



NC: 2026:KHC:17137
W.P. No.22558/2021

IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 25TH DAY OF MARCH, 2026
BEFORE
THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL
WRIT PETITION NO.22558/2021 (GM-CPC)

BETWEEN:

MR. MANSOOR NAGHNOOR
S/O MR. M.N. NAGHNOOR
AGED ABOUT 63 YEARS
R/AT NO.26, 5TH MAIN
JAYAMAHAL EXTENSION
BENGALURU-560046.

...PETITIONER

(BY SRI. RISHAB D. DESAI, ADV.,)

AND:

1. SMT. SHAHNAZ BANO
W/O HUSSAIN SHARIFF
AGED ABOUT 58 YEARS
R/AT APARTMENT NO.102, FIRST FLOOR
FARAH GARDENS NO.17
WELLINGTON STREET
RICHMOND TOWN
BENGALURU-560025.
2. MR. SYED NAJMUL HASSAN SALEH
S/O MIR MOHAMMED SALEH
AGED ABOUT 50 YEARS
MANAGING DIRECTOR
IMPERIUM CONSTRUCTIONS PVT LTD.,
NO.8, SALEH CENTRE
CUNNINGHAM ROAD
BENGALURU-560052.

...RESPONDENTS

Digitally signed
by ARSHIFA
BAHAR
KHANAM

Location: HIGH
COURT OF
KARNATAKA



(BY SRI. M.A. HUMAYUN, ADV., FOR R1
SRI. SYED SHUJAUDDIN, ADV., FOR R2)

THIS W.P. IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA, PRAYING TO SET ASIDE THE IMPUGNED ORDER DATED 05 OCTOBER 2021 AT ANNEXURE-A PASSED BY THE LD. XXXII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU (CCH-83) TO THE EXTENT IT MARKS THE EXHIBIT P6 AND EXHIBIT P7 AS ADMITTED DOCUMENTS IN COM.O.S.NO.7168/2015 & ETC.

THIS PETITION, COMING ON FOR PRELIMINARY HEARING IN 'B' GROUP, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

ORAL ORDER

This writ petition is filed by defendant No.1 in Com.O.S.No.7168/2015 seeking the following reliefs:

"i) Set aside the Impugned order dated 05 October 2021 at Annexure 'A', passed by the Ld. XXXII Additional City Civil & Sessions Judge, Bengaluru (CCH-83) to the extent it marks the Exhibit P.6 and Exhibit P.7 as admitted documents in Com.O.S.No.7168/2015; and

ii) Grant such other reliefs to the Petitioner as may be appropriate in the circumstances of the case, in the interests of justice and equity."

2. Sri.A.M.Humayun, learned counsel appearing for respondent No.1 and Sri.Syed Shujauddin, learned



counsel appearing for respondent No.2 submits that the dispute between the parties has been amicably resolved and that a joint memo has been filed to that effect. The joint memo reads as under:

"JOINT MEMO FILED BY THE FIRST RESPONDENT [PLAINTIFF] AND SECOND RESPONDENT [2ND DEFENDANT].

The First Respondent respectfully submits as follows:

1. *The first Respondent in the above writ petition is the plaintiff in Com.O.S.No.7168/2015. The said suit was filed by her for recovery of a sum of Rs.1,83,40,000/-(Rupees one Crore Eighty Three Lakhs Forty Thousand only) against the petitioner and the 2nd respondent.*
2. *That during the proceedings the commercial court marked certain Documents (Reply Notices by the first and second defendants in Com.O.S.No.7168/2015).*
3. *The petitioner in the above writ petition preferred the above writ petition challenging the marking of the said reply notices.*
4. *This Hon'ble court was pleased to stay the further proceedings in Com.O.S.No.7168/2015 pending on the file of the Commercial Court (CCH-83) by its order dated 05-10-2021.*
5. *The first Respondent who invested huge amounts on the assurance of the second respondent herein who is the Builder who has entered into a joint development agreement with the petitioner herein who is the land lord.*



