAYING TO CALL FOR RECORDS WHICH ULTIMATELY RESULTED IN PASSING OF THE ORDER VIDE ANNEX-A. QUASH THE ORDER VIDE ANNEX-A DTD 26.09.2022 MADE IN EX.CASE NO.630/2020 PASSED BY IN THE COURT OF THE I ADDITIONAL DISTRICT AND SESSIONS JUDGE, D.K. MANGALURU, TO THE EXTENT IT IS CHALLENGED BEFORE THIS HON'BLE COURT & ETC.

IN W.P. NO.21630/2022:

BETWEEN:

M/S. RINI AGENCIES
NO. 5-38, LUDRIC COMPOUND
GUDDETHOTA, KANKANDY POST
MANGALURU 575 002
A REGISTERED PARTNERSHIP FIRM
REGISTERED UNDER THE PROVISIONS
OF PARTNERSHIP ACT,
REPTD, BY ITS PARTNER
RONALD BENJAMIN RODRIGUES
AGED ABOUT 62 YEARS
S/O LATE R F RODRIGUES
R/AT NO 18-2-20(2)
G I ROSHNY STURROCK ROAD
FALNIR, MANGALURU 575 001.

...PETITIONER

(BY SRI. VISHWAJITH RAI M, ADV.,)

AND:

1. M/S. R.K. DEVELOPERS
DOOR NO. 4-6-577/31
MAHENDRA ARCADE
1st FLOOR, KARANGALPADI
MANGALURU 575 003



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A PARTNERSHIP FIRM
REPTD BY ITS MANAGING PARTNER
SRI. RAMESH KUMAR
S/O GHOODAPA SALIAN
R/AT SARASWATHI
OPP. MANGALA STADIUM
GANDHI NAGAR
MANGALURU 575 001.

2. SRI. RAMESH KUMAR
S/O GHOODAPA SALIAN
R/AT SARASWATHI
OPP. MANGALA STADIUM
GANDHI NAGAR
MANGALURU 575 001.

...RESPONDENTS

(BY SRI. K. RAVISHANKAR, ADV., FOR C/R1 & R2)

- - -

THIS W.P. IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA, PRAYING TO CAL FOR RECORDS WHICH ULTIMATELY RESULTED IN PASSING OF THE ORDER VIDE ANNEX-A. QUASH THE ORDER VIDE ANNEX-A DTD 26.09.2022 MADE IN COMMERCIAL EX.CASE NO.631/2020 PASSED BY THE COURT OF THE I ADDITIONAL DISTRICT AND SESSIONS JUDGE, D.K. MANGALURU, TO THE EXTENT IT IS CHALLENGED BEFORE THIS HON'BLE COURT & ETC.

IN W.P. NO.21631/2022:

BETWEEN:

M/S. LUDRIC ENTERPRISES
NO.17-20-1458/1
SHIVALI ARCADE, FALNIR ROAD
MANGALURU-575002
A REGISTERED PARTNERSHIP FIRM
REGISTERED UNDER THE PROVISIONS



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OF PARTNERSHIP ACT
REPRESENTED BY ITS PARTNER
RONALD BENJAMIN RODRIGUES
AGED ABOUT 61 YEARS
S/O LATE R F RODRIGUES
R/AT NO.18-2-20 (2)
G I ROSHNY STURROCK ROAD
FALNIR, MANGALURU-575001.

...PETITIONER

(BY SRI. VISHWAJITH RAI M, ADV.,)

AND:

1. M/S. R.K. DEVELOPERS
DOOR NO.4-6-577/31
MAHENDRA ARCADE, IST FLOOR
KARANGALPADI
MANGALURU-575003
A PARTNERSHIP FIRM
REP. BY ITS MANAGING PARTNER
SRI RAMESH KUMAR
S/O GHODAPPA SALIAN
R/AT. SARASWATHI
OPP MANGALA STADIUM
GANDHI NAGAR, MANGALURU-575001.
2. SRI. RAMESH KUMAR
S/O GHODAPA SALIAN
PARTNER M/S R K DEVELOPERS
R/AT SARASWATHI
OPP. MANGALA STADIUM
GANDHI NAGAR, MANGALURU-575001.
3. SMT. URMILA RAMESH
W/O SRI RAMESH KUMAR
PARTNER M/S R K DEVELOPERS
R/AT SARASWATHI
OPP. MANGALA STADIUM



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GANDHI NAGAR,
MANGALURU-575001.

