HC-KAR

NC: 2026:KHC:61291-DB
COMAP No. 158 of 2026

CNR: KAHC010200662026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 4TH DAY OF NOVEMBER, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

THE HON'BLE MR. JUSTICE H.SHANTHI BHUSHAN

COMMERCIAL APPEAL NO. 158 OF 2026

BETWEEN:

1. M/S SANJEEVINI HEALTH CARE
A REGISTERED PARTNERSHIP FIRM,
HAVING ITS OFFICE AT NO.1 AND 2,
GAURAV COMPLEX, IST A' CROSS,
KUNDANAHALLI (BEHIND INDIAN
OVERSEAS BANK),
BENGALURU-560 037
REPRESENTED BY ITS
AUTHORISED REPRESENTATIVE
OF ITS PARTNER
DR. PRADEEP KUMAR T.J
S/O LATE T.K JANAKIRAMULU NAIDU
AGED ABOUT 54 YEARS

2. M/S.BROOKEFIELD HOSPITAL
(A UNIT OF BROOKEFIELD
SANJEEVINI HOSPITAL PRIVATE LIMITED,
A COMPANY REGISTERED UNDER
THE COMPANIES ACT,
SY. NO.123/1, KHATA NO.736.
VIJAYALAKSHMI SQUARE,
KUNDALAHALLI MAIN ROAD,
WHITEFIELD,
BENGALURU-560037
REPRESENTED BY ITS AUTHORISED
REPRESENTATIVE AND ITS DIRECTOR
DR. PRADEEP KUMAR T.J

Digitally signed by VASANTHA KUMARY B K
Location: HIGH COURT OF KARNATAKA

HC-KAR

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COMAP No. 158 of 2026

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S/O LATE T.K JANAKIRAMULU NAIDU
AGED ABOUT 54 YEARS

…APPELLANTS

(BY SRI. LAKAMAPURMATH CHIDANANDAYYA., ADVOCATE)

AND:

M/S.VIJAYALAKSHMI AND ASSOCIATES
A PARTNERSHIP FIRM,
REPRESENTED BY ITS PARTNERS:

1. MRS. V. VIJAYALAKSHMI 1.
   W/O NOT KNOWN
   AGE NOT KNOWN

2. MRS.T.SREELATHA
   W/O NOT KNOWN
   AGE NOT KNOWN

3. MR.M.PRATHAP REDDY
   W/O NOT KNOWN
   AGE NOT KNOWN

4. MR.M.KIRAN KUMAR
   W/O NOT KNOWN TO
   THE APPELLANTS
   AGED NOT KNOWN
   TO THE APPELLANTS

   HAVING ITS OFFICE AT NO.90,
   3RD CROSS,
   BHUVANESHWARI NAGAR,
   C.V. RAMAN NAGAR POST,
   BENGALURU-560 093.

…RESPONDENTS

(BY SMT. NAYANA TARA B.G, ADVOCATE FOR
C/R(CP No.3667/26) & ALSO ACCEPTS NOTICE
FOR RESPONDENTS)

THIS COMAP IS FILED UNDER SECTION 13(1A) OF CPC PRAYING TO CALL FOR RECORDS FROM LXXXIX ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU (CCH 90) AND SET ASIDE THE ORDER DATED 09.02.2026 ON IA NO. 2 AND 5 FILED U/O 39 AND RULE 1 AND 2 OF CPC IN COM.OS NO. 1361/25 IN THE INTEREST OF JUSTICE.

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

CORAM: HON'BLE MR. JUSTICE D K SINGH
and
HON'BLE MR. JUSTICE H.SHANTHI BHUSHAN

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE D K SINGH)

The present commercial appeal under Section 13(1A) of the Commercial Courts Act, 2015 is filed against the judgment and decree dated 09.02.2026 passed by the LXXXIX Addl. City Civil and Sessions Judge, Bengaluru (CCH-90) in Com.O.S.No.1361/2025.

2. During the pendency of this appeal, the parties have amicably settled their dispute outside the Court and have filed a Joint Compromise Petition under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 (CPC), seeking for a consent decree to be passed in terms of the compromise set out in the application.