6. *That both the first and second defendants in Com.O.S.No.7168/2015 (The petitioner and the Second Respondent in the present writ petition) since did not start the construction for a long time, the First respondent herein who is the plaintiff in Com.O.S.No.7168/2015 demanded refund of all the monies paid by her to the second Respondent herein.*
7. *However lot of negotiations took place and due to the intervention of friends and well wishers of all the parties the first respondent and the second respondent have agreed to the following terms:*
 - (a) *The Second respondent in the above writ petition has agreed to pay a total sum of Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs only) to the First Respondent (Plaintiff in Com.O.S.No.7168/2015) towards full and final settlement of all her claims in the said suit, pending in the Commercial Court, CCH-83.*
 - (b) *The First Respondent in the above writ petition has agreed to receive the said sum of Rs.1,20,00,000/- (Rupees One Crore Twenty lakhs only) towards full and final settlement of all her claims in Com.O.S.No.7168/2015.*

The second respondent herein has agreed to pay the said sum of Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs only) to the first Respondent as detailed hereunder:

Rs.40,00,000/- is paid under two Demand drafts of Rs.20,00,000/-(Rupees Twenty Lakhs only) each.

- (i) *Demand Draft bearing No.289262 dated 18-12-2025 drawn on Union Bank of India, Cantonment Branch Bengaluru in the name of the first Respondent Smt.Shahnaz Bano, for Rs.20,00,000/- (Rupees Twenty Lakhs only)*



- (ii) *Demand Draft bearing No.011482 dated 18-12-2025 drawn on Axis Bank, Cunningham Road branch Bengaluru in the name of the first Respondent Smt.Shahnaz Bano, for Rs.20,00,000/- (Rupees Twenty Lakhs only)*

The balance of Rs.80,00,000/- (Rupees Eighty Lakhs only) payable by the second respondent to the first respondent herein she the First Respondent permitted the second respondent to utilize the said sum of Rs.80,00,000/- (Rupees Eighty Lakhs only) for providing interiors such as fittings, fixtures, plumbing, Sanitation work, and flooring with Italian Marble etc., including paying of GST and other levies in respect of the Apartments bearing No.T-1 and T-2, owned jointly by the daughters and husband of the First Respondent namely Smt.Ishrathunissa and Smt.Umme Hani and Mr.Hussain Shariff, situated in third floor of the Residential Apartment Building built by the second respondent known as "EASTERN COUNTY" No.39, NethajiRoad, Bengaluru - 560005 (PID No.91-94-(9)). Accordingly, the second Respondent has completed the said interiors as detailed herein before and handed over the said apartments to the 1st Respondent.

8. *Thus, in view of the above facts and circumstances the First respondent in the above Writ Petition acknowledges the receipt of total Sum of Rs.1,20,00,000/- (Rupees One Crore Twenty Lakhs only) from the second respondent towards all her claims in Com.O.S.No.7168/2015 pending on the file of the Commercial Court, CCH-83.*
10. *That the first respondent hereby declare that apart from the above she has no claims what so ever against the second respondent. Further she declares that she has no claims against the petitioner (First defendant in Com.O.S.No.7168/2015).*



11. *The court fees paid on the Plaint in Com.O.S.No.7168/2015 be refunded as per law to the first respondent (plaintiff).*

WHEREFORE, the first respondent prays that in view of the above settlement this Hon'ble Court be pleased to dismiss the suit filed by her in Com.O.S.No.7168/2015 pending on the file of the Commercial Court, CCH-83, at Bengaluru."

3. The joint memo is placed on record.

4. A perusal of the joint memo indicates that the respondent No.1/plaintiff and respondent No.2/defendant No.2 have settled the dispute and that the plaintiff intends to withdraw the suit in Com.O.S.No.7168/2015 as against both the defendants i.e., petitioner and respondent No.2 herein.

5. In view of the said settlement and the joint memo, the writ petition does not survive for consideration and is accordingly ***disposed of***.

6. It is needless to observe that the Commercial Court shall refund the eligible court fee to the plaintiff on



proper identification in view of the settlement arrived at
between the parties in terms of the joint memo.

Sd/-
(VIJAYKUMAR A. PATIL)
JUDGE

ABK
List No.: 2 Sl No.: 5