



CNR: KAHC010455952023

NC: 2026:KHC:36593-DB
COMAP No. 327 of 2023

**IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 16TH DAY OF JULY, 2026**

PRESENT

**THE HON'BLE MRS. JUSTICE ANU SIVARAMAN
AND**

**THE HON'BLE MR. JUSTICE VENKATESH NAIK T
COMMERCIAL APPEAL NO. 327 OF 2023**

BETWEEN:

M/S MSR HOTEL (BANGALORE) PVT. LTD.
A COMPANY INCORPORATED UNDER
THE INDIAN COMPANIES ACT, 1956
HAVING ITS REGISTERED OFFICE AT NO.380,
6TH CROSS, 2ND BLOCK, RMV 2ND STAGE
BANGALORE - 560094
REP. BY ITS MANAGING DIRECTOR
MR. KODANDARAM
AGED ABOUT 61 YEARS
S/O LATE SRI M S RAMAIAH
NO.380, 6TH CROSS,
2ND BLOCK,
RMV 2ND STAGE,
BANGALORE - 560094

...APPELLANT

(BY SRI. ANANDARAMA K., ADVOCATE)

AND:

PRG CONSULTANTS
NEW NO.17,
OLD NO.08,

Digitally signed
by PAMTHRA N
Location: High
Court of
Karnataka



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1ST FLOOR, 1ST CROSS STREET
LAKE AREA, NUNGAMBAKKAM
CHENNAI - 600034
REPRESENTED BY ITS MANAGING PARTNER
K RAJAGOPALAN

...RESPONDENT

(BY SRI. SURAJ SAMPATH, ADVOCATE)

THIS COMMERCIAL APPEAL IS FILED UNDER SECTION 13 (2A) OF THE COMMERCIAL COURTS ACT, 2015 R/W ORDER XLI RULE 1 OF CPC, 1908, PRAYING TO A) CALL FOR RECORDS IN COM.O.S.NO.1503/2012 ON THE FILE OF THE COURT OF LXXXIII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU. B) SET ASIDE THE JUDGMENT AND DECREE DATED 15/06/2023 PASSED BY THE COURT OF LXXXIII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU IN COM.O.S.NO.1503/2012 AND CONSEQUENTLY DISMISS THE SUIT IN COM.O.S.NO.1503/2012.

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

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE VENKATESH NAIK T



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ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE VENKATESH NAIK T)

Heard the learned counsel appearing for the appellant as well as the learned counsel appearing for the respondent.

2. The appellant and the respondent have filed compromise petition under Order XXIII Rule 3 of Code of Civil Procedure, 1908. The terms of the compromise petition reads as follows;

**"NOW THE TERMS OF THIS COMPROMISE PETITION
WITNESS AS FOLLOWS:**

1. *It is hereby agreed by and between the Parties, that the Appellant shall pay a total sum of Rs. 80,00,000/- (Rupees Eighty Lakhs Only) to the Respondent in full and final settlement of all claims of the Respondent in these proceedings against the Appellant.*
2. *That out of the total amount of Rs. 80,00,000/- (Rupees Eighty Lakhs Only) that has been agreed to be paid by the Appellant to the Respondent herein, the Appellant has already deposited a sum of Rs. 55,76,150/- (Rupees Fifty Five Lakhs Seventy Six Thousand One Hundred and Fifty Only) before the Registry of this Hon'ble Court and the Appellant absolutely has no objection whatsoever for the said amount including any accumulated interest to be immediately transferred to the bank account of the Respondent to be furnished by the Respondent to*



CNR: KAHC010455952023

this Hon'ble Court. The payment of the aforesaid amount of Rs. 55,76,150/- shall be treated as part payment towards the total amount of Rs. 80,00,000/- agreed to be paid to the Respondent under this compromise petition. The Appellant shall ensure that it shall provide all possible cooperation and support from its end that may be required to ensure that the deposited amount is released to the Respondent forthwith.

