HC-KAR
NC: 2026:KHC:61150-DB
WA No. 2172 of 2026
CNR: KAHC010648152026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 4TH DAY OF NOVEMBER, 2026

PRESENT

THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE

AND

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

WRIT APPEAL NO. 2172 OF 2026 (GM-RES)

BETWEEN:

1. KAUSER BANU
W/O MAHAMMAD KHASIM
SHARIFF URUF AYUB
D/O LATE A.C. MAHABOOB
AGED ABOUT 46 YEARS
RESIDING AT NO.41/3
ANCHEPALYA, KUMNBALGODU POST
KENGERI HOBLI
BENGALURU – 560 060
PRESENTLY RESIDING AT
#32/A, 6TH MAIN ROAD
NEAR ROBIN THEATER
KENGERI SATELLITE TOWN
BENGALURU – 560 060

…APPELLANT

(BY SRI SRINIVAS S.V., ADVOCATE)

Digitally signed by VEERENDRA KUMAR K M
Location: High Court of Karnataka

AND:

1. MRS. SALMA
W/O MAHABOOB PASHA
D/O LATE A.C. MAHABOOB
AGED ABOUT 32 YEARS
RESIDING AT NO.32

DODDABALLAPUR
ISLAMPUR ROAD
DARGA JOGAHALLI
NEAR RAGI MILL
BENGALURU RURAL – 561 235

2. MR. GHOUSE PASHA
AGED ABOUT 37 YEARS
RESIDING AT NO.44
ANCHEPALYA, KUMBALGODU POST
KENGERI HOBLI
BANGALORE – 560 060

…RESPONDENTS

THIS WRIT APPEAL IS FILED UNDER SECTION 4 OF THE KARNATAKA HIGH COURT ACT PRAYING TO SET ASIDE THE ORDER DATED 03.06.2026 PASSED BY THE LEARNED SINGLE JUDGE IN W.P.NO.12004/2026 (GM-RES) DISMISSING THE SAID PETITION AND CONSEQUENTLY SET ASIDE THE ORDER DATED 08.03.2025 PASSED BY LOK ADALAT AT BENGALURU (CCH-83) (ANNEXURE-B IN W.P.) IN EX.NO.25482/2023, ACCEPTING THE JOINT MEMO FILED BY THE PARTIES AND ORDERING COMPLIANCE ON THE TERMS OF THE JOINT MEMO TO BE REPORTED (ANNEXURE-A IN W.P.NO.12004/2026) AND ETC.

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

CORAM: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE
and
HON'BLE MRS. JUSTICE K.S. HEMALEKHA

CNR: KAHC010648152026

ORAL JUDGMENT

(PER: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE)

1. The appellant has filed the present appeal impugning an order dated 03.06.2026 passed by the learned Single Judge in Writ Petition No.12004/2026 (GM-RES).

2. The appellant had filed the said petition impugning an order dated 08.03.2025 passed in Lok Adalat in Ex.No.25482/2023. The learned Lok Adalat had accepted the joint memo filed by the parties to the said Execution proceedings and passed the order dated 08.03.2025.

3. It is the appellant's case that the said joint memo (Lok Adalat's Award) is contrary to the terms of the decree passed in O.S.No.25795/2015, which is the subject matter of Execution No.25482/2023. The appellant also claims that she did not understand the joint memo as it was in English. The learned Single Judge rejected this contention, finding that the appellant signed the joint memo in English. Therefore the claim that she did not understand English could not be accepted.

4. Briefly stated, the relevant facts are that the appellant and respondent No.1 had filed a suit (O.S.No.25795/2015). The appellant was plaintiff No.1 (arrayed as JD-1 in Ex.No.25482/2023) and respondent No.1 was plaintiff No.2 (arrayed as **JD-2** in the execution proceedings). In the suit proceedings, plaintiff No.2 was represented by the appellant (**JD-1**) as her constituted attorney.

