



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

HOUSE RENT REV. PETITION NO. 4 OF 2026

BETWEEN:

SRI RAJU BANDARI,
S/O. LATE. GIRYA BANDARI,
AGED ABOUT 73 YEARS,
PREMISES NO. 153/B, SHOP NO.5,
GROUND FLOOR, 5TH MAIN, 1ST CROSS,
CHAMARAJPET, BANGALORE-560 018
SENIOR CITIZEN BENEFIT NOT CLAIMED.

...PETITIONER

(BY SRI RAMESH CHANDRA,ADVOCATE)

AND:

SRI JAGADEESH KUMAR H,
S/O. LATE. H.M HANUMANTHA RAJ,
AGED ABOUT 53 YEARS,
RESIDING AT ELEGANT GRANDOUR,
NO.247/86, FLAT NO.402, 4TH FLOOR,
7TH BLOCK, OPPOSITE NATIONAL COLLEGE,
BANASHANKARI 2ND STAGE,
JAYANAGAR, BANGALORE-560070.

...RESPONDENT

(BY SRI MANJANNA M.S, ADVOCATE)

THIS HRRP IS FILED UNDER SECTION 46 (1) OF THE KARNATAKA RENT ACT, 1999 AGAINST THE ORDER DATED 18.10.2025 PASSED IN HRC NO.1/2023 ON THE FILE OF THE CHIEF JUDGE, COURT OF SMALL CAUSES, BENGALURU, DISMISSING THE PETITION FILED UNDER SECTION 27(2)(a) OF THE KARNATAKA RENT ACT.

THIS PETITION, COMING ON FOR ADMISSION, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:





CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

ORAL ORDER

This petition is listed for admission. The petitioner before this Court claims to be the tenant under the respondent. Petition filed by the respondent in HRC No.1/2023 seeking eviction is allowed and petitioner is directed to vacate the premises.

2. The learned counsel for the petitioner as well as the respondent are present before the Court.

3. The learned counsel jointly submit that, the dispute is amicably settled and joint memo is filed reporting the terms of the settlement. The joint memo is signed by the petitioner as well as the respondent and also the counsel for the petitioner and the respondent.

4. The terms and conditions are as under:

"1. That the above revision petition is filed by the Petitioner, Sri. Raju Bandari, challenging the Order dated 18-10-2025 passed by the learned Chief Judge, Court of Small Causes, Bengaluru in HRC No.1 of 2023, directing the eviction of the Petitioner from the schedule



premises, namely Shop No.5, Ground Floor, Premises No. 153/B, 5th Main, 1st Cross, Chamarajapet, Bengaluru - 560 018 (hereinafter referred to as the "Schedule Premises").

2. That the Respondent/Landlord had filed the eviction petition in HRC No. 1 of 2023 inter alia praying for eviction of the Petitioner/Tenant on the ground of bonafide requirement of the Schedule Premises for his own use and occupation under Section 27(2)(r) of the Karnataka Rent Act, 1999. The learned trial court, by the impugned order dated 18-10-2025, allowed the said ground and directed eviction of the Petitioner.

3. That the Petitioner, having due regard to the Respondent/Landlord's bonafide need and requirement of the Schedule Premises for his own use and personal occupation, and in a spirit of amicable settlement, has voluntarily and unconditionally agreed to concede to the said prayer of the Respondent, and to vacate and hand over peaceful possession of the Schedule Premises to the Respondent on or before 31st October 2028. It is clarified that this concession by the Petitioner is made voluntarily and without prejudice to his legal



contentions raised in the revision petition, solely in the interest of amicable resolution.

4. That both parties have, upon mutual deliberation and without any coercion or undue influence, agreed to an amicable settlement of the dispute, subject to recording the same before this Hon'ble Court. The Petitioner undertakes not to challenge or obstruct the Respondent's right to use and occupy the Schedule Premises for his bonafide personal use upon vacation on 31st October 2028.

5. The Petitioner further agrees to pay enhanced monthly rent/damages at the rate of Rs.3,000/- (Rupees Three Thousand only) per month in lieu of and towards occupation charges, commencing from 01st May 2026. The said amount shall be paid on or before the 10th day of each succeeding month (i.e., the monthly payment for May 2026 shall be paid on or before 10th June 2026, and so on), directly to the Respondent as paying earlier.

6. The Petitioner filed a separate Affidavit before this Hon'ble Court, undertaking to voluntarily vacate the Schedule Premises on or before 31st October 2028 without compelling the Respondent to resort to execution proceedings.



7. Both parties pray that this Hon'ble Court may be pleased to record this joint memo of settlement and pass appropriate orders in terms thereof, including modification/disposal of the revision petition in accordance with the agreed terms.

8. Both parties submit that they have arrived at this settlement voluntarily, without any pressure, after due deliberation with their respective counsel, and that the terms hereof are fair, equitable and in the interest of all concerned.

WHEREFORE, we both the parties most respectfully pray that this Hon'ble Court may be pleased to record this Joint Memo of Settlement and pass appropriate orders in terms thereof granting time upto 31-10-2028".

5. The petitioner has undertaken to vacate the premises on or before 31.10.2028. Petitioner has also undertaken to pay ₹3,000/- per month enhanced damages commencing from 01.05.2026.

6. Learned counsel for the petitioner on instructions of the petitioner who is present before the Court, submits that though there is no clause in the joint memo, about the



consequence of default in paying the damages, would submit that the petitioner will pay the monthly rental amount without any default.

7. It is further undertaken in the joint memo filed by the petitioner and the respondent that, the petitioner will not sublet or create any third party right in the petition premises and that the petitioner will vacate the premises by 31.10.2028 at any cost without seeking any further extension.

8. The joint memo is accepted. The impugned order is modified in terms of the joint.

9. The affidavit filed by the petitioner along with the joint memo is also taken on record.

10. The petition is ***disposed of.***

Sd/-
(ANANT RAMANATH HEGDE)
JUDGE

CHS
List No.: 4 Sl No.: 13