



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 26TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.G.S. KAMAL

WRIT PETITION NO. 12902 OF 2019 (GM-RES)

BETWEEN:

M/s. HUNSUR WORKS UNIT II.
HEBBALE
(PROPRIETOR M/s.KODAGU COFFEE GROWERS
CO-OPERATIVE SOCIETY LTD.,)
P.B. NO.24,
MADIKERI -571 201
REPRESENTED BY ITS MANAGING DIRECTOR
SRI. D. BASAKARACHARI
AGED ABOUT 59 YEARS,
THROUGH HIS GPA HOLDER

SRI. M.A. NANAIAH
S/O M K AIYAPPA
AGED ABOUT 56 YEARS,
SENIOR FIRST DIVISION CLERK
KODAGU COFFEE GROWERS
CO-OPERATIVE SOCIETY LTD. PRESENTLY AT
HUNSUR WORKS HUNSUR.

...PETITIONER

(BY SRI. VIVEK SUBBA REDDY, SENIOR COUNSEL FOR
SRI. K N SUBBA REDDY, ADVOCATE)

AND:

1. COFFEE BOARD
NO.1, DR AMBEDKAR VEEDHI
BENGALURU-560 001
REPRESENTED BY ITS
CHIEF MARKETING OFFICER.





2. THE MANAGING DIRECTOR
M/s.KODAGU DISTRICT CO-OPERATIVE
CENTRAL BANK LTD.,
MADIERI - 571 201.
3. THE DIRECTOR OF FINANCE
COFFEE BOARD
NO.1, DR AMBEDKAR VEEDHI
BENGALURU-560 001.

...RESPONDENTS

(BY SMT. ANUPARNA BARDOLOI., ADVOCATE FOR R1 & R3;
SRI. K.S. BHEEMAIAH., ADVOCATE FOR R2)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE IMPUGNED COMMUNICATION DATED 18.06.2018 ISSUED BY THE R-3 VIDE ANNEXURE-A AND IMPUGNED COMMUNICATION ISSUED BY THE R-3 DATED 27.03.2017 VIDE ANNEXURE-A1.

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

CORAM: HON'BLE MR. JUSTICE M.G.S. KAMAL

ORAL ORDER

Petitioner, who was defendant No.1 in Original Suit No.62/1998 on the file of the Senior Civil Judge, Madikeri, is before this Court being aggrieved by the Communication dated 18.06.2018 (Annexure-A) issued by the respondent No.3 calling upon the petitioner to pay and comply with the decree passed in the aforesaid suit.



2. Learned Senior counsel appearing for the petitioner taking this Court through the records submits that in terms of the judgment and decree passed in Original Suit No.62/1998, the petitioner herein was required to pay a sum of Rs.1,55,28,034.74 with interest. In terms of said decree, the petitioner has paid entire sum of Rs.1,55,23,034/-. That since, the petitioner is facing financial constraints, has sought for waiver of the interest as directed in the decree. That, though the respondent No.1 had shown inclination in terms of the communication that ensued between the petitioner and the respondent No.1, had however declined to accept the request of the petitioner for waiving off the interest amount or for amicable resolution in the matter. It is this, which has led the petitioner to approach this Court. Hence, he submits that the impugned communications at Annexures 'A' and 'A1' calling upon the petitioner to pay decretal amount with interest and cost as directed thereon be quashed.

3. In response, learned counsel appearing for the respondents 1 and 3 brings to the notice of this Court, the communication that was issued by the petitioner on 12.05.2015



wherein, the petitioner has conveyed his decision of not intending to challenge the judgment and decree passed in the aforesaid suit, however the petitioner intended to bring to the notice of the respondents of heavy losses it has suffered, causing impediment to fully comply with the said decree. Therefore, she submitted that the petitioner who had opted not to challenge the judgment and decree passed in the aforesaid suit is estopped from raising any challenge. She submits that the judgment and decree passed in O.S.No.62/1998 having attained finality, the petitioner has no other option but to comply with the decree in letter and spirit. Accordingly, she sought for dismissal of the petition.

4. Learned counsel appearing for respondent No.2 submits that the respondent No.2 is involved in the matter to an extent of Bank Guarantee upto Rs.45,64,000/- which the petitioner is liable to clear. He also supports the submissions made by learned counsel appearing for the respondents 1 and 3.

5. Heard and perused the material on record.



6. There is no dispute of the fact that, upon the suit filed by the respondent No.1 in O.S.No.62/1998, decree has been passed directing the petitioner (defendant No.1 in the said suit) to pay Rs.1,55,28,034.74 to the respondent No.1-Coffee Board with interest at 18% per annum from 01.01.1996 till realisation.

7. The defendant No.2, who is the respondent No.2 herein was directed to pay Rs.45,64,000/- being value of Bank Guarantee to the respondent No.1-Coffee Board. It is also not in dispute that neither the petitioner nor the respondent No.2 had challenged the said decree by filing an appeal in the manner known to law.

8. On the other hand, as pointed out by learned counsel appearing for the respondents 1 and 3, the petitioner vide its communication dated 12.05.2015 (Annexure-C) has categorically declared and expressed its intention of not challenging said judgment and decree. Thus, the judgment and decree passed in the O.S.62/1998 not only has attained finality but also accepted by the petitioner with full conscious. Therefore, there is no possibility of considering the case of the



petitioner at this juncture for it not complying with the directions made in the said judgment and decree. Though the financial constraint is cited and communication in this regard had ensued between the petitioner and the respondent No.1, it is in the realm of the respondent No.1 to take decision in the matter. This Court refrains from making any observation in this regard. Petition lacks merit.

9. At this juncture, learned Senior Counsel appearing for the petitioner drew attention of this Court to the communication that ensued between the parties, more particularly Annexure-H produced at page No.108 and the subsequent payment made by the petitioner, submits that even though the decree was passed and the same not having been challenged, has attained finality. Petitioner was assured by the respondent board that its request for settlement of the amount will be taken up in consultation with the Ministry. Therefore he submits in the light of there being a possibility of respondent reconsidering the case they may be directed to consider the representation of the petitioner afresh which it will be making afresh.



10. Learned counsel for respondents 1 and 3 submits that the reference made by learned Senior counsel for the petitioner to Annexure-H has already been considered as seen at Annexure-A1. Reading the contents of Annexure-A1, she submits that it is only pursuant to the advice issued by the Ministry, the respondent No.1-Coffee board has proceeded to take steps for recovery of money. However she fairly submits that if the petitioner makes a representation, for amicable resolution, the same will be considered if permissible under law. However she adds that such consideration shall not be construed by the petitioner as respondent giving a go by to the decree already passed.

11. Thus, notwithstanding the above, in the light of the submissions made by the learned counsel for the parties, petitioner is at liberty to make a representation within thirty days from the date of receipt of certified copy of this order offering to settle the matter in terms of the decree amicably. If feasible and acceptable, the respondent-coffee board may pass such order one way or the other and communicate the same to the petitioner within sixty days thereafter. No coercive action will be taken till such time.



12. It is made clear that this request of the learned Senior counsel made on behalf of the petitioner and the submission made by the learned counsel for respondents shall under no circumstances be construed or understood as the decree passed by the trial Court is varied, reversed or set aside in any manner whatsoever. Indulgence shown to the parties to avail the one time settlement/waiver of interest is in addition to the decree which is already passed and not in derogation of the same.

Writ petition disposed of accordingly.

SD/-
(M.G.S. KAMAL)
JUDGE