NC: 2026:KHC:22518
RSA No. 758 of 2018

HC-KAR

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF APRIL, 2026

BEFORE

THE HON'BLE MRS. JUSTICE K.S. HEMALEKHA

REGULAR SECOND APPEAL NO. 758 OF 2018 (SP)

BETWEEN:

SMT THEJASMITHA
W/O. J. PRAVEEN KUMAR
AGED ABOUT 40 YEARS
RESIDING AT PAKALA,
CHITOOR DISTRICT
ANDHRA PRADESH

REPRESENTED BY GPA HOLDER
SRI.D.SUBRAMANAYAM REDDY
S/O LATE D.BHASKAR REDDY
AGED ABOUT 67 YEARS
RESIDING AT NO.305,
HARANI APARTMENT,
TIRUPATI,
CHITOOR,
ANDHARA PRADESH - 51750.

...APPELLANT

(BY SRI. CHANDRASHEKAR .,ADVOCATE)

Digitally signed by
MAHALAKSHMI B M
Location: HIGH
COURT OF
KARNATAKA

AND:

1. SRI G SRINIVASMURTHY
S/O. GOPALAIAH
AGED ABOUT 42 YEARS,
RESIDING AT BEGHIHALLI VILLAGE,
JIGANI HOBLI,
ANEKAL TALUK
BENGALURU - 562 107.

2. SMT. JAYAMMM
W/O. LATE MADDURAPPA
AGED ABOUT 67 YEARS
RESIDING AT VAJARAHALLI VILLAGE
JIGANI HOBLI,
ANEKAL TALUK,
BENGALURU - 560 107.

3. SRI. JAGADISH
S/O. LATE MADDURAPPA
AGED ABOUT 38 YEARS
RESIDING AT VAJARAHALLI VILLAGE
JIGANI HOBLI, ANEKAL TALUK
BENGALURU- 562 107.

4. SRI. CHANDRAPPA
S/O. LATE CHIKKAMUNIYAPPA
AGED ABOUT 52 YEARS
RESIDING AT NO.11,
THOPANNA GARDEN
GANAPATHIPURA
KANAKAPURA MAIN ROAD
BENGALURU - 560 062.

5. M NAVEEN KUMAR,
S/O MALLIKARJUNAIAH,
AGED ABOUT 45 YEARS,
R/AT D.NO.116, NEW PARK ROAD,
BANNERUGHATTA,
BENGALURU - 560 083.

…RESPONDENTS

(BY SRI. KALYAN R.,ADVOCATE FOR C/R1 (CP NO.71/2018);

R3 - JAGADISH - SD;

SRI. YOGESH R.,ADVOCATE FOR SRI. MANJUNATH B R FOR P'SD IMPLEADING - R5;

V/O DTD 08.04.2026, R3 IS TREATED AS LR OF DECD R2;

V/O DTD 08.04.2026, NOTICE TO R4 IS D/W AT RISK OF THE APPELLANT)

THIS RSA IS FILED UNDER SECTION 100 OF CPC, AGAINST THE JUDGMENT AND DECREE DATED 08.01.2018 PASSED IN R.A.NO.5036/2015 ON THE FILE OF THE III ADDITIONAL DISTRICT AND SESSIONS JUDGE, ANEKAL, ALLOWING THE APPEAL AND SETTING ASIDE THE JUDGMENT AND DECREE DATED 26.06.2015 PASSED IN O.S.NO.1389/2006 (OLD O.S.NO.2601/2005) ON THE FILE OF THE SENIOR CIVIL JUDGE, ANEKAL.