...RESPONDENTS

(BY SRI. K. RAVISHANKAR, ADV., FOR C/R1 TO R3)

- - -

THIS W.P. IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA, PRAYING TO CALL FOR RECORDS WHICH ULTIMATELY RESULTED IN PASSING OF THE ORDER VIDE ANNEX-A. QUASH THE ORDER VIDE ANNEX-A DTD 21.09.2022 MADE IN COMMERCIAL EX.CASE NO.754/2020 PASSED BY THE COURT OF THE IV ADDITIONAL DISTRICT JUDGE, D.K. MANGALURU, TO THE EXTENT IT IS CHALLENGED BEFORE THIS HON'BLE COURT & ETC.

IN W.P. NO.21658/2022:

BETWEEN:

M/S. RINI AGENCIES
NO. 17-20-1458/1
SHIVALI ARCADE, FALNIR ROAD
MANGALURU 575 002
A REGISTERED PARTNERSHIP FIRM
REGISTERED UNDER THE PROVISIONS
OF PARTNERSHIP ACT
REPTD BY ITS PARTNER
RONALD BENJAMIN RODRIGUES
AGED ABOUT 61 YEARS
S/O LATE R F RODRIGUES
R.AT NO. 18-2-20(2)
G I ROSHNY STURROCK ROAD
FALNIR, MANGALURU 575 001.

...PETITIONER

(BY SRI. VISHWAJITH RAI M, ADV.,)



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AND CONNECTED MATTERS

AND:

1. M/S R.K. BUILDERS
DOOR NO. 4-6-577/31
MAHENDRA ARCADE
1st FLOOR, KARANGALPADI
MANGALURU 575 003

A PARTNERSHIP FIRM
REPTD BY ITS MANAGING PARTNER
SRI. RAMESH KUMAR
S/O GHOODAPA SALIAN
R/AT SARASWATHI
OPP. MANGALA STADIUM
GANDHI NAGAR, MANGALURU 575 001.
2. SRI. RAMESH KUMAR
S/O GHOODAPA SALIAN
PARTNER M/S R K DEVELOPERS
R/AT SARASWATHI
OPP MANGALA STADIUM
GANDHI NAGAR, MANGALURU 575 001.
3. SMT. URMILA RAMESH
W/O SRI. RAMESH KUMAR
PARTNER M/S R.K DEVELOPERS
R/AT SARASWATHI
OPP MANGALA STADIUM
GANDHI NAGAR, MANGALURU 575 001.
4. DIVYA RAMESH
D/O SRI. RAMESH KUMAR
PARTNER, M/S. R.K. DEVELOPERS
R/AT. SARASWATHI
OPP. MANGALAL STADIUM
GANDHI NAGAR
MANGALURU – 575001.

...RESPONDENTS

(BY SRI. K. RAVISHANKAR, ADV., FOR C/R1)



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THIS W.P. IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA, PRAYING TO CALL FOR RECORDS WHICH ULTIMATELY RESULTED IN PASSING OF THE ORDER ANNEXURE-A. QUASH THE ORDER ANNEXURE-A DTD.21.9.2022 MADE IN EX.C. 93/2019 RENUMBERED AS COMMERCIAL EX.CASE NO.605/2020 PASSED BY THE COURT OF TH IV ADDITIONAL DISTRICT AND SESSIONS JUDGE D.K. MANGALURU TO THE EXTENT IT IS CHALLENGED BEFORE THIS HON'BLE COURT & ETC.

IN W.P. NO.22462/2022:

BETWEEN:

M/S. RINI AGENCIES
NO 5-38, LUDRIC COMPOUND
GUDDETHOTA, KANKANADY POST
MANGALURU 575002
A REGISTERED PARTNERSHIP FIRM
REGISTERED UNDER THE PROVISIONS OF
PARTNERSHIP ACT
REPTD BY ITS PARTNER
RONALD BENJAMIN RODRIGUES
AGED ABOUT 61 YEARS
S/O LATE R F RODRIGUES
R/AT NO 18-2-20 (2)
G I ROSHNY STURROCK ROAD
FALNIR, MANGALURU 575001.

