



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 22ND DAY OF APRIL, 2026
PRESENT
THE HON'BLE MRS. JUSTICE ANU SIVARAMAN
AND
THE HON'BLE MS. JUSTICE TARA VITASTA GANJU
REGULAR FIRST APPEAL NO. 1944 OF 2025 (EJE)

BETWEEN:

SMT. VEDHA A
DAUGHTER OF M.K.ADINARAYANA,
PRESENTLY WIFE OF SRI. NAVEEN .J
AGED ABOUT 29 YEARS,
R/AT FLAT NO.304, THIRD FLOOR,
DURGA FLUTE APARTMENTS,
ALSO AT
AT PROPERTY NO.81/17, ASHOKAPURAM
COMMUNITY HALL ROAD, YESHWANTHPUR
INDUSTRIAL SUBURB, BENGALURU-560 022.

ALSO AT 2399 10TH MAIN, E BLOCK,
RAJAJINAGAR BANGALORE

...APPELLANT

(BY SRI. SATISH T. S., ADVOCATE)

AND:

SRI PARAS MAL JAIN
AGED ABOUT 55 YEARS,

Digitally
signed by
RAKSHA

Location:
High Court
of Karnataka



S/O BHAGCHAND JAIN,
RESIDING AT NO.16/22, J.J.PALACE,
18TH CROSS, M.C.LAYOUT, NEAR WATER TANK,
BENGALURU NORTH, VIJAYANAGAR,
BENGALURU-560 040.

AND ALSO AT
FLAT NO.1071
PHONIX ONE, BENGALURU WEST,
RAJAJINAGAR, BENGALURU-560010.

...RESPONDENT

(BY SMT. VEENA T.N., ADVOCATE)

THIS RFA IS FILED UNDER SECTION 96 OF CPC,
AGAINST THE JUDGMENT AND DECREE DATED 08.07.2025
PASSED IN OS.NO.336/2024 ON THE FILE OF THE XXXV
ADDITIONAL CITY CIVIL AND SESSIONS JUDGE BANGALORE
(CCH-35) DECREETING THE SUIT FOR EJECTMENT.

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

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MS. JUSTICE TARA VITASTA GANJU



ORAL JUDGMENT

(PER: HON'BLE MRS. JUSTICE ANU SIVARAMAN)

Heard the learned counsel appearing on either side.

2. It is submitted that the matter has been settled before the mediation and that they have entered into a compromise, which has been recorded in the compromise petition. It is submitted that the appeal may be disposed of recording compromise and decree may be drawn up accordingly.

3. The parties along with their respective counsels are present before the Court today.

4. The compromise petition entered into between the parties reads as under;

"MEMORANDUM OF SETTLEMENT UNDER SECTION 89 OF CPC READ WITH RULES 24 AND 25 OF THE KARNATAKA CIVIL PROCEDURE (MEDIATION) RULES, 2005.

- I. The Appellant has preferred the above appeal challenging the judgement and decree dated 08.07.2025 passed by the XXXIV Additional City Civil and Session Judge (CCH-35), Bengaluru in O.S.No.336/2024 whereby suit filed by the Plaintiff/Respondent for eviction, recovery of rent and damages was decreed with costs. The Hon'ble Court directed the Appellant to handover the vacant possession*



of the suit schedule property within one month along with arrears of rent with 5% enhancement per year from the month of due to till its realization.

II. The aforesaid appeal was referred to mediation to give the parties an opportunity to explore avenues for resolving the dispute. During the course of mediation, the Appellant and Respondent were represented by their counsels. Both the parties after thorough discussions with the able assistance of their respective Advocates have resolved their disputes and have agreed to the following terms and conditions:

- 1. The Appellant/Tenant undertakes to surrender vacant possession of the schedule property mentioned below to the Respondent on or before 30th of June 2026. The Appellant/Tenant undertakes that in the event of her finding alternative accommodation before 30th of June 2026, she will inform the Respondent/Landlord of the same 10 days in advance. However the rent of the flat @ Rs.40,000/- (Rupees Forty Thousand Only) per month will be paid by the Appellant/Tenant to the Respondent/Landlord.*
- 2. The maintenance for the months of occupation of the schedule premises shall be paid directly by the Appellant/Tenant to the Association of the said schedule premises. At the time of handing over the vacant possession of the schedule premises to the Respondent/Landlord, the Appellant/Tenant shall produce a Due Certification from the Association to the No Respondent/Landlord.*
- 3. The Appellant/Tenant undertakes that ten days before handing over the vacant possession of the schedule premises the Respondent/Landlord shall be informed so that a joint inspection of the schedule premises shall be carried out and the damages if any be quantified by both parties giving quotations for repair of such damages which may include painting replacing of broken fixtures, deep cleaning etc. The Appellant undertakes to carryout all the repair and refurbishing works.*



4. *The Appellant/Tenant admits that she is due a sum of Rs.73,328/- (Rupees Seventy Three Thousand Three Hundred Twenty Eight Only) as on date as arrears of rent payable to the Respondent/Landlord. The said amount of Rs.73,328/- (Rupees Seventy Three Thousand Three Hundred Twenty Eight Only) shall be deducted by the Respondent/Landlord from the advance of Rs.2,00,000/- (Rupees Two Lakhs Only) which held by him. The balance amount of Rs.1,26,672/- (Rupees One Lakh Twenty Six Thousand Six Hundred Seventy Two Only) of the advance, shall be adjusted towards the settlement of refurbishing and repair bills of the schedule premises. The Appellant/Tenant undertakes that in the event of the said bills being an excess of Rs. 1,26,672/- (Rupees One Lakh Twenty Six Thousand Six Hundred Seventy Two Only), the Appellant/Tenant undertakes to make good the said amount to the Respondent/Landlord.*
5. *The Respondent/Landlord has agreed that the balance of advance amount if any shall be handed over to the Appellant/Tenant at the time of handing over the keys of the schedule premises. Both parties undertake that they will not create unnecessary hindrances during the said process. It will be open for either party to approach the Hon'ble Court for appropriate orders in the event of any violation of the above said conditions by either party.*
6. *The Appellant/Tenant is at liberty to withdraw the amount deposited by her before this Hon'ble Court.*
7. *Both the parties state that they have no claims of whatsoever nature against each other in future.*
8. *This settlement is arrived at voluntarily and with full understanding of its legal consequences, without any coercion, misrepresentation fraud or undue influence.*



9. *Both the parties agree to appear before the court with their proof of identity to enable the Hon'ble Court to record settlement.*

SCHEDULE

All that piece and parcel of the Floor No.304, 3rd Floor, Durga Flute Apartments, situated at No.81/17, Ashokapuram Community Hall Road, Yeshwanthpura Industrial Suburb, Bengaluru measuring 2017 square feet consisting of 3 bed rooms, 3 toilets cum bath, 1 kitchen, 1 utility, 1 hall, 1 dining hall, 3 balconies along with 2 car parking as the basement also along with fixtures and furniture therein.

- III. *In view of the aforesaid agreement entered into between the parties, the parties pray that this Hon'ble High Court be pleased to pass appropriate orders disposing off the above appeal in terms of this agreement.*
- IV. *Parties shall appear before the Hon'ble High Court for passing necessary orders in terms of the agreement whenever the matter is listed before the Hon'ble Court."*

5. Having gone through the memorandum of settlement entered into between the parties, we find that the same can be accepted.

6. In the above view of the matter, the appeal is ***disposed of*** in terms of the memorandum of settlement entered into between the parties. The parties shall abide by the same. Registry shall draw up a decree in terms of the agreement. The amount in deposit before this Court



shall be released in favour of the appellant and the eligible Court fee shall also be released in favour of the appellant on proper identification.

Pending application(s), if any, stands disposed of.

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

**Sd/-
(TARA VITASTA GANJU)
JUDGE**

PN
List No.: 3 Sl No.: 14