



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 26TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE ASHOK S.KINAGI

CIVIL MISC. PETITION NO. 540 OF 2024

C/W

CIVIL MISC. PETITION NO. 547 OF 2024

IN CMP No. 540/2024

BETWEEN:

MR. SRINATH RAMANUJAN
S/O RAMANUJAN VILLUR SRINIVASAN
AGED 33 YEARS
CURRENTLY R/AT FLAT NO.S1
RV MEADOWS, 54/30 RAJU STREET
WEST MAMBALAM
CHENNAI 600033.

REPRESENTED BY HIS GPA HOLDER AND FATHER

MR. RAMANUJAN VILLUR SRINIVASAN
AGED 62 YEARS
R/AT FLAT NO.S1
R V MEDADOWN, 54/30, RAJU STREET
WEST MAMBALAM
CHENNAI 600033.

...PETITIONER

(BY SRI. ANIL KUMAR M V., ADVOCATE)





AND:

1. SRI. RAMACHANDRA
S/O LATE UGRAPPA
AGED 69 YEARS
R/AT NEAR KATAYAMMADEVI TEMPLE
BYATARAYANAPURA
BELLARY ROAD
BANGALROE

REP. BY THEIR GPA HOLDER

M/S FORTUNA CONSTRUCTIONS (INDIA) PVT LTD.,
A COMPANY DULY INCORPORATED UNDER THE
COMPANIES ACT
HAVING ITS OFFICE AT FORTUNE HOUSE
184, 3RD FLOOR, OPPT. NCERT OUTER RING ROAD
BANAGSHANKARI
3RD STAGE, BENGALURU 560085
REP. BY ITS MANAGING DIRECTOR
MR PADMAIAH VUPPU

2. SRI NARAYANASWAMY
S/O LATE UGRAPPA
AGED 59 YEARS
R/AT NEAR KATAYAMMADEVI TEMPLE
BYATARAYANAPURA
BELLARY ROAD
BANGALROE

REP. BY THEIR GPA HOLDER

M/S FORTUNA CONSTRUCTIONS (INDIA) PVT LTD.,
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REP. BY ITS MANAGING DIRECTOR
MR PADMAIAH VUPPU



NC: 2026:KHC:12135
CMP No. 540 of 2024
C/W CMP No. 547 of 2024

3. M/S FORTUNA CONSTRUCTION INDIA PVT LTD.,
A COMPANY DULY INCORPORATED UNDER THE
COMPANIES ACT
HAVING ITS OFFICE AT FORTUNE HOUSE
184, 3RD FLOOR, OPPT. NCERT OUTER RING ROAD
BANASHANKARI
3RD STAGE, BENGALURU 560085
REP. BY ITS MANAGING DIRECTOR
MR PADMAIAH VUPPU
4. M/S AASTHY OPPORTUNITY 2 PRIVATE LIMTIED
HAVING REGISTERED OFFICE AT NO.212
SOBHA MORZARIA APTS
BG ROAD 4/1, BANNERGHATTA MAIN RAOD
BANGALROE 560029.
REP. BY ITS DIRECTOR
MR. NARAYAN LAL

...RESPONDENTS

(BY SRI. AJIT P B., ADVOCATE FOR R1, R2 & R3
REP. BY GPA HOLDER MR. PADMAIAH VUPPU
SRI. ASHIKA GURUMATH, ADVOCATE FOR R4)

THIS CIVIL MISC. PETITION IS FILED UNDER SEC.11(5) OF THE ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO A. APPOINT A SOLE ARBITRATOR AS PER CLAUSE NO. 15 OF REGISTERED AGREEMENT OF SALE DATED 07.04.2022 REGISTERED ON 08.04.2022 AT ANNEXURE-B, EXECUTED BY RESPONDENTS NO. 1 TO 3 IN FAVOUR OF RESPONDENT NO. 4, WHICH IS ALSO BINDING ON PETITIONER AS PER REGISTERED ASSIGNMENT DEED DATED 26.07.2023 AT ANNEXURE-C EXECUTED BY RESPONDENT NO. 4 IN FAVOUR OF PETITIONER HEREIN AND TO REFER THE DISPUTE BETWEEN THE PARTIES TO THE ARBITRAL TRIBUNAL SO APPOINTED SO AS TO HAVE THE SAME ADJUDICATED IN ACCORDANCE WITH THE PROVISIONS OF ARBITRATION AND CONCILIATION ACT 1996.