...PETITIONER

(BY SRI. VISHWAJITH RAI M, ADV.,)

AND:

1. M/S. R.K. DEVELOPERS
DOOR NO 4-6-577/31
MAHENDRA ARCADE, 1ST FLOOR
KARANGALPADI
MANGALURU 575003
A PARTNERSHIP FIRM



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REPTD BY ITS MANAGING PARTNER
SRI RAMESH KUMAR
S/O GHOODAPA SALIAN
R/AT SARASWATHI
OPP MANGALA STADIUM
GANDHI NAGAR
MANGALURU 575001.

2. SRI. RAMESH KUMAR
S/O GHOODAPA SALIAN
R/AT SARASWATHI
OPP MANGALA STADIUM
GANDHI NAGAR
MANGALURU 575001.

3. SMT. URMILA RAMESH
W/O SRI. RAMESH KUMAR
PARTNER M/S. R.K. DEVELOPERS
R/AT. SARASWATHI
OPP. MANGALAL STADIUM
GANDHI NAGAR
MANGALURU-575001.

...RESPONDENTS

(BY SRI. K. RAVISHANKAR, ADV., FOR C/R1 & R2)

- - -

THIS W.P. IS FILED UNDER ARTICLE 227 OF THE
CONSTITUTION OF INDIA, PRAYING TO CALL THE
RECORDS WHICH ULTIMATELY RESULTED IN PASSING OF
THE ORDER ANNEXURE A. QUASH THE ORDER ANNEXURE
A DATED 21.09.2022 MADE IN COM EX.CASE NO 566/2020
PASSED BY THE COURT OF THE IV ADDITIONAL DISTRICT,
D.K. MANGALURU TO THE EXTENT IT IS CHALLENGED
BEFORE THIS HON'BLE COURT & ETC.



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IN W.P. NO.18225/2023:

BETWEEN:

M/S. R.K. BUILDERS
DOOR NO. 4-6-577/31
MAHENDRA ARCADE
1ST FLOOR, KARANGALPADI
MANGALURU - 575 002
A PARTNERSHIP FIRM
REP. BY ITS MANAGING PARTNER/PARTNER
SRI. RAMESH KUMAR
S/O CHOODAPPA SALIAN
AGED 73 YEARS
R/AT SARASWATHI
OPP MANGALA STADIUM
GANDHI NAGAR, MANGALURU
D.K.DISTRICT - 575 003.

2. SMT. URMILA RAMESH
W/O RAMESH KUMAR
AGED ABOUT 70 YEARS
PARTNER M/S R.K.BUILDERS
R/AT SARASWATHI
OPP. MANGALA STADIUM
GANDHI NAGAR, MANGALURU
D.K.DISTRICT - 575 003.

3. DIVYA RAMESH
D/O RAMESH KUMAR
AGED 37 YEARS
PARTNER M/S R.K.BUILDERS
R/AT SARASWATHI
OPP MANGALA STADIUM
GANDHI NAGAR, MANGALURU
D.K.DISTRICT - 575 003.

(BY SRI. K. RAVISHANKAR, ADV.,)

...PETITIONERS



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AND:

M/S. LUDRIC ENTERPRISES
NO.17-20-1458/1
SHIVALI ARCADE, FALNIR ROAD
MANGALURU - 575 002
A REGISTERED PARTNERSHIP FIRM
REGISTERED UNDER THE PROVISIONS
OF PARTNERSHIP ACT
REP BY ITS PARTNER
RONALD BENJAMIN RODRIGUES
S/O LATE R.F. RODRIGUES
AGED 62 YEARS
R/AT NO. 18-2-20(2)

G-1, ROSHNY, STURROCK ROAD
FALNIR, MANGALURU - 575 001.

...RESPONDENT

(BY SRI. VISHWAJITH RAI M, ADV.,)

- - -

THIS W.P. IS FILED UNDER ARTICLE 227 OF THE
CONSTITUTION OF INDIA, PRAYING TO QUASH THE
IMPUGNED ORDER DTD 26.09.2022 PASSED IN
EXECUTION CASE 630/2020 VIDE ANNEXURE-A PENDING
ON THE FILE OF I ADDL. DIST JUDGE MANGALORE AND
AWARD INTEREST FROM THE DATE OF DECREE TILL ITS
REALIZATION & ETC.

IN W.P. NO.18262/2023:

BETWEEN:

M/S. R.K. BUILDERS
DOOR NO. 4-6-577/31,
MAHENDRA ARCADE
1ST FLOOR, KARANGALPADI
MANGALURU - 575002
A PARTNERSHIP FIRM
REP. BY ITS MANAGING PARTNER/ PARTNER
SRI. RAMESH KUMAR



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S/O CHOODAPPA SALIAN
AGED ABOUT 73 YEARS
R/AT SARASWATHI
OPP MANGALA STADIUM
GANDHI NAGAR, MANGALURU
D.K. DISTRICT - 575003.