5. One Smt. Haseena, who was arrayed as defendant No.1 had expired during the pendency of the suit and the remaining parties were accepted as her legal representatives. Respondent No.2 is was defendant No.2 in the said suit and had instituted the as execution proceedings as the Decree Holder (**DH**).

6. The dispute in the suit related to three properties referred to as item No.1, item No.2, and item No.3. This was disposed of by an award dated 07.04.2022 passed before the Lok Adalat in terms of a compromise petition filed under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 [**CPC**].

7. It was agreed that item No.1 of the suit property would be in transferred in favour of the appellant (arrayed as plaintiff No.1). It

was also agreed that item No.3 would fall to the share of respondent No.2 (DH in the execution proceedings). Regarding item No.2, it was agreed that the appellant and respondent No.1 (the plaintiffs in the suit and JD1 and JD2) would either retain the property or sell it. In the event they sell the property, they were required to pay 30% of the sale proceeds to defendant No.2(DH). However, in the event they decided to retain the same, they would pay an amount of ₹17,25,000/- to DH. Additionally, the parties had agreed that there was an outstanding debt of ₹9,00,000/- out of which the plaintiffs (appellant and respondent No.1) agreed to pay 50%, that is, ₹4,50,000/- and the balance 50% would be paid by defendant No.2 (respondent No.2)

8. It is apparent that a dispute regarding the enforcement of the said decree had arisen, and an execution petition (Ex.No.25482/2023) was filed in O.S.No.25795/2015. The said execution petition was referred to the Lok Adalat. Before the Lok Adalat, the parties filed a joint memo, by which respondent No.1 (JD-2) issued two cheques for ₹4,00,000/- and ₹5,00,000/-, respectively, in favour of respondent No.2 (DH). It was agreed that

the remaining balance of ₹1,87,750/- would be paid by respondent No.1 (JD-2) at the time of execution of the release deed. Respondent No.2 (DH) agreed to hand over the vacant possession of item No.2 of the scheduled property to JD-2 within ten days of the encashment of the said cheques. Additionally, the appellant and respondent No.1 (JD-1 & JD-2) and respondent No.2 (DH) agreed to execute a registered release deed in respect of item No.2 of the scheduled property in favour of JD-2.

9. According to the appellant, the aforesaid arrangement is contrary to the terms of the decree and the award and therefore, passing an order in terms of the joint memo was beyond the jurisdiction of the Executing Court. We find little merit in the said contention. As noted above, the award provided an option for the plaintiffs, that is, the appellant and respondent No.1 (JD-1 and JD-2) either to sell the property in question, that is, item No.2 of the scheduled property or to retain the same. In the event they retained the same, they were required to pay a sum of ₹17,25,000/- to Respondent No.2 (DH). The decree did not contemplate any difference of opinion between the plaintiffs, that is, the appellant

and respondent No.1. However, it appears from the joint memo that the plaintiffs had decided to retain the said property. Thus, the decree holder would be entitled to ₹17,25,000/-. The appellant claimed that she paid her share and respondent No.2 (JD-2) had also agreed to pay certain amounts to DH to secure the release deed in respect of the property in question.

10. The joint memo is regarding enforcement of the decree holder's claim for the monetary amount for release of the subject property. Thus, the terms of the joint memo, clearly fall within the jurisdiction of the Lok Adalat in the execution proceedings.

11. Under the joint memo, the parties also agreed that respondent No.2 shall release the property in favour of JD-2, that is, one of the plaintiffs (plaintiff No.2) in the suit. The joint memo has been admittedly signed by all the parties. We find no error in the impugned order holding the appellant to be bound by the joint memo, which was concededly signed by her.

12. The appeal is, accordingly, dismissed.

13. The pending applications are also disposed of.

Sd/-
(VIBHU BAKHRU)
CHIEF JUSTICE

Sd/-
(K.S. HEMALEKHA)
JUDGE

KMV
List No.: 2 Sl No.: 8