



NC: 2026:KHC:11181
WP No. 8446 of 2021

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MS. JUSTICE TARA VITASTA GANJU

WRIT PETITION NO. 8446 OF 2021 (GM-CPC)

BETWEEN:

SRI PEER SAB
S/O LATE KASHIM SAB
AGED ABOUT 64 YEARS
R/AT NO.28, NEW NO.116
VENKATASWAMAPAP LAYOUT
CHAMUNDINAGAR
CHOLANAYAKANAHALLI
HEBBAL, R.T. NAGAR
BENGALURU-560 032

...PETITIONER

(BY SRI. S.A. SUDHINDRA, ADVOCATE)

AND:

SAYED MEHABOOB
S/O LATE SAYED BASHA
AGED ABOUT 37 YEARS
R/A NO.12, 1ST MAIN
2ND CROSS
BELLAHALLI VILLAGE
YELAHANKA HOBLI
BENGALURU-560 064

...RESPONDENT

(BY SMT. RAJESHWARI M FOR
SRI. R.B. SADASIVAPPA, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226
AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO



QUASH THE IMPUGNED ORDER DTD 09.04.2021 PASSED ON IAs FILED BY THE JUDGEMENT DEBTOR/PETITIONER UNDER SECTION 151 OF CPC (IA NO.2) AND SECTION 144 READ WITH SECTION 151 OF CPC (IA NO.3) IN EX.NO.1750/2020 ON THE FILE OF THE XII ADD. CITY CIVIL AND SESSIONS JUDGE (CH-27) AT BENGALURU VIDE ANNEX-J.

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

CORAM: HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORAL ORDER

1. The present petition seeks to challenge an order dated 09.04.2021, passed by the learned XII Additional City Civil and Sessions Judge at Bengaluru City, on I.A.Nos.2 and 3 in O.S.No.1750/2020 [hereinafter referred to as the "Impugned Order"]. By the Impugned Order, two applications, i.e. I.A.No.2, under Section 151 of the Code of Civil Procedure, 1908 [hereinafter referred to as the "CPC"] and I.A.No.3, under Section 144 of the CPC, filed by the petitioner/Judgment Debtor, have been dismissed.

2. The petitioner/Judgment Debtor and respondent/ Debtor Holder and their respective learned counsels are



physically present in the Court. The parties have been identified by their respective counsel.

3. The learned counsels for the parties submit that they have reached an amicable settlement, during the course of the petition proceedings and have executed a Settlement Agreement on 20.02.2026.

4. The parties submit that the respondent/Decree Holder admits that he has received a sum of ₹5,00,000/- [Rupees Five Lakhs] by way of cash, as part of the sale consideration and the petitioner/Judgment Debtor has agreed to pay the balance sum of ₹70,00,000/- [Rupees Seventy Lakhs] as sale consideration in two further instalments in a sum of ₹25,00,000/- [Rupees Twenty Five Lakhs] payable on or before 21.04.2026 and a sum of ₹40,00,000/- [Rupees Forty Lakhs] payable on or before 21.06.2026. The petitioner/Judgement Debtor has also agreed that on failure to pay the second instalment on or before 21.06.2026, a sum of ₹5,00,000/- [Rupees Five



Lakhs] received by way of cash, would be forfeited and the balance amount shall be returned. It is further agreed that in case of default on the part of the respondent/Decree Holder in executing the Sale Deed, the petitioner/Judgment Debtor can approach the learned Trial Court. The salient features of the Settlement Agreement are set out below:

"V. During the course of mediation, the Petitioner and the Respondent with the able assistance of their respective Advocates and after a thorough discussion have settled the matter and they have agreed to the following terms and conditions:

- 1. The Petitioner has agreed to pay a sum of Rs.70,00,000/-(Rupees Seventy Lakhs Only) to the Respondent as sale consideration and the Respondent has agreed to execute a sale deed in respect of the schedule property conveying the same to the Petitioner.*
- 2. The Petitioner has paid a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) to the Respondent by way of cash as part of the sale consideration. Further the Petitioner agrees to pay a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) to the Respondent on or before 21.04.2026 by way of demand draft/online transfer.*
- 3. Similarly, the Petitioner agrees to pay a sum of Rs.40,00,000/-(Rupees Forty Lakhs Only) to the Respondent on or before 21.06.2026 by way of demand draft/online transfer.*
- 4. In the event of the Petitioner failing to pay the 2nd instalment of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) on or before 21.04.2026, he shall pay an*



additional sum of Rs.5,00,000/-(Rupees Five Lakhs Only).

5. After payment of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) as stipulated above, the Respondent will get the tenants evicted and keep vacant of possession of the schedule property to be conveyed to the Petitioner by registration of the sale deed after receiving the balance of Rs.40,00,000/- (Rupees Forty Lakhs only) and also ensure delivery of possession of the schedule property to the Petitioner. Further he shall keep the petitioner informed of the same to the Respondent in writing so also telephonically.

VI. Both parties agree that in case of default by the Petitioner, the Respondent shall forfeit a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) paid by him being part of the sale consideration. Similarly in case of default by the Respondent in executing the sale deed after keeping the premises vacant as aforementioned, further both parties agree that in the event of default by Respondent, the Petitioner can approach the Trial Court seeking for an order compelling the Respondent to execute a sale deed conveying the schedule property to the Petitioner and upon his failure get the sale deed executed through the process of the court by filing an execution petition and also for delivery of possession. In addition, the Petitioner has a right to enforce this agreement for specific performance of the contract.

VII. The parties further state that there has been no collusion or force, fraud or any undue influence by any of the parties to enter into this compromise in the aforesaid manner."

5. As stated above, the Agreement has been executed by both parties, who have affirmed the contents of the Settlement Agreement and that they will abide by the Settlement Agreement.



6. The Settlement Agreement signed by both parties is taken on record. This Court has interacted with the parties and explained the contents of the Settlement Agreement as well during the hearing today.

7. Let a decree sheet be drawn up in terms of the compromise.

8. The petition is ***disposed of*** as being settled in the foregoing terms. All pending applications stand closed.

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

BMV*
List No.: 2 Sl No.: 2