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

CORAM: HON'BLE MRS. JUSTICE K.S. HEMALEKHA

ORAL JUDGMENT

Memorandum of settlement is filed under Section 89 of CPC read with Rules 24 and 25 of the Karnataka Civil Procedure (Mediation) Rules, 2005 before the Karnataka Mediation Centre and the same is received by this Court, which is duly signed by the appellant/defendant No.5, respondent No.1 and proposed respondent No.5 and identified by their respective learned counsel. The terms of the settlement is extracted as below:

> "*I. The above appeal has been referred to mediation to enable the parties to explore avenues of settlement. The essence of the dispute is that the appellant/defendant No.4 is aggrieved by the*

Judgment and Decree dated 08.01.2018 passed by the court of Senior Civil Judge and JMFC, Anekal In O.S.No.1389/2006 (Old O.S.No.2601/2005) and consequently decreeing the suit granting the relief of Specific Performance of the agreement dated 23.02.2004.

Brief Facts:

The Respondent No.1/Plaintiff filed O.S. No. 1389/2006 (Old No. 2601/2005) seeking specific performance of Agreement of Sale dated 23/02/2004 for a total consideration of Rs.5,00,000/-, alleging payment of Rs.1,50,000/- as advance in installments and readiness and willingness to perform his part of the contract.

During pendency of the suit: Defendant Nos.1 & 2 sold the suit property to Defendant No.3 on 19/02/2007. Defendant No.3 in turn sold the property to Defendant No.4 (present Appellant) on 21/05/2007. Accordingly, Defendant Nos.3 and 4 were impleaded in the suit. The Learned Senior Civil Judge, Anekal, by judgment dated 26/06/2015 partly decreed the suit by granting refund of Rs.1,50,000/- with interest @ 8% p.a., and rejected the relief of specific performance.

Aggrieved, the Plaintiff preferred R.A. No. 5036/2015, which was allowed on 08/01/2018 by the III Addl. District & Sessions Judge, Bengaluru Rural,

Anekal, granting specific performance and directing execution of sale deed. Challenging the same, Defendant No.4/Appellant filed the present RSA No. 758/2018, and this Hon'ble Court by order dated 15/01/2021 granted stay of execution of the impugned judgment and decree.

Defendant Nos. 1 to 3 (Respondent Nos.2 to 4 herein), having already alienated the property, are not contesting the present appeal and are not necessary parties to this compromise.

II. were The Appellant is Defendant No.4 and Respondent No.1 is Plaintiff and proposed Respondent No.5 present, the Defendant No.1/Respondent No.2 is dead. Defendant No.2/Respondent No.3 is the LR of the Defendant No.1/Respondent No.2. The Notice to the Respondent No.4 is dispensed with at the risk of the Appellant vide order dated 08.04.2026 of this Hon'ble Court.

III. The Application of proposed Respondent No.5 for impleadment is pending consideration. Subject to orders of this Hon'ble Court on said application following agreement will take effect.

IV. During the course of the proceedings, the aforesaid appeal was referred to mediation for resolving the dispute between the parties. The Appellant is Defendant No.4 and Respondent No.1 is

Plaintiff and proposed Respondent No.5 were present in the mediation with their respective advocates to resolve their disputes and they have agreed and arrived at the following terms and conditions:

1. It is submitted that, in view of the prolonged litigation and with the intervention of elders and well-wishers, the parties have amicably settled the dispute between them on the following terms. In furtherance of the said settlement, one Sri. Naveen Kumar M, who is impleaded as Proposed Respondent No.5/Confirming Party, has come forward to purchase the suit schedule property.

2. The Proposed Respondent No.5/Confirming Party hereby confirms that he has entered into this settlement voluntarily, with full knowledge of the pending litigation, and agrees to purchase the suit schedule property subject to the outcome of this compromise. He shall have no independent claim against the Plaintiff/Respondent No.1 and shall be bound by the terms of this compromise.

3. It is submitted that the Defendant No.4/Appellant, being the present owner in possession of the suit schedule property, has agreed to sell the same to the Proposed Respondent No.5/Confirming Party for a total sale consideration of Rs.4,35,00,000/- (Rupees Four Crore Thirty-Five Lakhs only). The Plaintiff/Respondent No.1 has no

objection to the said sale and has agreed to join the execution of the Sale Deed as a consenting witness, in view of the settlement arrived at between the parties.

