



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 2ND DAY OF APRIL, 2026

BEFORE

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

WRIT PETITION NO. 21529 OF 2025 (GM-CPC)

BETWEEN:

M/S PAVAN PUTHRA RESORT
A PARTNERSHIP FIRM
HAVING ITS REGISTERED OFFICE
KIADB, INDUSTRIAL GROWTH CENTER
H.N. PURA ROAD HASSAN - 573 201
REP. BY ITS MANAGING PARTNER
C P DIWAKAR.

...PETITIONER

(BY SRI. ARUN KUMAR K, SENIOR COUNSEL FOR
SRI. VAMSHI KRISHNA C., ADVOCATE)

AND:

SANNEGOWDA
S/O CHANNEGOWDA
AGED ABOUT 50 YEARS
R/AT AGILE VILLAGE KASABA HOBLI
HASSAN-573201.

...RESPONDENT

(BY SRI. PAVAN G.N, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE ORDER DATED 23.06.2025 PASSED BY THE HON'BLE 2ND ADDL. SENIOR CIVIL JUDGE AND JMFC AT HASSAN IN EX No.31/2024, WHEREIN THE HON'BLE COURT HAS ISSUED ATTACHMENT WARRANT OF MOVABLES AS AGAINST THE PETITIONER AND OTHERS, BY ISSUING A WRIT OF CERTIORARI OR ANY OTHER WRIT OR ORDER IN THE NATURE OF A WRIT (ANNEXURE-H) AND ETC.

THIS PETITION, COMING ON FOR HEARING ON IAs., THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

Digitally signed by
DHANALAKSHMI
MURTHY

Location: HIGH
COURT OF
KARNATAKA



ORAL ORDER

This writ petition is filed by the judgment debtor under Article 227 of the Constitution of India, challenging the order dated 23.06.2025 passed by the Principal Senior Civil Judge and CJM, Bengaluru, in Ex.No.31/2024, whereby the executing court issued an attachment warrant against the movables of the petitioner - Firm.

2. For the sake of convenience, the parties are referred to as per their ranking before the trial court.

3. The decree-holder filed an execution petition in Ex. No.31/2024 for executing the compromise decree dated 23.09.2015 drawn before the Lok-Adalath.

4. The learned Senior Counsel appearing for the petitioner/judgment debtor submits that the judgment debtor has filed detailed objections, specifically contending that the amount paid in the proceedings initiated under Section 138 of the Negotiable Instruments Act, 1881 has not been adjusted. The petitioner has also contended that



there exists a reciprocal obligation under the decree. The relevant paragraphs 2 to 7 of the objections filed by the JDR to the Execution Petition are extracted below:

"2. The JDR submits that the decree obtained by the plaintiff/DHR is by coercion. The DHR who introduced as a partner on 19.09.2014, by paying an amount of Rs.60,00,000/-, started to give all sorts of trouble in the partnership business of the firm. That in order to go out of the partnership he demanded for exorbitant amount. Finally the DHR compelled the JDR to pay a sum of Rs.04,02,26,250/-, for retirement from the partnership business. The JDR agreed to pay the said amount by raising loan from the Bank. The JDR was not agreed to pay any interest on the said amount.

3. That in terms of settlement JDR agreed to pay a sum of Rs.4,02,26,250/- (Four crore, two lakh, twenty six thousand two hundred sixty rupees), as a full and final settlement of the DHR's claim and the said amount will be paid in two installments. The first installment fall on 10.03.2016, and the second installment will fall on 10.06.2016. Towards the payment of the said amount the JDR issued cheques as mentioned in the compromise decree.



4. The JDR further submits that, he issued another cheque bearing No.370594 dated 03.10.2025, drawn on Corporation Bank, Hassan for Rs.9,38,000/- (Nine lakh thirty eight thousand) only, towards the interest calculated at the rate of 14% p.a. (cut interest), on Rs.4,02,26,250/- (Four crore, two lakh, twenty six thousand two hundred sixty rupees) only, for the period from, 03.07.2015 (i.e., before filing of the suit) up to 10.09.2015 (Decree).

5. A charge has been created on the suit schedule property belonging to JDR, under lease cum sale agreement, as security for the decreed amount.

6. The JDR further submit that, as per clause 9 and 10, of compromise, decree, the plaintiff's partnership in the first JDR firm, has been terminated at once, i.e., on the date of compromise decree and the JDR is at liberty to get proper endorsement to that effect at registrar of Firms. Further the endorsement to that effect at Registrar of Firms. Further the DHR has withdrawn all his right, privilege, and power given to him, under the reconstitution deed dated 19.09.2015, right from the date of decree.

7. The bank account of the first JDR, is at State Bank of Mysore (Now State Bank of India). That in order to honour the cheques issued to the



DHR, the JDR approached his bank for additional loan. Though the DHR has no right, interest or privilege in the first JDR firm right from the date of decree, he prevented the bank authorities for sanction of additional loan to first JDR firm, stating that he is still a partner in the first JDR firm. The DHR was not an authorized signatory to the bank transactions of the first JDR firm, right from the beginning. Being known all facts, the bank authorities agreed to move the loan application of the JDR. At that time the DHR made a written complaint to the Bank not to make any payment and stopped the loan process. So far no loan is sanctioned to first JDR firm."

5. Without considering this aspect of the matter, the Executing Court, on 23.06.2025, passed an order directing the issuance of an attachment warrant against the movables of the petitioner - Firm.

6. Since the specific contentions raised by the judgment debtor were not considered before passing the impugned order, the matter requires remittance to the Executing Court to reconsider the matter afresh and pass an order in accordance with law.



7. Accordingly, the following order is passed:

(i) The writ petition stands disposed of.

(ii) The order dated 23.06.2025 passed by the Executing Court in Ex. No. 31/2024 is hereby set aside.

(iii) The Executing Court is directed to consider the objections filed by the judgment debtor and, after hearing both parties, dispose of Ex.No.31/2024 as expeditiously as possible, and not later than the end of April 2026.

(iv) The parties are at liberty to advance the matter before the Executing Court.

(v) In view of the disposal of the main matter, all pending applications stand disposed of.

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

CM
LIST NO.: 1 SL NO.: 76