IN CMP NO. 547/2024
BETWEEN:

1. MR.RAMANUJAN VILLUR SRINIVASAN
S/O V K SRINIVASAN
AGED 62 YEARS
R/AT FLAT NO.S1
R V MEDADOWN 54/30
RAJU STREET
WEST MAMBALAM
CHENNAI 600033.

...PETITIONER

(BY SRI. ANIL KUMAR M V.,ADVOCATE)

AND:

1. SRI. RAMACHANDRA
S/O LATE UGRAPPA
AGED 69 YEARS
R/AT NEAR KATAYAMMADEVI TEMPLE
BYATARAYANAPURA
BELLARY ROAD
BANGALROE

REP. BY THEIR GPA HOLDER

M/S FORTUNA CONSTRUCTIONS (INDIA) PVT LTD.,
A COMPANY DULY INCORPORATED UNDER THE
COMPANIES ACT
HAVING ITS OFFICE AT FORTUNE HOUSE
184, 3RD FLOOR, OPPT. NCERT OUTER RING ROAD
BANAGSHANKARI
3RD STAGE, BENGALURU 560085
REP. BY ITS MANAGING DIRECTOR
MR PADMAIAH VUPPU

2. SRI NARAYANASWAMY
S/O LATE UGRAPPA
AGED 59 YEARS



R/AT NEAR KATAYAMMADEVI TEMPLE
BYATARAYANAPURA
BELLARY ROAD
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REP. BY ITS MANAGING DIRECTOR
MR PADMAIAH VUPPU

3. M/S FORTUNA CONSTRUCTION INDIA PVT LTD.,
A COMPANY DULY INCORPORATED UNDER THE
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3RD STAGE, BENGALURU 560085
REP. BY ITS MANAGING DIRECTOR
MR PADMAIAH VUPPU

4. M/S AASTHY OPPORTUNITY 2 PRIVATE LIMTIED
HAVING REGISTERED OFFICE AT NO.212
SOBHA MORZARIA APTS
BG ROAD 4/1, BANNERGHATTA MAIN RAOD
BANGALROE 560029.
REP. BY ITS DIRECTOR
MR. NARAYAN LAL

5. MISS UPASANA ACHARYA
D/O MR. BHABANI SHANKAR ACHARYA
AGED 33 YEARS
R/AT FLAT NO.201
KALPABRIKSHYA, 3RD B CROSS
SRI VENKATESHWAR LAYOUT



MAHDEVPURA
BANGALORE 560048

6. MR. BHABANI SHANKAR ACHARYA
SO LATE BAMDEV ACHARYA
AGED 61 YEARS
R/AT FLAT NO.201
KALPABRIKSHYA, 3RD B CROSS
SRI VENKATESHWAR LAYOUT
MAHDEVPURA
BANGALORE 560048

...RESPONDENTS

[BY SRI. THONTADHARYA R K., ADVOCATE FOR R1 TO R3
SRI. P.B. AJIT, ADVOCATE FOR R1 TO R3 (VK NOT FILED)
SRI. ASHIKA GURUMATH, ADVOCATE FOR R4
R5 SERVED
(R1 & R2 REP. BY THEIR GPA HOLDER R3)
V/O DATED 02.09.2025 NOTICE TO R6 IS H/S]

THIS CIVIL MISC. PETITION IS FILED UNDER SEC.11(5) OF THE ARBITRATION AND CONCILIATION ACT, 1996 PRAYING TO APPOINT A SOLE ARBITRATOR AS PER CLAUSE NO. 15 OF REGISTERED AGREEMENT OF SALE DATED 08.07.2022 AT ANNEXURE-A EXECUTED BY RESPONDENTS NO. 1 TO 3 IN FAVOUR OF RESPONDENT NO.4, WHICH IS ALSO BINDING ON PETITIONER AS PER REGISTERED ASSIGNMENT DEED DATED 26.07.2023 AT ANNEXURE-B EXECUTED BY RESPONDENT NO. 4 IN FAVOUR OF PETITIONER HEREIN AND TO REFER THE DISPUTE BETWEEN THE PARTIES TO THE ARBITRAL TRIBUNAL SO APPOINTED SO AS TO HAVE THE SAME ADJUDICATED IN ACCORDANCE WITH THE PROVISIONS OF ARBITRATION AND CONCILIATION ACT 1996.