4. It is further submitted that, out of the aforesaid total composite consideration of Rs.4,35,00,000/- (Rupees Four Crore Thirty-Five Lakhs only), a sum of Rs.3,30,00,000/- (Rupees Three Crore Thirty Lakhs only) has been agreed to be paid to and received by the Defendant No.4/Appellant, and a sum of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs only) has been agreed to be paid to and received by the Plaintiff/Respondent No.1 towards full and final settlement of his claims, with the express consent of the Defendant No.4/Appellant. The Proposed Respondent No.5/Confirming Party has agreed to pay the said amounts in the manner and conditions set out hereunder.

ADVANCE AND MODE OF PAYMENT THE DEFENDANT NO.4 /APPELLANT

1. An advance amount of Rs.40,00,000/- (Rupees Forty Lakhs only) has been paid by the Proposed Respondent to the Defendant No.5/Confirming Party/Purchaser No.4/Appellant, as under:

PAYMENT DETAILS

a) A sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) was transferred on 17/10/2025 through RTGS (UTR No. PUNBR52025101718162212); and

b) A further sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) was transferred on 16/12/2025 through RTGS (UTR No. IBKLR92025121600033659), to the bank account of Sri. (husband of Defendant No.4/Appellant) bearing Account No. 10100288727, IFSC Jettipalle Praveen Kumar Code: SBIN0005893, with the express consent and authorization of the Defendant No.4/Appellant.

2. The Defendant No.4/Appellant hereby admits acknowledges the receipt of the total advance amount of Rs.40,00,000/- and discharges the Proposed Respondent No.5/Confirming Party/Purchaser from any further liability in respect of the said amount. The Defendant No.4/Appellant confirms that the above payments made to the account of her husband shall be treated as payments made to her and shall be binding on her.

3. The remaining balance amount of sale consideration is of □2,90,00,000/- (Rupees Two Crores Ninety Lakhs Only)through Cheque/RTGS, shall be payable by the Proposed Respondent No.5/Confirming Party/Purchaser to the Defendant

No.4/Appellant at the time of Execution and registration of the Sale Deed.

ADVANCE AND MODE OF PAYMENT THE PLAINTIFF/RESPONDENT NO.1

4. The Proposed Respondent No.5/Confirming Party/Purchaserherein has agreed to pay a total sum of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs only) to the Plaintiff/Respondent No.1 herein towards full and final settlement of all claims, including refund of earnest money with interest.

5. Upon receipt of the entire settlement amount of Rs.1,05,00,000/-(Rupees One Crore Five Lakhs only), the Plaintiff/Respondent No.1 herein shall not seek specific performance of the Agreement of Sale dated 23/02/2004, and the said agreement shall stand cancelled and extinguished.

6. Upon receipt of the aforesaid total settlement amount, the Plaintiff/Respondent No.1, his legal heirs, representatives, or any person claiming through him shall have no right, title, interest, or claim over the suit schedule property and shall not initiate any proceedings in respect thereof in future.

PAYMENT DETAILS

a) A sum of Rs.50,00,000/- (Rupees Fifty Lakhs only) has been paid through RTGS on 27/10/2025 (UTR No. PUNBR52025102718493249) from Punjab National Bank, Bannerughatta Branch, to the account of Plaintiff/Respondent No.1 maintained at Bank of Baroda, Bannerughatta Main Branch, which the Plaintiff/Respondent No.1 hereby acknowledges.

b) The balance sum of Rs.55,00,000/- (Rupees Fifty-Five Lakhs only) has been paid in following manner. Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) by way of Cheque No. 298551, drawn on IDBI Bank, Bannerughatta Branch, in favour of the Plaintiff/Respondent No.1. The Plaintiff/Respondent No.1 undertakes to present the said cheque for encashment on 10/05/2026 and acknowledges that upon realization of the same, the entire settlement amount shall stand fully paid. If the said cheque is not encashed, the Plaintiff/Respondent No.1 will be entitled to penalty of Rs.10,000/- per day for 30 days and thereafter if the proposed Respondent No.5 falls to pay the cheque amount along with penalty, in such an even the Plaintiff/Respondent No.1 will be at liberty to initiate execution proceedings against Proposed Respondent No. 5 for recovery of the said cheque and penalty amount along with interest @ 24% per annum.

