



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

REGULAR FIRST APPEAL NO. 232 OF 2019 (RES)

BETWEEN:

CHIEF DIVISIONAL RETAIL SALES MANAGER,
INDIAN OIL CORPORATION LIMITED,
NO.29, P. KALINGA RAO ROAD,
MISSION ROAD, BENGALURU-560 027,
MR SURESH KUMAR.

...APPELLANT

(BY SRI VACHAN H U, ADVOCATE)

AND:

1. MR. H. N. SHIVANANJIAH,
SON OF LATE NANJIAH,
AGED ABOUT 64 YEARS, RESIDING AT NO.11,
DEVI KRUPA, 11TH CROSS, 2ND STAGE,
WEST OF CHORD ROAD, BENGALURU-560 086.

2. MRS. B. SARASWATHI PRABHAKAR,
WIFE OF MR. P. A. PRABHAKAR,
AGED ABOUT 65 YEARS,
RESIDING AT ANU HOUSE NO.93,
4TH CROSS, SYNDICATE BANK COLONY,
ARKARE VILLAGE, BANNERGHATTA ROAD,
BENGALURU - 560 076.

...RESPONDENTS

(BY SRI B R VYASA KIRAN UPADHYA, ADV. FOR R1,
SMT PRIYANKA RAO, ADVOCATE FOR R2)

THIS RFA IS FILED UNDER SEC.96 R/W.ORDER XLI OF
THE CPC.,1908 AGAINST THE JUDGMENT AND DECREE DATED
01.12.2018 PASSED IN OS NO.5179/2012 ON THE FILE OF THE





XXII ADDL.CITY CIVIL AND SESSIONS JUDGE, BENGALURU
DECREEING THE SUIT FOR EJECTMENT.

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

CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

ORAL JUDGMENT

This appeal is directed against Judgment and decree dated 01.12.2018 in O.S.No.5179/2012 on the part of XXII Additional City Civil Judge, Bengaluru. In terms of the judgment and decree dated 01.12.2018, the plaintiff's suit is decreed directing the 1st defendant to vacate and deliver the vacant possession of the suit schedule property to the plaintiff.

2. The decree also directs the first defendant to pay Rs.3,10,500/- towards arrears of rent/damages from September 2011 to June 2012. The decree further directs the first defendant to pay damages @ Rs.2,00,000/- per month till the possession of the property is handed over.

3. This appeal is filed by defendant No.2. Defendant no. 1 is arrayed as respondent No.2.

4. Learned counsel appearing for respondent no. 2/defendant no. 1 on instructions would submit that defendant



no.1/respondent no. 2 has no claim over the property, as such, she is not a party to the settlement arrived at between appellant/defendant no.2 and plaintiff/respondent No.1.

5. Submission of the learned counsel for defendant No. 1/respondent No.2 is accepted and placed on record.

6. Learned counsel for the appellant and respondent No.1 are present before the Court.

7. The authorized representative of the appellant is present before the Court. Respondent No.1 is present before the Court.

8. Learned counsel for the appellant and respondent no.1 have filed the joint memo which is duly signed by the authorized representative of appellant and respondent No.1. The terms and conditions of the settlement are as under:

JOINT MEMORANDUM OF SETTLEMENT

The Appellant and Respondent No.1 respectfully submits as follows:

1. The Appellant has filed the Regular First Appeal to set aside the Judgment dated 01.12.2018, passed by the Court of the Hon'ble XXII Addl. City Civil and Sessions Court at Bangalore (CCH-7), in



O.S.No.5179 of 2012, allowing the Respondent's Suit and for the Appellant and the Respondent No.2 to hand over vacant possession of the suit schedule property and to pay arrears of rent and damages to the Respondent No.1.

2. The Respondent No.1 is the owner of the schedule property, and the Respondent No.2 was the erstwhile lessee under a registered Lease Deed dated 11.12.2003 for a period of 30 years. Clause 5 of the said Lease Deed permitted sub-lease, pursuant to whom a Sub-Lease Deed dated 08.03.2004, was entered into between Respondent No.2 and the Appellant for a period of 20 years.

