



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 11TH DAY OF JUNE, 2026
PRESENT
THE HON'BLE MRS. JUSTICE ANU SIVARAMAN
AND
THE HON'BLE MR. JUSTICE VENKATESH NAIK T
COMMERCIAL APPEAL NO. 482 OF 2023

BETWEEN:

1. M/S VNG DEVELOPERS
BEING A REGISTERED PARTNERSHIP FIRM
HAVING ITS REGISTERED OFFICE AT
VILLA NO.7
RENAISSANCE PROSPERO APARTMENT
BELLARY ROAD
BYATARAYANAPURA
BANGALORE 560092

ALSO HAVING A SITE OFFICE AT
M/S VNG DEVELOPERS
SY NO.91/1 AND 2
92/4 AND 5
THIRUMENAHALLI VILLAGE
YELAHANKA HOBLI
BANGALORE NORTH TALUK

AND ALSO AT

Digitally
signed by
PAVITHRA
N
Location:
High Court
of Karnataka





M/S VNG DEVELOPERS
PLOT NO.9
AMBIENCE FORT
HYDERGUDA
HYDERABAD 500048
REP. BY ITS MANAGING PARTNER
MUKKA VINOD KUMAR

2. MUKKA VINOD KUMAR
S/O HANUMANDLU
AGED 55 YEARS
3. SRI HARI CHARAN MUKKA
S/O MUKKA VINOD KUMAR
AGED ABOUT 30 YEARS
4. SMT MUKKA VINITHA
W/O MUKKA VINOD KUMAR
AGED ABOUT 53 YEARS

APPELLANT NO.2 TO 4 ARE
PERMANANT R/O PLOT NO.9
AMBIENCE FORT, HYDERGUDA
HYDERABAD 500048

5. RENIKINDI RAKESH
S/O R ANJAIAH
AGED ABOUT 36 YEARS



RA/T H NO 5-39-389
VIDYANAGAR COLONY
KAMA REDDY
TELANGANA STATE 503611

...APPELLANTS

(BY SRI. KRISHNA MURTHY N., ADVOCATE)

AND:

1. SRI CHIDURA LAXMA REDDY
S/O MUTHAIAH
AGED ABOUT 65 YEARS
2. SMT. CHIDURA RAMA DEVI
W/O SRI CHIDURA LAXMA REDDY
AGED ABOUT 61 YEARS
3. SRI CHIDURA UDAY REDDY
S/O CHIDURA LAXMA REDDY
AGED 45 YEARS

RESPONDENT NO.1 TO 3 ARE
R/T FLAT NO.501
LEGEND SOMA APARTMENT
ST. NO.4
HIMAYATH NAGAR
HYDERABAD 500029



4. B V SRINIVASALU
S/O LATE B VENKATARAMANAIAH
AGED ABOUT 53 YEARS
R/AT NO 11/730
THOGATA STREET
DHARAMAVARAM
ANATHAPURAM
ANDRA PRADESH 515671
5. C SATHISH KUMAR
S/O A K CHANDRA SHEKAR REDDY
AGED ABOUT 47 YEARS
6. A R JYOTHI
W/O C SATISH KUMAR
AGED ABOUT 41 YEARS
7. GAGAN
S/O C SATHISH KUMR
AGED ABOUT 21 YEARS
8. S JASWATNH
S/O C SATISH KUMR
AGED ABOUT 13 YEARS
MINOR
REP. BY THIER NATURAL GUARIDAN/
FATHER C SATHISH KUMAR



9. C RAGHAVENDRA
S/O A K CHANDRA SHEKAR REDDY
AGED ABOUT 43 YEARS

10. SMT JAMUNA
W/O C RAGHAVENDRA
AGED ABOUT 38 YEARS

11. R MANOJ
S/O C RAGHAVENDRA
AGED ABOUT 17 YEARS
MINOR
REP BY THEIR NATURAL GUARDIAN /
FATHER C RAGHAVENDRA

12. R LASYA
S/O C RAGHAVENDRA
AGED ABOUT 14 YEARS
MINOR
REP BY THEIR NATURAL GUARDIAN /
FATHER C RAGHAVENDRA
R/AT THIRUMENAHALLI VILLAGE
YELAHANKA HOBLI
BANGALORE NORTH TALUK
BENGALURU 560064

...RESPONDENTS

(BY SRI. G.L.VISHWANATHA, SENIOR COUNSEL FOR
SMT. MANASA B. RAO, ADV. FOR R1 TO R3;