...PETITIONER

(BY SRI. K. RAVISHANKAR, ADV.,)

AND:

M/S. RINI AGENCIES
NO. 5-38, LUDRIC COMPOUND
GUDDETHOTA, KANKANADY POST
MANGALURU-575 002
A REGISTERED PARTNERSHIP FIRM
REGISTERED UNDER THE PROVISIONS
OF PARTNERSHIP ACT
REP. BY ITS PARTNER
RONALD BENJAMIN RODRIGUES
S/O LATE R.F. RODRIGUES
AGED ABOUT 63 YEARS
R/AT NO. 18-2-20(2)
G-1, ROSHNY, STURROCK ROAD
FALNIR, MANGALURU - 575 001.

...RESPONDENT

(BY SRI. VISHWAJITH RAI M, ADV.,)

- - -

THIS W.P. IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA, PRAYING TO QUASH THE IMPUGNED ORDER DTD 26.09.2022 PASSED IN EXECUTION CASE 631/2020 PENDING ON THE FILE OF I ADDL. DIST JUDGE MANGALURU AND AWARD INTEREST FROM THE DATE OF DECREE TILL ITS REALIZATION & ETC.

THESE PETITIONS HAVING BEEN HEARD AND RESERVED ON 22.07.2026, COMING ON FOR PRONOUNCEMENT OF ORDER, THIS DAY, THE COURT MADE THE FOLLOWING:



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CORAM: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

CAV ORDER

W.P.Nos.21680/2022 and 18225/2023 are filed by the decree holder and judgment debtor, respectively challenging the order dated 26.09.2022 passed in Ex.No.630/2020 by the I Additional District and Sessions Judge, D.K.Mangalore.

W.P.Nos.21630/2022 and 18262/2023 are filed by the decree holder and the judgment debtor, respectively challenging the order dated 26.09.2022 passed in Ex.No.631/2020 by the I Additional District and Sessions Judge, D.K.Mangalore

W.P.No.22462/2022 is filed by the decree holder challenging the order dated 21.09.2022 passed in Com.Ex.No.566/2020 by the IV Additional District Judge, Mangaluru.

W.P.No.21658/2022 is filed by the decree holder challenging the order dated 21.09.2022 passed in



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Com.Ex.No.605/2020 by the IV Additional District Judge, Mangaluru.

W.P.No.21631/2022 is filed by the decree holder challenging the order dated 21.09.2022 in Com.Ex.No.754/2020 passed by the IV Additional District Judge, Mangaluru.

2. For the sake of convenience, the parties shall be referred to as follows:

The petitioner No.1 in W.P.No.18225/2023, the petitioner in W.P.No.18262/2023, the respondent No.1 in W.P.Nos.21680/2022, 21630/2022, 21631/2022, 21658/2022 and 22462/2022 shall be referred to as **'R.K.Builders'**.

The petitioner in W.P.Nos.21680/2022 and 21631/2022 and the respondent in W.P.No.18225/2023 shall be referred to as **'Ludric Enterprises'**.



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The petitioner in W.P.Nos.21630/2022, 21658/2022 and 22462/2022 and respondent in W.P.No.18262/2023 shall be referred to as '**Rini Agencies**'

3. Heard Sri.K.Ravishankar, learned counsel appearing for the R.K.Builders and Sri.Vishwajith Rai M, learned counsel appearing for the Ludric Enterprises and Rini Agencies.

W.P.No.21680/2022 and W.P.No.18225/2023

4. Ludric Enterprises filed a suit in O.S.No.79/2017 against R.K.Builders for the relief of recovery of a sum of Rs.1,95,51,463/- along with interest at 18%. In the said suit, both R.K.Builders and Ludric Enterprises filed a joint memo before the Lok Adalath seeking to enter into a compromise. The relevant portion of the joint memo is extracted below:

"The plaintiff and the defendant named above respectfully submit as under:

- 1. It is submitted that the plaintiff has filed the above suit for recovery of money of*



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Rs.1,95,51,463/- along with 14% interest per annum against the defendant.