THESE PETITIONS, COMING ON FOR ORDERS, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE ASHOK S.KINAGI



ORAL ORDER

On 19.12.2025, on the joint submission made by the learned counsel for the parties, the matters were referred to mediation and the parties were directed to appear before the Director, Karnataka Mediation Centre on 06.01.2026.

2. Pursuant to the order dated 19.12.2025, the parties have appeared before the Karnataka Mediation Centre and filed memorandums of settlement under Section 89 of CPC read with Rules 24 and 25 of the Karnataka Civil Procedure (Mediation) Rules, 2005, which read as follows:

CMP No.540/2024:

"I. The civil Misc petition filed under Section 11(5) of Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator and to refer the dispute between the parties and other reliefs.

II. Brief Facts:

The Fortuna Construction (India) Private Limited (Respondent No.3), represented by Mr.



NC: 2026:KHC:12135
CMP No. 540 of 2024
C/W CMP No. 547 of 2024

Padmaiah Vuppu, has entered into a registered Agreement of Sale dated 07.04.2022, Regd on 08/04.2022 as Doc No.BYP-1-00196-2022-23, Book-1, CD NO.BYPD1090, registered at the office of Sub registrar, Byatarayanapura, Bengaluru, and an unregistered Buy Back Agreement dated 08.04.2022 in respect of Flat bearing No. 107, Measuring 1100 Square feet of SBA, situated in the First floor of the building Known as "FORTUNA ACACIA" along with 318.07 Square feet of Undivided Share, right, title in land, which property is more fully described in schedule 'A, 'B' & 'C' hereunder and hereinafter referred to as Schedule A 'B' & 'C' properties with M/s Aasthy Opportunity 2 Private Limited (Respondent No.4) herein by receiving the full consideration of Rs.58,30,000/- (Rupees Fifty Eight Lakhs and Thirty Thousand Only) through cheque bearing No.000001, dated 07.04.2022, Drawn on HDFC Bank.

Subsequently, the Respondent No.4, M/s Aasthy Opportunity 2 Private Limited, in consonance with Clause 6 of Agreement of sale dated 07.04.2022, has assigned all its rights acquired under the Agreement of Sale dated 07.04.2022, Regd on 08.04.2022, in favour of Mr. Srinath Ramanujan (Petitioner herein), on receiving a consideration of a sum of Rs. 73,70,000/-



(Rupees Seventy three lakhs seventy Thousand only), by way of an Assignment Deed dated 26.07.2023, registered on 28.07.2023, vide, Doc bearing No.GNR-1-02833-2023-24, registered at the Gandhinagar Sub registrar office.

The Petitioner, Mr. Srinath Ramanujan, represented through his GPA Holder, Mr. Ramanujan Villur Srinivasan, has filed a petition under section 11(5) of the Arbitration and Conciliation Act 1996, to appoint an Arbitrator as per Clause 15 of the Registered Agreement of Sale Deed dated 07.04.2022, Regd on 08.04.2022, for the resolution of the dispute.

III. The aforesaid petition was referred to mediation for resolving the dispute between the parties. During the course of mediation, the petitioner is represented by GPA Holder Sri. Ramanujan Villur Srinivasan and Respondent 1 and 2 represented by their GPA Holder Sri Padmaiah Vuppu, Managing Director who is Respondent No.3 herein and Respondent No.3 & 4 along with their respective Advocates were present. Both the parties after a thorough discussion with the able assistance of their respective Advocates have resolved their disputes and have agreed to the following terms and conditions:



1. *In view of this amicable settlement arrived between the parties, the Respondent No.3 (M/s Fortuna Constructions India Private Limited) has agreed to pay a sum of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) to the Respondent No.4 Company i.e. M/s Aasthy Opportunity 2 Private Limited as a full and final settlement of the claims of the Petitioner (Mr. Srinath Ramanujan) and Respondent No.4 Company i.e., M/s Aasthy Opportunity 2 Private Limited. The said amount will be paid by the Respondent No.3 (M/s. Fortuna Constructions India Private Limited) to Respondent No.4 (M/s. Aasthy Opportunity 2 Private Limited) in the following manner:*
 - a. *A sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) is already paid by the Respondent No.3 (M/s. Fortuna Constructions India Private Limited) to Respondent No.4, (M/s. Aasthy Opportunity 2 Private Limited) by way of Demand Draft bearing No.011131, dated 24.10.2025, Drawn on HDFC Bank, Banashankari Branch, Bengaluru, in the name of Respondent No.4, M/s Aasthy Opportunity 2 Private Ltd., A/c No.2502269585126194.*



The Respondent No.4 hereby admits and acknowledges the receipt of the same.