- 3. The Appellant has paid to the Respondent on this day, the balance sum of Rs. 24,23,850/- (Rupees Twenty Four Lakhs Twenty Three Thousand Eight Hundred Fifty Only) out of the total agreed amount of Rs. 80,00,000/- by way of a Demand Draft dated 14.07.2026 bearing No. 004738, drawn on HDFC Bank, New BEL Road Branch, Bangalore. Copy of the Demand Draft is produced herewith as Document No.1.*
- 4. The Respondent hereby acknowledges and confirms the receipt of the Demand Draft mentioned hereinabove in full and final satisfaction and settlement of its claims against the Appellant and hereby affirms that it shall not raise any further claim, dispute or proceedings in any Court or Forum.*
- 5. It is hereby agreed by and between the Parties that they have no objection for the Court Fees paid before the Hon'ble Trial Court by the Respondent to be refunded forthwith to the Respondent and the Court Fees paid before this Hon'ble Court by the Appellant to be refunded forthwith to the Appellant.*
- 6. The Respondent hereby confirms that the Respondent has no objection for the return of the original Bank Guarantees dated 16.11.2024 and 16.11.2025 furnished by the Appellant vide*



CNR: KAHC010455952023

Memos dated 19.11.2024 and 28.11.2025 before this Hon'ble Court to the Appellant and that it has absolutely no claim under the said Bank Guarantee submitted by the Appellant before this Hon'ble Court in compliance of the Interim Order passed by this Hon'ble Court. The Respondent shall not invoke the Bank Guarantees and consents to immediate discharge and return of the original Bank Guarantees to the Appellant without any further orders. The Appellant confirms that it has no claims from the Respondent towards the costs of the Bank Guarantees.

- 7. Furthermore, the Parties agree that no other claims, set offs or counter claims of whatsoever nature are pending as on this date against each other nor shall be raised by either of the Parties against the other after the conclusion of this compromise.*
- 8. The parties to this Compromise Petition mutually and unconditionally withdraw all pleadings and allegations made against each other, both in the suit and appeal.*
- 9. The Parties have further agreed that the present terms of the compromise have been arrived and agreed upon as full and final settlement of all the claims of the Parties against each other. The terms of the Compromise will bind not only the Parties herein but also bind their respective legal heirs, successors in interest and/or anyone claiming through or under them.*
- 10. The Parties undertake that they shall be jointly and severally bound by the aforesaid undertakings and they acknowledge that any violation of the said undertakings will result in penal consequences upon them, both civil and*



CNR: KAHC010455952023

criminal, and the aggrieved party will be free to pursue the remedies available to him / them in accordance with Law.

11. *The Parties further covenant / agree that this Compromise Petition is valid and binding on them. The Parties further admit that they are entering into this Compromise Petition voluntarily out of their own free will and volition based on sound legal advice without any coercion, fraud, misrepresentation or undue influence from any person/s. The settlement is entered into solely to avoid prolonged litigation and it shall not be construed as an admission of liability by either party. The Parties hereby agree to fully cooperate with each other to give full effect to this Compromise Petition and they shall ensure their full cooperation at all times to each other for the fulfilment of all the terms of this Compromise Petition. The Parties further confirm that the contents of the instant compromise petition have been explained to them and they have understood the terms and conditions set out in the instant compromise petition and its consequences thereof.*
12. *Each party shall bear its own tax liabilities, if any, arising out of this settlement.*
13. *Parties shall keep the settlement terms confidential except where disclosure is required by Law or by any Court of competent jurisdiction."*

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



CNR: KAHC010455952023

with free will, own volition and without any force, coercion and misrepresentation.

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.

Since the appeal has been compromised, the Court fee paid in the appeal shall be refunded to the appellant on proper identification. The amount in deposit with interest as accrued shall be paid to the respondent by the Registry without delay, on proper identification. The Bank Guarantee furnished by the appellant shall also be released forthwith by the Registry to the appellant.

All pending applications shall stand disposed of.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(VENKATESH NAIK T)
JUDGE**