3. The application has been filed by the appellants as well as on behalf of the respondent-M/s. Vijayalakshmi and Associates, through one of its partners who has been duly authorized to enter into the compromise and present this application under Order XXIII Rule 3 read with Section 151 of the CPC. The authorizations have been placed on record along with the application. The application has also been signed by the parties as well as their respective learned counsels.

4. The parties are present before this Court and have been duly identified by their respective counsels.

5. We have interacted with the appellants and respondents, who have unequivocally submitted that they have entered into this compromise out of their own free will, without any force, coercion, or undue influence.

6. Having been satisfied that the consent terms have been executed without any force, coercion, or undue influence, we proceed to pass a consent decree in terms of the compromise stated in the application. The terms of the compromise are extracted hereunder:

"JOINT COMPROMISE PETITION UNDER ORDER XXIII RULE 3 READ WITH SECTION 151 OF CODE OF CIVIL PROCEDURE

The Parties submit as follows:

*1. The Appellants are the Plaintiffs in Com O.S. No. 1361 of 2025 and the Respondent is the Plaintiff in Com O.S. No. 777 of 2026 before the LXXXIX Additional City Civil and Sessions Judge, Bengaluru ("**Commercial Court**").*

2. The present Appeal arises from Com OS No. 1361 of 2025 challenging Order dated 9.2.2026 on IA No. 2 and 5 wherein the Commercial Court has dismissed the said applications filed by the Appellants.

*3. The Appellant and Respondent executed a registered Lease Deed dated 17.9.2010 registered in the office of the jurisdictional Sub-Registrar for a period of 15 years in respect of property bearing 521 and 522 assigned BBMP Khata No. 736/521/123/1 comprising of eastern portion on the ground floor and first floor and second floor in all measuring 32,500 square feet in building known as "Vijayalakshmi Square" on ITPL Main Road, Kundalahalli, KR Puram Hobli, Bangalore East Taluk owned by the Respondent ("**Demised Premises**").*

4. The Lease Deed expired by efflux of time on 30.9.2025 and thereafter the Respondent issued an eviction notice to the Appellants. The Appellants had also taken the third floor on lease which has since been surrendered and there is no dispute with regard to the same and it is not the subject matter of present dispute.

5. With the intervention of well-wishers, the Parties hereto have amicably resolved their disputes and have arrived at the following terms of compromise.

*6. The Appellant is represented by Dr. Pradeep Kumar T.J., duly authorized by the board of Directors of the 2nd Appellant and the Partners of the Appellant. Dr. Pradeep Kumar T.J. is competent to represent the Appellants before this Hon'ble Court and sign this Compromise Petition. The AADHAR Card of authorized representative of the Appellants, Dr. Pradeep Kumar T.J. is produced at **DOCUMENT NO.1.** The Board Resolution and Authorization dated 02.11.2026 authorising Dr. Pradeep Kumar T.J. to sign this Compromise Petition are produced herewith as **DOCUMENT NOS. 2 and 3 respectively**.*

7. The Respondent is represented by Mr. M. Prathap Reddy being its Partner and he has been authorized by all the partners of the Respondent-Firm to sign the Compromise Petition and admit the Compromise Petition. The AADHAR Card of Mr. Prathap Reddy, the Partner of the Respondent-Firm and the authorized representative of the Defendant/Respondent is produced at ***DOCUMENT NO.4.*** *The letter of authorization from the Partners given to Mr. M. Prathap Reddy to sign this Compromise Petition is produced at* ***DOCUMENT NO.5****.*

8. The parties hereby record the following terms of compromise:

*a. The Appellants will quit and deliver vacant physical possession of the Demised Premises to the Respondent-Firm represented by any one of the Partners without inducting any third party to the Demised Premises on 31.10.2027 ("****Handover Date****").*

b. The Appellants are entitled to handover the possession before 31.10.2027 at their discretion.

*c. The Appellants shall undertake the following prior to Handover Date ("****Pre-Handover Obligations****"):*

i. The Appellants shall stop admitting any patients 48 hours prior to the Handover Date. Even if the Grace Period is allowed, the Appellant shall not treat any patient 3 days prior to the Handover Date. The presence of the patients will not come in the way of handing over the possession of the Demised Premises.

ii. The Appellants and Respondent shall undertake joint inspection of the Demised Premises 10 days prior to the Handover Date at a mutually convenient time.

iii. The Appellants shall furnish a ledger indicating that rent and maintenance charges are paid up to date 10 days prior to the Handover Date.

iv. The Appellants shall remove all fixtures and fittings it has installed in the Demised Premises and Common Areas prior to Handover Date. It is needless to state that removal of fixtures and fittings shall not be a reason to delay handover beyond the Handover Date. After handing over the physical possession including the grace period if extended, if there are any equipment or material left over,

the Respondent is entitled to remove those equipments and the Appellants shall not have right on the said equipment or material.