- b. The remaining amount of Rs.60,00,000/- (Rupees Sixty Lakhs Only) shall be paid by the Respondent No.3, M/s. Fortuna Constructions (India) Private Limited, to the Respondent No.4 Company, i.e., M/s. Aasthy Opportunity 2 Private Limited, by way of Demand Draft on or before 11.04.2026, to Respondent No.4, M/s.Aasthy Opportunity 2 Private Limited, bearing A/c No. 2502269585126194, IFSC Code-AUBL0002695, Customer ID-40691588, AU Small Finance Bank, Koramangala Branch Bengaluru.*
- 2. The Respondent No.4 (M/s.Aasthy Opportunity 2 Private Limited) undertakes to transfer the said amount of Rs. 75,00,000/- (Rupees Seventy Five Lakhs only) forthwith to the Petitioner, Mr. Srinath Ramanujan, as when they receive the payment from Respondent No.3, (M/s. Fortuna Constructions (India) Pvt Ltd) and the Petitioner has no objections to receive the said amount of Rs. 75,00,000/- (Rupees Seventy Five Lakhs only) from Respondent No.4 in the manner stated above. The Respondent No. 3 is discharged of*



all its liabilities once the payment of Rs. 75,00,000/- (Rupees Seventy Five Lakhs only) is made to the Respondent No. 3. The Respondent No. 3 is not liable for any default by the Respondent No. 4 in transferring the aforesaid amount to the Petitioner.

- 3. Simultaneously upon receipt of the said amount of Rs. 75,00,000/- (Rupees Seventy Five lakhs only) from Respondent No.3, i.e., M/s. Fortuna Constructions (India) Private Limited, the Petitioner and Respondent No.4 (M/s. Aasthy Opportunity 2 Private Limited), undertake to execute the cancellation of the Agreement of Sale dated 07.04.2022 and the Assignment Agreement dated 26.07.2023, in respect of Flat No.107.*
- 4. The Respondent No.3, M/s. Fortuna Constructions (India) Private Limited, hereby agrees and undertakes to take all necessary steps at its own costs and expenses for registration of Cancellation of Agreements on or before 11.04.2026 and inform the schedule of registration two days in advance to the Petitioner and Respondent No.4.*
- 5. It is specifically agreed between the parties that, in the event of default of payment by*



the Respondent No.3 (M/s. Fortuna Constructions (India) Private Limited, it shall be liable to pay the interest @18% per annum on the balance amount of Rs. Rs.60,00,000/- (Rupees Sixty Lakhs only) to the Respondent No.4 (Aasthy Opportunity 2 Private Limited) from the date of default till realisation, and the Respondent No.4 undertakes to transfer the said interest for delayed payments, if any, to the Petitioner as and when the same is received by Respondent No.4. In case of delay/default, the Petitioner is entitled only to the interest as stated above, and is not entitled to revive the claims on the Schedule B & C Properties.

- 6. After receiving the agreed amount of Rs.75,00,000/-(Rupees Seventy Five Lakhs Only), the Petitioner (Mr. Srinath Ramanujan) and Respondent No.4 (M/s. Aasthy Opportunity 2 Private Limited) shall not have any claim, right, title and interest over Flat No.107, mentioned in the Agreement of Sale dated 07.04.2022 and the Respondent No.3 (M/s. Fortuna Constructions India Private Limited) shall be entitled to deal with the property, i.e. Flat No.107 (more fully*



Described in schedule B&C herein below) in the manner it deems fit.

7. *The Petitioner undertakes that, in view of this settlement, the Petitioner will not enforce the Order dated 24/03/2025, passed by the Hon'ble VIII Addl City Civil and Sessions Judge, CCH-15, at Bangalore in A.A 53/2024, and the said Order dated 24/03/2025, is not binding on the Respondent No. 3.*
8. *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.*

SCHEDULE "A" PROPERTY

(Larger property on which Schedule 'C' property is built)

All that piece and parcel of Property bearing BBMP Khata No.469/88/1P1, carved out of Converted Land in Survey Number-88/1P1 measuring 1 Acre, (Converted vide official Memorandum dated 29.01.2009, bearing No. No.ALN/NAY/SR:64/2006-07, issued by the Special Deputy Commissioner, Bangalore District), (Subsequently 121.91 Sq.Mtr utilized for road widening), thus now actual measurement of the land is 42,240 Sq.ft only) situated at Byatarayanapura Village, Yelahanka



