HC-KAR

NC: 2026:KHC:63635-DB
COMAP No. 637 of 2025

CNR: KAHC010789582025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 17TH 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. 637 OF 2025

BETWEEN:

1. M/S BHAWANA ENTERPRISES
REPRESENTED BY ITS
PROPRIETRIX MRS. BHAWANA CHOPRA
AGED ABOUT 36 YEARS,
D/O LATE RAJENDRA CHOPRA
RESIDING AT NO. 362
7TH CROSS, LAKSHMI ROAD,
SHANTHINAGAR,
BENGALURU 560027.

PRESENTLY RESIDING AT
NO.1/18, 12TH CROSS,
ANEPALYA MAIN ROAD,
NEAR NOVEL BUSINESS PARK,
BENGALURU 560027

...APPELLANT

(BY SRI. D PRABHAKAR., ADVOCATE)

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

AND:

1. SMT. BHAGYALAKSHMI
AGED ABOUT 65 YEARS,
W/O H. VENKATESH REDDY,
RESIDING AT NO. 2/3,
2ND FLOOR, SLV PLAZA,
ARVIND AVENUE,
KUNDALAHALLI GATE,

BENGALURU - 560037.

…RESPONDENT

(BY SRI. R.SHAILESH KUMAR, ADVOCATE FOR C/R
(CP No.22075/25))

THIS COMAP IS FILED UNDER SECTION 13(1-A) OF COMMERCIAL COURTS ACT, PRAYING TO SET ASIDE THE JUDGMENT AND DECREE DATED 22.09.2025 PASSED BY THE HON'BLE LXXXII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU (CCH-83) IN COM.O.S.No.942/2022, IN SO FAR AS IT RELATES TO COUNTER CLAIM OF THE DEFENDANT WHEREIN THE APPELLANT IS DIRECTED TO PAY A SUM OF RS. 2,50,02,333.50/- WITH INTEREST AT THE RATE OF 12 PERCENT P.A. FORM 6.10.2023 TILL REALIZATION.

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 is filed under Section 13(1-A) of the Commercial Courts Act, 2015, impugning the judgment and decree dated 22.06.2025 passed by the LXXXII Additional City Civil and Sessions Judge, Commercial Court, Bengaluru (CCH-83), in Com.O.S. No.942/2022.

2. During the pendency of this appeal, the parties have amicably settled their dispute outside the Court and have

filed a joint memorandum of settlement under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 seeking disposal of the appeal by recording the compromise and passing a consent decree in terms thereof.

3. The appellant is present before the Court and has been duly identified. The learned counsel appearing for the respondent is also present. However, the respondent is not personally present before the Court.

4. The learned counsel appearing for the respondent submits that he is duly authorized and has the requisite authority to present the joint memorandum of settlement on behalf of the respondent.

5. We have interacted with the appellant, who has stated that the terms of settlement recorded in the joint memorandum have been arrived at between the parties voluntarily, out of own free will, without any force, coercion, undue influence or misrepresentation. She has further stated that she has understood the terms and conditions of the settlement and undertakes to abide by the same.

6. The learned counsel appearing for the respondent has also submitted that the respondent has voluntarily agreed to the terms and conditions contained in the joint memorandum of settlement and shall abide by the same.

7. The relevant clauses of the joint memorandum of settlement dated 17.11.2026 read as under:

JOINT MEMO

"2. That the Appellant has filed the suit against the Respondent for cancellation of Lease Deed date 15.12.2017 and consequently to direct the Respondent to refund the security deposit amount of Rs.76,40,000/- (Seventy-Six Lakhs Forty Thousand Only). That the Respondent filed written statement along with counter claim seeking for payment of arrears of rent by the Appellant.

3. That subsequently the Respondent has deposited a sum of Rs.76,40,000/- (Seventy-Six Lakhs Forty Thousand Only) before the trial court towards refund of the security deposit amount paid by the Appellant which is in judicial deposit.

4. That the trial court has directed the registry to release the said amount in deposit in a sum of Rs.76,40,000/- (Seventy-Six Lakhs Forty Thousand Only) in favour of the Appellant. That the trial court has decreed the suit in part in respect of the counter claim of the Respondent in a sum of a sum of 2,50,02,333.5/- along with interest at 12% p.a.

5. That both the parties have reached to the settlement as under:

a. That the Appellant has agreed to release a sum of Rs.70,00,000/- (Rupees Seventy Lakhs Only) out of the deposit made before the Trial Court along with accrued interest in favour of the Respondent and the Appellant will be entitled to the balance amount in deposit i.e.

Rs.6,40,000/- (Rupees Six Lakhs and Forty Thousand Only).

b. That the Respondent has given up her counter claim decree upon receiving Rs.70,00,000/- (Rupees Seventy Lakhs Only) out of the amount deposited by the Appellant towards full and final settlement. That the Respondent is satisfied with the receipt of Rs.70,00,000/-(Rupees Seventy Lakhs Only) along with accrued interest as stated.

6. The Appellant has no further claim over the Refundable Security Deposit and the interest claimed therein in the plaint and further to which the Appellant limits her claim only to Rs.6,40,000/- and the balance is adjusted towards Counter Claim made by the Respondent.

7. The parties agree that upon implementation of the present settlement and disbursement of the respective amounts deposited before the Commercial Court, all claims, counterclaims, decrees, liabilities, demands and disputes arising out of the transactions forming the subject matter of the original proceedings shall stand fully and finally settled and discharged. Neither party shall have any surviving monetary claim against the other in respect of the said transactions.

8. That the Appellant hereby withdraw the Appeal in view of the above terms and will not seek any claim against the Respondent as being settled mutually in terms of this Joint Memo."

8. In view of the amicable settlement arrived at between the parties and the joint memorandum of settlement placed on record, we dispose of the present appeal in terms of the joint memorandum of settlement dated 17.11.2026. The said memorandum shall form part of this order.

9. The parties shall be entitled to refund of the Court fee in accordance with the applicable provisions of law and the relevant rules.

Sd/-
(D K SINGH)
JUDGE

Sd/-
(H.SHANTHI BHUSHAN)
JUDGE

RKA
List No.: 1 Sl No.: 20