2. The plaintiff and defendant have discussed the issues arising out of the dispute and have arrived at settlement. The terms of settlement are as under:

a) The defendant agrees to pay the suit claim amount within a period of five(5) months from today to the plaintiff.

b) The defendants has no objection in decreeing the suit of the plaintiff as prayed for;

c) In view of the settlement arrived at between the parties the plaintiff is entitled for refund of court fee in accordance with law.

d) In the event of the failure of the defendants to pay the decretal amount with interest within a period of five(5) months from today plaintiff shall be entitled to execute the award passed in pursuance of this settlement in accordance with law.

e) Both the plaintiff and defendant pay that this Hon'ble Loka-Adalath be pleased to pass an award in terms of joint memo in ends of justice and equity".

5. The Lok Adalath passed a compromise decree dated 22.04.2018 in terms of the joint memo.



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Subsequently, Ludric Enterprises filed an execution petition in Ex.Case.No.630/2020 seeking to execute the compromise decree. The Executing Court, on consideration of the same proceeded to pass the impugned order dated 26.09.2022 directing R.K.Builders to pay Rs.1,95,51,463/- along with interest at 14% p.a. from the date of suit till its realization. Being aggrieved, both the parties have filed these petitions.

6. The learned counsel appearing for Ludric Enterprises contends that the interest is payable at 18% p.a. as per the plaint and from the due date, when the money was payable, whereas learned counsel appearing for R.K.Builders contends that the Executing Court has rightly considered the interest payable at 14% p.a., however, has erred in directing to pay the same from the date of the suit as it ought to be payable from the date of the decree.



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W.P.No.21630/2022 and W.P.No.18262/2023

7. Rini Agencies filed a suit in O.S.No.76/2017 against R.K.Builders seeking the relief of recovery of a sum of Rs.32,02,584/- along with interest at 18% p.a. In the said suit, both R.K.Builders and Rini Agencies filed a joint memo before the Lok Adalath seeking to enter into a compromise. The relevant portion of the joint memo is extracted below:

"The plaintiff and the defendant named above respectfully submit as under:

1. It is submitted that the plaintiff has filed the above suit for recovery of money of Rs.32,02,584/- along with 14% interest per annum against the defendant.

2. The plaintiff and defendant have discussed the issues arising out of the dispute and have arrived at settlement. The terms of settlement are as under:

a) The defendant agrees to pay the suit claim amount within a period of five(5) months from today to the plaintiff.

b) The defendants has no objection in decreeing the suit of the plaintiff as prayed for;



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c) In view of the settlement arrived at between the parties the plaintiff is entitled for refund of court fee in accordance with law.

d) In the event of the failure of the defendants to pay the decretal amount with interest within a period of five(5) months from today plaintiff shall be entitled to execute the award passed in pursuance of this settlement in accordance with law.

e) Both the plaintiff and defendant pay that this Hon'ble Loka-Adalath be pleased to pass an award in terms of joint memo in ends of justice and equity"

8. The Lok Adalath passed a compromise decree dated 22.04.2018 in terms of the joint memo. Subsequently, Rini Agencies filed an execution petition in Ex.Case.No.631/2020 seeking to execute the compromise decree. The Executing Court, on consideration of the same proceeded to pass the impugned order dated 26.09.2022 directing R.K.Builders to pay Rs.32,02,584/- along with interest at 14% p.a. from the date of suit till its



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realization. Being aggrieved, both the parties have filed these petitions.

9. The learned counsel appearing for Rini Agencies contends that the interest is payable at 18% p.a. as per the plaint and from the due date, when the money was payable, whereas the learned counsel appearing for R.K.Builders contends that the Executing Court has rightly considered the interest payable at 14% p.a., however, has erred in directing to pay the same from the date of the suit as it ought to be payable from the date of the decree.

W.P.No.22462/2022

10. Rini Agencies filed a suit in O.S.No.76/2017 against R.K.Builders seeking the relief of recovery of a sum of Rs.32,02,584/- along with interest at 18% p.a. In the said suit, both R.K.Builders and the Rini Agencies filed a joint memo before the Lok Adalath seeking to enter into a compromise. The relevant portion of the joint memo is extracted below:



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"The plaintiff and the defendant named above respectfully submit as under:

- 1. It is submitted that the plaintiff has filed the above suit for recovery of money of Rs.32,02,584/- along with 14% interest per annum against the defendant.*
- 2. The plaintiff and defendant have discussed the issues arising out of the dispute and have arrived at settlement. The terms of settlement are as under:*
 - a) The defendant agrees to pay the suit claim amount within a period of five(5) months from today to the plaintiff.*
 - b) The defendants has no objection in decreeing the suit of the plaintiff as prayed for;*
 - c) In view of the settlement arrived at between the parties the plaintiff is entitled for refund of court fee in accordance with law.*
 - d) In the event of the failure of the defendants to pay the decretal amount with interest within a period of five(5) months from today plaintiff shall be entitled to execute the award passed in pursuance of this settlement in accordance with law.*
 - e) Both the plaintiff and defendant pay that this Hon'ble Loka-Adalath be pleased to pass an award*



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in terms of joint memo in ends of justice and equity"

11. The Lok Adalath passed a compromise decree dated 22.04.2018 in terms of the joint memo. Subsequently, Rini Agencies filed an execution petition in Com.Ex.Case.No.566/2020 seeking to execute the compromise decree. The Executing Court, on consideration of the same proceeded to pass the impugned order dated 21.09.2022 directing R.K.Builders to pay Rs.32,02,584/- along with interest at 14% p.a. from the date of the decree i.e. 22.04.2018. Being aggrieved, Rini Agencies has filed this petition and the learned counsel for Rini Agencies contends that the interest is payable at 18% p.a. as per the plaint and that the interest is payable from the due date, when the amount was payable and not from the date of the decree.

W.P.No.21658/2022

12. Rini Agencies filed a suit in O.S.No.78/2017 against R.K.Builders seeking the relief of recovery of a



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sum of Rs.97,71,464/- along with interest at 18% p.a. In the said suit, both R.K.Builders and the Rini Agencies filed a joint memo before the Lok Adalath seeking to enter into a compromise. The relevant portion of the joint memo is extracted below:

"The plaintiff and the defendant named above respectfully submit as under:

- 1. It is submitted that the plaintiff has filed the above suit for recovery of money of Rs.97,71,464/- along with 14% interest per annum against the defendant.*
- 2. The plaintiff and defendant have discussed the issues arising out of the dispute and have arrived at settlement. The terms of settlement are as under:*
 - a) The defendant agrees to pay the suit claim amount within a period of five(5) months from today to the plaintiff.*
 - b) The defendants has no objection in decreeing the suit of the plaintiff as prayed for;*
 - c) In view of the settlement arrived at between the parties the plaintiff is entitled for refund of court fee in accordance with law.*
 - d) In the event of the failure of the defendants to pay the decretal amount with interest within a*



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period of five(5) months from today plaintiff shall be entitled to execute the award passed in pursuance of this settlement in accordance with law.

e) Both the plaintiff and defendant pay that this Hon'ble Loka-Adalath be pleased to pass an award in terms of joint memo in ends of justice and equity"

13. The Lok Adalath passed a compromise decree dated 22.04.2018 in terms of the joint memo. Subsequently, Rini Agencies filed an execution petition in Ex.Case.No.605/2020 seeking to execute the compromise decree. The Execution Court, on consideration of the same proceeded to pass the impugned order dated 21.09.2022 directing R.K.Builders to pay the recovery money along with interest at 14% p.a. from the date of decree i.e. 22.04.2018. Being aggrieved, Rini Agencies has filed this petition as the learned counsel for Rini Agencies contends that the interest is payable at 18% p.a. as per the plaint and that the interest is payable from the due date, when



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the amount was payable and not from the date of the decree.

W.P.No.21631/2022

14. Ludric Enterprises filed a suit in O.S.No.77/2017 seeking to recover a sum of Rs.26,33,683/- along with interest at the rate of 18% p.a. In the said suit, both R.K.Builders and the Ludric Enterprises filed a joint memo before the Lok Adalath seeking to enter into a compromise. The relevant portion of the joint memo is extracted below:

"The plaintiff and the defendant named above respectfully submit as under:

- 1. It is submitted that the plaintiff has filed the above suit for recovery of money of Rs.26,33,683/- along with 14% interest per annum against the defendant.*
- 2. The plaintiff and defendant have discussed the issues arising out of the dispute and have arrived at settlement. The terms of settlement are as under:*