c) Rs. 10,00,000/- (Rupees Ten Lakhs only) by way of Cheque No. 298549, Rs. 10,00,000/- (Rupees Ten Lakhs only) by way of Cheque No. 298550, Rs. 10,00,000/- (Rupees Ten Lakhs only) by way of Cheque No. 298552 drawn on IDBI Bank, Bannerughatta Branch, favour Plaintiff/Respondent No.1 for resolving the dispute regarding the approaching road to the suit schedule property and if any dispute arises regarding the same by any party then proposed Respondent No.5 will be entitled to refund of Rs.30,00,000/-(Rupees Thirty Lakhs Only) from Respondent No.1/Plaintiff along with interest @24% per annum. The Plaintiff/Respondent No.1 undertakes to present the said cheque for encashment on or before 24/04/2026 and acknowledges that upon realization of the same, the entire settlement amount shall stand fully paid.

d) Thus, in the above manner, the Proposed Respondent No.5/Confirming Party/Purchaser has paid and agreed to pay a total sum of Rs. 1,05,00,000/- (Rupees One Crore Five Lakhs only) to the Plaintiff/Respondent No.1 in full and final settlement of all claims.

7. The Plaintiff/Respondent No.1 hereby agrees and undertakes that he shall, as and when required by the Proposed Respondent No.5/Confirming Party/Purchaser herein, appear

before the jurisdictional Sub-Registrar and sign the Sale Deed in respect of the suit schedule property as a consenting witness, for the purpose of perfecting title of the Defendant No.4/Appellant or his nominee.

AGREED CONDITIONS:

a) It is agreed by the Appellant/Defendant No. 4 that, the Smt. Theja Smitha, i.e., Appellant/Defendant No. 4 will personally appear before the jurisdictional Sub-Registrar Office and will execute registered sale deed in favor of the Proposed Respondent No. 5 by receiving the balance amount of Rs. 2,90,000/- (Rupees Two Core Ninety Lakhs only).

b) In the event the Defendant No.4/Appellant fails or refuses to appear and execute the sale deed without sufficient cause, despite receipt of prior written notice, she shall be liable under and the Proposed Respondent this No.5/Confirming Party/Purchaser shall be at liberty to seek appropriate legal remedies for enforcement through Execution proceedings.

c) In the event the Plaintiff/Respondent No.1 fails or refuses to appear and execute the sale deed as a consenting witness without sufficient cause, despite receipt of prior written notice, he shall be liable under this compromise, and the Proposed Respondent No.5/Confirming Party/Purchaser shall

be at liberty to seek appropriate legal remedies for enforcement of this clause.

d) The Plaintiff/Respondent No.1 hereby acknowledges and declares that the Agreement of Sale dated 23.02.2004 stands cancelled, rescinded, and extinguished, and shall have no effect hereafter and neither the Plaintiff/Respondent No.1 nor anyone claiming through him shall assert any right or claim under the said Agreement in future. The Plaintiff/Respondent No.1 shall not initiate, pursue, support or participate in any present or future civil, criminal, revenue or writ proceedings relating to the said property.

e) The Plaintiff/Respondent No.1 and the Defendant No.4/Appellant hereby jointly agree and declare that this compromise shall operate as a complete and final bar to any future claims or proceedings by them or by anyone claiming through or under them against the Proposed Respondent No.5/Confirming Party/Purchaser in respect of the suit schedule property whether civil, criminal, or otherwise, present or future.

f) The Plaintiff/Respondent No.1 and the Defendant No.4/Appellant hereby jointly agree and declare, expressly admits the absolute, peaceful and lawful title and possession of the Proposed

