



HC-KAR

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NC: 2026:KHC:15810-DB
RFA No. 2046 of 2022

**IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 17TH DAY OF MARCH, 2026
PRESENT
THE HON'BLE MRS. JUSTICE ANU SIVARAMAN
AND
THE HON'BLE MS. JUSTICE TARA VITASTA GANJU
REGULAR FIRST APPEAL NO.2046 OF 2022 (MON)**

BETWEEN:

SRI S K CHAND BASHA
SON OF LATE ABDUL RAWOOF
AGED ABOUT 65 YEARS
RESIDING AT NO.1/10
CHAND VILLA
MOUNTAIN ROAD
1ST BLOCK
JAYANAGAR
BENGALURU-560 011.

...APPELLANT

(BY SRI. AJIT P. B., ADVOCATE)

AND:

SRI K TAJ
SON OF LATE KHUDDUS SAHEB
AGED ABOUT 47 YEARS
RESIDING AT NO.87
4TH CROSS





WILLIAMS TOWN
BANGALORE-560 046.

...RESPONDENT

(BY SRI. RAGHUNATH M. D., ADVOCATE)

THIS RFA IS FILED UNDER SECTION 96 OF CPC.,
AGAINST THE JUDGMENT AND DECREE DATED 08.08.2022
PASSED IN OS.No.25599/2009 ON THE FILE OF THE XIII
ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, MAYOHALL
UNIT (CCH-22), BANGALORE, PARTLY DECREERING THE SUIT
FOR RECOVERY OF MONEY AND INJUNCTION.

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

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MS. JUSTICE TARA VITASTA GANJU



ORAL JUDGMENT

(PER: HON'BLE MRS. JUSTICE ANU SIVARAMAN)

This appeal is filed challenging the judgment and decree dated 08.08.2022 passed by XIII Additional City Civil and Sessions Judge, Mayohall Unit, Bengaluru(CCH-22) in O.S.No.25599/2009.

2. We have heard Shri. Ajit P.B., learned counsel appearing for the appellant and Shri. Raghunath M.D., learned counsel appearing for the respondent.

3. It is submitted by the learned counsel appearing on either side that the dispute between the parties has been settled through mediation and that the memorandum of settlement has been entered into, which has been duly signed by the parties.

4. The parties are present before the Court and they are identified by their respective counsels.

5. The terms of the memorandum of settlement reads as under:-

"1. Both the parties submit that both parties have agreed to amicably settle the dispute taking into



consideration the duration of the litigation with uncertainty of the result and the litigation expenses.

2. *The Appellant/Defendant has agreed to pay a sum of Rs.19,50,000/- (Rupees Nineteen Lakh Fifty Thousand Only) as full and final settlement of all the claims made by the Respondent/Plaintiff inclusive of court cost and interest up to date. And he has already paid a sum of Rs.18,00,000/- (Eighteen Lakhs Only). The Respondent/Plaintiff has acknowledged the receipt of the said sum. The Appellant/Defendant has agreed to pay the balance amount of Rs.1,50,000/- (One Lakh Fifty Thousand Only) before the Court at the time of reporting settlement.*

3. *The Respondent/Plaintiff does not have any claim against the Appellant/Defendant apart from the amount aforementioned. Both the parties state that they have entered in to this agreement on their own and there is no coercion or force from any one.*

4. *In view of the settlement arrived at, the parties pray that the Court fee paid on the memorandum of appeal be refunded to the appellant/Defendant for which the Respondent/Plaintiff has no objection."*

6. It is submitted that the appeal can be disposed of in terms of the settlement arrived at between the parties.

7. The settlement arrived at is taken on record. Accordingly, the RFA is ***disposed of.***



8. The Registry shall draw up decree in terms of the memorandum of settlement and shall refund the eligible Court fee to the appellant on proper identification.

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

**Sd/-
(TARA VITASTA GANJU)
JUDGE**

RAK
List No.: 3 Sl No.: 17