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- a) The defendant agrees to pay the suit claim amount within a period of five(5) months from today to the plaintiff.*
- b) The defendants has no objection in decreeing the suit of the plaintiff as prayed for;*
- c) In view of the settlement arrived at between the parties the plaintiff is entitled for refund of court fee in accordance with law.*
- d) In the event of the failure of the defendants to pay the decretal amount with interest within a period of five(5) months from today plaintiff shall be entitled to execute the award passed in pursuance of this settlement in accordance with law.*
- e) Both the plaintiff and defendant pay that this Hon'ble Loka-Adalath be pleased to pass an award in terms of joint memo in ends of justice and equity".*

15. The Lok Adalath passed a compromise decree dated 22.04.2018 in terms of the joint memo. Subsequently, Rini Agencies filed an execution petition in Ex.Case.No.754/2020 seeking to execute the compromise decree. The Executing Court, on consideration of the same proceeded to pass the impugned order dated 21.09.2022



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directing R.K.Builders to pay the recovery money along with interest at 14% p.a. from the date of decree i.e. 22.04.2018. Being aggrieved, Ludric Enterprises has filed this petition as the learned counsel appearing for Ludric Enterprises contends that the interest is payable at 18% p.a. as per the plaint and that the interest is payable from the due date, when the amount was payable and not from the date of the decree.

16. The aforesaid enunciation of facts and contentions raised by the learned counsels appearing on both the sides clearly indicate that the extent of the dispute is limited to the rate of interest payable and the date from which the interest is payable. A perusal of the joint memo filed by the contesting parties in the respective suits and the subsequent compromise decree passed in terms of the said joint memo in all the aforesaid suits indicate the interest rate at 14% p.a. Hence, the learned counsel for Rini Agencies and Ludric Enterprises cannot



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now contend that the rate of interest is payable at 18% p.a. as sought in the plaint. The said contention is erroneous and without any sound legal reasoning. Hence, the Executing Court has rightly considered the interest to be payable at 14% p.a. as per the joint memo and the compromise decree and the same does not call for any interference.

17. Insofar as the contention raised by both the counsels regarding the date from which the interest is to be paid, it is to be noticed that the joint memo and the compromise decree do not specify any specific date. The nature of the decree that is sought to be executed is a compromise decree which is nothing but a contract that has the sanction of the Court. It is also trite law that the scope of a compromise decree cannot be altered by the Executing Court. Therefore, I am of the considered view that in absence of any specific date for the interest payable in the joint memo as well as the compromise



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decree, the date will have to be deemed as the date of decree. The holistic reading of the plaint averments, prayer in all the suits, joint memos filed by the parties, which are accepted by the Lok Adalath and the decree has been drawn, I am of the view that R.K.Builders had agreed to pay the principal amount with interest at 14% p.a. from the date of the decree. The contention for the learned counsel for Ludric Enterprises and Rini Agencies that the interest is payable from the date the principal amount becomes due is an intent of the parties and accordingly the joint compromise petition is filed, has no logic. If such a contention is accepted, then it would amount to R.K.Builders accepting the entire claim of Ludric Enterprises as well as Rini Agencies as prayed in the suits. If R.K.Builders intended to concede the suit, there would have been no question of contesting the said suits on merits. It appears that they have agreed to settle the dispute before the Lok Adalath only because of the concession of the rate of interest and the calculation of the



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interest from the date of decree. Hence, the impugned orders of the Executing Court challenged in W.P.No.18225/2023 and W.P.No.18262/2023 to the extent of the date from which the interest is payable, is required to be interfered with.

18. For the aforementioned reasons, I proceed to pass the following:

ORDER

(i) W.P.No.21680/2022, W.P.No.21630/2022,
W.P.No.21631/2022, W.P.No.21658/2022,
W.P.No.22462/2022 are ***dismissed.***

(ii) W.P.No.18225/2023 and W.P.No.18262/2023 are
allowed-in-part.

(iii) The impugned order dated 26.09.2022 passed by the I Additional District and Sessions Judge, D.K.Mangalore in Ex.Case.No.631/2020 is modified to the extent of the date from which the



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interest would be payable i.e. from the date of the decree.

(iv) The impugned order dated 26.09.2022 passed by the I Additional District and Sessions Judge, D.K.Mangalore in Ex.Case.No.630/2020 is modified to the extent of the date from which the interest would be payable i.e. from the date of the decree.

(v) The Executing Court in all the aforesaid cases is directed to call for a memo of calculation from the parties and proceed with the execution, keeping in mind the aforesaid findings.

No order as to costs.

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

RV
List No.: 1 Sl No.: 1