Respondent No.5/Confirming Party/Purchaser over the suit schedule property.

g) The Plaintiff/Respondent No.1 and the Defendant No.4/Appellant hereby covenant and undertake that they, and any persons claiming through or under them, shall not interfere in any manner whatsoever with the ownership, title, or peaceful possession and enjoyment of the suit schedule property by the Proposed Respondent No.5/Confirming Party/Purchaser and shall not create or attempt to create any third-party interest over the suit schedule property.

h) The Plaintiff/Respondent No.1 and the Defendant No.4/Appellant at the time of registration of sale deed hereby give their unconditional consent and no objection for the return and handing over of the original Sale Deed, Agreement of Sale, and all other original title documents relating to the suit schedule property to the Proposed Respondent No.5/Confirming Party/Purchaser and they shall not retain or claim any lien, right, or interest over the said documents.

i) The Plaintiff/Respondent No.1 hereby withdraws and abandons all allegations made against the Defendant No.4/Appellant in the suit, appeal, or any pleadings filed therein, and acknowledges and declares that the Defendant committed any fraud,

No.4/Appellant misrepresentation, suppression of facts, or illegal act in respect of the suit schedule property and the Plaintiff/Respondent No.1 shall not raise or revive any such allegations in future proceedings.

j) In the event of any breach or violation of the terms of this compromise by the Plaintiff/Respondent No.1 or the Defendant No.4/Appellant, or any person claiming through or under them, the Proposed Respondent No.5/Confirming Party/Purchaser shall be entitled to enforce this compromise in accordance with law. The Plaintiff/Respondent No.1 and the Defendant No.4/Appellant shall jointly and severally indemnify and keep indemnified the Proposed Respondent No.5/Confirming Party/Purchaser against all losses, costs, damages, expenses, or litigation arising out of such breach including any third-party claims, encumbrances, or defects in title arising out of their acts or omissions.

k) The parties further state that there has been no collusion or force, fraud or any undue influence by any of the parties to enter into this compromise in the aforesaid manner.

V. In view of the aforesaid agreement, the parties pray that this Hon'ble court may be pleased to pass

appropriate orders, in terms of the aforesaid agreement.

VI. In view of the aforesaid agreement, the appellant prays for refund of the court fee.

VII. Parties will appear before the Hon'ble Court for passing necessary orders in terms of the agreement."

2. The said memorandum of settlement is taken on record.

3. Learned counsel for both sides submits that there is no adverse interest against respondent Nos.2 to 4.

4. The GPA holder of the appellant and respondent Nos.1 and 5 are present before this Court and duly identified by their respective learned counsel.

5. When a query was made by this Court, the parties submit that they have entered into compromise before the Mediation without coercion or any undue influence.

6. Paragraph No.2 of the memorandum of settlement stated that the appellant is defendant No.4,

respondent No.1 is plaintiff and proposed respondent No.5 were present, defendant No.1/respondent No.2 is dead. Defendant No.2/Respondent No.3 is the LR of defendant No.1/Respondent No.2. The notice to respondent No.4 is dispensed with at the risk of the appellant vide order dated 08.04.2026 of this Court.

7. Learned counsel for the appellant has filed a memo stating that pursuant to the judgment and decree passed in RA.No.5036/2015, respondent No.1 had filed Execution petition in E.P.No.17/2018 and deposited a sum of Rs.3,50,000/- before the execution Court and seeks withdrawal of the said amount. The said memo is taken on record.

8. Learned counsel for the appellant has no objection to permit respondent No.1 to withdraw the said amount.

9. Respondent No.1 is permitted to withdraw the said amount of Rs.3,50,000/- subject to identification.

10. The Regular Second Appeal is ***disposed of*** in terms of the memorandum of settlement.

11. Registry to refund the Court Fee in favour of the appellant on proper identification in accordance with law.

Sd/-

JUSTICE K.S. HEMALEKHA

PHM
List No.: 1 Sl No.: 5