V/C/O DTD 28.03.2024, NOTICE TO R4 TO R12 ARE
DISPENSED WITH)

THIS COMAP IS FILED UNDER SECTION 13(1-A) OF THE
COMMERCIAL COURT ACT, 2015 READ WITH ORDER XLIII
RULE 1 OF THE CODE OF CIVIL PROCEDURE, PRAYING TO CALL
FOR THE RECORDS IN COM.O.S.NO.849/2021 ON THE FILE OF
THE X ADDL. DISTRICT AND SESSIONS JUDGE, (DEDICATED
COMMERCIAL COURT) BENGALURU RURAL DISTRICT,
BENGALURU

THIS APPEAL, COMING ON FOR ADMISSION, 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 MRS. JUSTICE ANU SIVARAMAN)

This Commercial Appeal is filed seeking the following reliefs;

"(a) Call for the records in Com.O.S.No.849/2021 on the file of the X Addl. District & Sessions Judge, (Dedicated Commercial Court) Bengaluru Rural District, Bengaluru.

(b) Set aside the judgment and decree dated: 30.08.2023 Com.O.S.No.849/2021 on the file of the X Addl. District & Sessions Judge, (Dedicated Commercial Court) Bengaluru Rural District, Bengaluru, and further be pleased to dismiss Com.O.S.No.849/2021 on the file of the X Addl. District & Sessions Judge, (Dedicated Commercial Court) Bengaluru Rural District, Bengaluru.

(c) Award cost of this Appeal and

(d) Grant such other relief or reliefs as this Hon'ble Court may deem fit to grant on the facts and circumstances of the case."

2. Learned counsel appearing for the appellants as well as the learned Senior Counsel appearing for the respondents today submit that the matter has been amicably settled between the parties. The terms of the settlement are



produced as a memorandum of settlement before this Court,
which reads as follows;

"D. TERMS OF SETTLEMENT:

15. AMOUNT DEPOSITED BEFORE HON'BLE HIGH COURT OF KARNATAKA:

15.1. *The Appellants have deposited a total sum of Rs.1,00,00,000/- (Rupees One Crore Only) before the Hon'ble High Court of Karnataka, comprising the following (i) Rs.70,00,000/- (Rupees Seventy Lakhs Only), which this Hon'ble Court has permitted the Respondents to withdraw, however, not yet withdrawn; and (ii) Rs.30,00,000/- (Rupees Thirty Lakhs Only) deposited pursuant to the compliance memo filed by the Appellants.*

15.2. *The Respondents are entitled to withdraw the entire sum of Rs.1,00,00,000/- deposited before this Hon'ble Court, and the Appellants have no objection whatsoever to such withdrawal.*

16. AMOUNTS DEPOSITED BEFORE THE HYDERABAD COURTS

The Appellant has deposited a sum of Rs.19,24,000/- before the X Metropolitan cum Judicial Magistrate of First Class (JMFC), Manoranjan Complex, Hyderabad as specified in Clause 7 above. The Respondents are entitled to withdraw the amounts deposited in the Hyderabad courts. The Appellants have no objection to the withdrawal of such amounts by the Respondents in the respective proceedings.

17. FRESH SETTLEMENT AMOUNT PAYABLE BY APPELLANTS

17.1. *A sum of **Rs.10,00,000/- (Rupees Ten Lakhs Only)** shall be paid by the Appellants to the Respondents simultaneously on the execution of this Compromise Petition, vide cheque bearing No.001286, dated: 11.06.2026, drawn on Kotak Mahindra Bank, Thanisandra Branch, bearing Account No.2113049129, in favour of Mr. Chidura Laxma Reddy.*

17.2. *The balance amount of **Rs.40,00,000/- (Rupees Forty Lakhs Only)** shall be paid in four equated monthly*



installments of Rs.10,00,000/- (Rupees Ten Lakhs Only) each, by way of post-dated cheque/s as set out below. All four post-dated cheque/s shall be delivered to the Respondents on the date of signing this Compromise Petition:

- (i)** *A sum of Rs.10 Lakh vide Cheque bearing No.001288, dated: 11.07.2026, drawn on Kotak Mahindra Bank, Thanisandra Branch, bearing Account No.2113049129 of VNG Developers (Appellant No.1) in favour of Mrs. Chidura Ram Devi.*
- (ii)** *A sum of Rs.10 Lakh vide Cheque bearing No.001289, dated: 11.08.2026, drawn on Kotak Mahindra Bank, Thanisandra Branch, bearing Account No.2113049129 VNG Developers (Appellant No.1) in favour of Mr. Chidura Uday Reddy.*
- (iii)** *A sum of Rs.10 Lakh vide Cheque bearing No.001290, dated: 11.09.2026, drawn on Kotak Mahindra Bank, Thanisandra Branch, bearing Account No.2113049129 VNG Developers (Appellant No.1) in favour of Mr. Chidura Uday Reddy.*
- (iv)** *A sum of Rs.10 Lakh vide Cheque bearing No.001291, dated: 11.10.2026, drawn on Kotak Mahindra Bank, Thanisandra Branch, bearing Account No.2113049129 VNG Developers (Appellant No.1) in favour of Mr. Chidura Laxma Reddy.*

The Appellants hereby undertake that all the cheque/s mentioned hereinabove will be duly honored on it/s presentation.

17.3. *The Appellants have deposited **Court Fee of Rs.5,07,471/-** vide Bank Transaction No.2017652154, dated: 18.03.2024, Challan Ref.No.B20324007000099910, towards filling the present Appeal. The Appellants have no objection for the Respondents to withdraw the said court-fee amount in accordance with law*

18. WITHDRAWAL OF EXECUTION PROCEEDINGS

The Respondents specifically undertake to file appropriate memo/application withdrawing Com.



Ex.No.123/2024 pending before the Hon'ble X Additional District & Sessions Judge (Commercial Court), Bengaluru Rural in compliance of this settlement of this appeal.

19. DISPOSAL OF CRIMINAL REVISION PETITIONS

The Respondents agree not to oppose or object to the Appellants in securing disposal / compounding of Crl.R.P.No.57/2026, Crl.RP.No.58/2026, Crl.RP.No.60/2026 pending on the file of the Hon'ble High Court for the State of Telangana, at Hyderabad, immediately after the signing of this Compromise Petition.

20. HANDING OVER BUILDING PLANS, AND COMMENCEMENT CERTIFICATES:

The Appellants hereby this day has delivered / handed over all original building plans, commencement certificates, and or held by them from the concerned statutory and regulatory authorities, in relation to Plot No.126 and Plot No.74, to the Respondents, to enable the Respondents to undertake construction of the Villa(s) on the said plots. The Appellants further undertake to extend all necessary cooperation, including the execution of any letters of authorization, no-objection certificates, or other documents as may be required by the concerned authorities, to facilitate the transfer or re-issuance of such plans, in the name of the Respondents, at no additional cost to the Respondents.

21. FINAL SETTLEMENT:

Subject to payment of the settlement amount of Rs.55,07,471/-(Rupees Fifty-Five Lakhs Seven Thousand Four Hundred and Seventy-One Only), all disputes, claims, and demands between the parties shall stand fully and finally settled, whereupon the Respondents shall not raise any further civil or criminal claim against the Appellants, and neither party shall initiate any fresh proceedings against the other in respect of the subject matter of the present dispute, and this settlement shall be binding on the parties and their respective legal heirs, successors, and representatives.

22. UNDERTAKING:

The parties hereby undertake before this Hon'ble Court that they shall faithfully abide by the terms and conditions of this Compromise Petition and shall extend



full cooperation for disposal of all pending proceedings. In the event of any default of any of the condition set forth in this Compromise Petition, including but not limited to the dishonor of the postdated cheques issued by the Appellants, the parties will be at liberty to reopen this compromise and seek for contempt proceedings against the appellants for willfully disobeying and violating the terms of this compromise without relegating the Respondents to any other legal proceedings before any other court or forum."

3. The parties are also present before this Court and they are duly identified by their respective counsel.

4. Sri Mukka Vinod Kumar, Managing Partner of the Firm is present before the Court representing the developers as well as other partners of the Firm, who are his wife and son. The respondents are also present before this Court and they are duly identified by the learned counsel appearing on their behalf. Notice to respondents No.4 to 12 was dispensed with and the learned counsel appearing on either side submit that the entire dispute stands settled between the contesting parties and that nothing survives for consideration in the appeal.

5. In the above view of the matter, this appeal is ***disposed of*** in terms of the compromise entered into between the parties. Additionally, the parties submit that the attachment



ordered by the Hyderabad Court will also be withdrawn in terms of the agreement reached between the parties. The said submission is also recorded. Registry shall draw up decree accordingly.

List on 02.09.2026 to ascertain the compliance of the directions issued.

Pending application(s), if any, also stand disposed of.

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

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

PN
LIST NO.: 4 SL NO.: 1