3. The said Sub-Lease Deed dated 08.03.2004 has expired by efflux of time.

4. During the pendency of the present Appeal proceedings, the Appellant and Respondent No.1 entered into negotiations for renewal of the lease and mutually agreed upon a rent of Rs.36/- per sq.ft. for a total extent of 6457.50 sq. ft., amounting to Rs.2,32,470/- per month and applicable GST with an escalation of 10% once in every three years, for a further period of 10 years with effect from 08.03.2024.

5. The Respondent No.1 and the Appellant have mutually agreed to the following terms:-

a. The Appellant shall enter into a fresh Lease Deed with the Respondent No.1 or his assignees for a period of 10 (ten) years with effect from 08.03.2024.

b. It is agreed that the rent is Rs.36/- per sq.ft. for a total extent of 6457 sq. ft., amounting to Rs.2,32,470/- per month from 08.03.2024. In addition, the Appellant shall bear the GST payable on the rent.



- c. The rent shall carry an escalation of 10% once every 3 years.
- d. The Appellant undertakes to execute the formal Lease Deed within 30 days from the disposal of the above First Appeal.
- 6. The Respondent No.1 agrees to waive all claims towards damages/mesne profits as awarded under the impugned judgment in O.S. No.5179/2012, dated 01.12.2018, in view of the present settlement.
- 7. The Appellant shall pay the Respondent NO.1 a sum of Rs.51,36,040/- (Rupees Fifty-One Lakhs Thirty-Six Thousand Forty only) towards differential rent for the period from 08.03.2024 till 31.05.2026. TDS of 10% will be applicable on the differential rent amount. Applicable rate of GST will be additionally paid by the Appellant to Respondent No.1 on the receipt of applicable GST invoice in original produced by the Respondent No.1 to the Appellant. These amounts shall be paid by the Appellant to the Respondent No.1 within 15 days from the execution of the Registered Lease Deed.
- 8. Upon the expiry of the 10-year lease period on 08.03.2034, in the event, parties are unable to reach mutual agreement for a further lease extension, the Appellant shall handover vacant physical possession of the schedule property to Owner i.e., Respondent No.1 or his assignee as the case may be.
- 9. Both parties agree that no further monetary or possessory claims shall survive against each other in respect of the suit property in light of this agreement.
- 10. The parties agree that the Appellant shall be entitled to the Court Fee of Rs.74,000/- deposited by the Appellant before this Hon'ble Court in the present Appeal proceedings.



11. The Respondent No.1 agrees that the Appellant shall continue in law possession of the suit schedule property as a tenant under the fresh lease arrangement.

12. In view of the above settlement, the parties pray that this Hon'ble Court may be pleased to record this Joint Memo of Settlement and the present Appeal may be disposed of in terms of this joint settlement.

13. The parties state that this settlement has been entered into voluntarily, without coercion, and shall be binding on them and their successors.

WHEREFORE, the parties pray that this Hon'ble Court may be pleased to dispose of the appeal in terms of this Joint Memo and set aside the Judgment dated 01.12.2018 in O.S.No.5179/2012, in the interest of justice and equity.

SCHEDULE

Property bearing No.369 (Old Nos.369 and 370) in the layout approved by the BDA under several survey numbers of K P Agrahara, Bangalore North situated at Telecom Layout, Padarayanapura Hosahalli Main Road, formed by Telecom Employees Co-operative Housing Society Limited, measuring East to West 109 + 10112 and North to South 83 + 40/2, bounded by -

East : Road

West : Private Property

North : Road

South : Road



9. The Court has perused the terms and conditions of the settlement.

10. The parties before the Court on enquiry would submit they have voluntarily entered into settlement and have understood the terms and conditions.

11. The Court does not find any impediment to accept the terms and conditions.

12. The impugned judgment and decree are substituted in terms of the compromise decree entered into between the parties.

13. Accordingly, the appeal is ***disposed of***.

14. Registry to draw decree accordingly. Refund full Court fee to the appellant.

Sd/-

**(ANANT RAMANATH HEGDE)
JUDGE**