*d. The Appellant may seek grace period ("**Grace Period**") of a maximum of one (1) month from 31.10.2027 for handing over the possession of the Demised Premises. The rent for the grace period is also the same as agreed in this Compromise Petition.*

e. It is agreed and understood that if the Appellant does not deliver vacant physical possession of the Demised Premises on or before 31.10.2027 or the extended grace period if any, as agreed in this Compromise Petition, the Respondent shall be at liberty to file necessary petition before the concerned court to execute the decree to be passed in pursuance of this Compromise Petition and secure vacant physical possession of the Demised Premises.

*f. In the event the Appellants fail to handover vacant physical possession on or before the Handover Date (including the Grace Period if granted) the Appellant shall pay **Rs.32,00,000/- (Rupees Thirty-Two Lakhs Only)** as liquidated damages per month till the date of actual physical handover of the Demised Premises beyond the Handover Date plus one month grace period if any.*

*g. The Respondent shall retain a sum of **Rs.10,00,000/- (Rupees Ten Lakhs Only)** towards repair and refurbishment of the Demised Premises from the Security Deposit of **Rs.75,70,332/-.** The Respondent shall simultaneously refund a sum of **Rs.65,70,332/- (Rupees Sixty-Five Lakh Seventy-thousand three hundred and thirty-two only) ("Balance Security Deposit**") at the time of handing over the physical possession of the Demised Premises in favour of the Appellants after receiving the rents plus maintenance up to the date of handing over of the Demised Premises.*

*h. The Appellants shall pay a sum of **Rs.17,37,904/- per month which is inclusive of GST** payable as Rent from 1.11.2026 till the Handover Date including the Grace Period if any along with charges towards maintenance and utilities etc.*

*i. The rent of **Rs.17,37,904/- which is inclusive of GST** per month is **applicable for the actual period of occupation** of the Demised Premises with the maximum*

period of 12 months and the grace period if granted by the Respondent.

j. The Respondent shall raise the tax invoice on or before the 3rd of every month enabling the Appellants to pay the rent on or before the 10th of every month.

k. In the event the Appellants fail to pay the Rent or any charges payable, the Respondent shall be at liberty to file necessary petition before the concerned court to execute the decree to be passed in pursuance of this Compromise Petition and secure vacant physical possession of the Demised Premises without waiting for the Handover Date.

l. In terms of the decree to be passed in terms of the present Petition, the Appellants shall withdraw Com O.S. No.1361/2025 and Respondent shall withdraw Com OS. No. 777/2026 no later than 5 working days from the date of receipt of certified copy of the judgment and decree to be passed in terms of this Compromise Petition.

m. It is agreed and understood that the present Compromise Petition shall not be construed as renewal or extension of the Lease Deed in any manner. The parties agree that the Lease Deed has stood expired by efflux of time.

n. The Parties hereto state that at the time of handing over the possession of the Demised Premises, the Balance Security Deposit shall be refunded to the Appellants, subject to the payment of Rent and maintenance charges being paid up to date by the Appellants, no further claims will remain and the Parties or anyone claiming under them shall not make any new claims nor file any further proceedings before any court of law in respect of the Lease Deed.

o. The Parties have executed this Compromise Petition out of their own free will and without any coercion from any quarter.

p. The Parties have read and understood the terms of this Compromise Petition.

q. The terms of this compromise entered by the Appellants are binding on Brookfield Sanjeevini Healthcare Private Limited also."

7. Let the consent decree be drawn in the aforesaid terms. The parties shall be entitled to a refund of the court fees, if any, in accordance with the relevant rules. The commercial appeal is accordingly **disposed of** in terms of the compromise.

Sd/-
(D K SINGH)
JUDGE

Sd/-
(H.SHANTHI BHUSHAN)
JUDGE

RKA
CT:SN
List No.: 2 Sl No.: 10