*Hobli, Bangalore North Taluk, Bengaluru and
bounded on*

*East By : Property belonging to Sr.
Chikka Adappa*

West By : Samvridhhi

North By: Road

South By: Adiram Property

SCHEDULE 'B' PROPERTY

(Description of undivided share of land)

*All that piece and parcel of 318.07 sq. ft. of
undivided right, title and interest in the immovable
property mentioned in SCHEDULE 'A' PROPERTY.*

SCHEDULE "C"PROPERTY-

(Description of the Apartment Unit)

*Flat bearing No.107, in First Floor, Measuring 1100
Square feet of Super Built Up Area, containing Two
Bedrooms (2 BHK) together with ONE COVERED
CAR PARKING SPACE, along with proportionate
share in common areas such as passages, Lobbies,
Staircase, Swimming Pool, Garden Area,
Multipurpose Hall, Club House, lifts, Tennis Court
contained in the Residential Apartment building
constructed on the SCHEDULE 'A' PROPERTY known
as "FORTUNA ACACIA.*

*IV. In view of the aforesaid agreement entered into
between the parties, the parties pray that this*



Hon'ble High Court to pass appropriate orders disposing off the above petition in terms of this agreement.

- V. *Parties shall appear before the Hon'ble High Court for passing necessary orders in terms of the agreement whenever the matter is listed before the Hon'ble Court."*

CMP No.547/2024:

- "I. *The civil Misc petition filed under Section 11(5) of Arbitration and Conciliation Act, 1996 to appoint a Sole Arbitrator and to refer the dispute between the parties and other reliefs.*

II. *Brief Facts:*

The Respondent No.3, M/s Fortuna Constructions India Private Limited, represented by Mr. Padmaiah Vuppu, has entered into a registered Agreement of Sale dated 08.07.2022, registered as Doc No.BYP-1-03458-2022-23, CD No. BYPD1158, Book-1, registered at the office of Sub registrar, Byatarayanpura, Bangalore and an unregistered Buy Back Agreement dated 08.07.2022, in respect of Flat No.109, measuring 1144 square feet of SBA, situated in the First floor of the building Known as "FORTUNA ACACIA" along with 330.79 Square feet of Undivided Share, right, title in land, which



property is more fully described in schedule 'A, 'B' & 'C' hereunder and hereinafter referred to as Schedule A 'B' & 'C' Properties with M/s Aasthy Opportunity Omega Private Limited (Respondent No.4) herein by receiving consideration of Rs.40,00,000/- (Rupees Forty lakhs Only) through cheque bearing No.000881, Drawn on ICICI Bank dated 12.07.2022.

Subsequently, the Respondent No.4, M/s Aasthy Opportunity Omega Private Limited, in consonance with Clause 6 of Agreement of Sale dated 08.07.2022, has assigned all its rights acquired under the Agreement of Sale dated 08.07.2022 in favour of the Mr. Ramanujan Villur Srinivasan (Petitioner herein) on receiving a consideration of Rs.50,56,480/- (Rupees Fifty Lakhs Fifty Six Thousand Four Hundred and Eighty Only) vide Assignment Deed dated 26.07.2023, registered on 31.07.2023, bearing Doc No.GNR-1-02843-2023-24, registered at the office of the Sub Registrar, Gandhinagar, Bangalore.

That, on 21.08.2024, the Respondent Nos. 1 & 2 (land Owners), Rep. by Respondent No.3, M/s Fortuna Constructions India Private Limited, and Respondent No.3, M/s Fortuna Constructions India Private Limited, sold Flat No.109, which is the subject matter of the Agreement of Sale dated



08.07.2022, in favour of Ms. Upasana Acharya and Mr. Bhabani Shankar Acharya, the Respondents No.5 and 6 herein who are placed ex-parte by the Hon'ble High Court.

The Petitioner, Mr. Ramanujan Villur Srinivasan, has filed a petition under Section 11(5) of the Arbitration and Conciliation Act, 1996, to appoint an Arbitrator as per Clause 15 of the Registered Agreement of Sale Deed dated 08.07.2022 against Respondents No.1 to 6.

III. The aforesaid petition was referred to mediation for resolving the dispute between the parties. During the course of mediation, the petitioner and Respondent 1 and 2 represented by their GPA Holder Sri Padmaiah Vuppu, Managing Director who is Respondent No.3 herein and Respondent No.3 and 4 along with their respective Advocates were present. Both the parties after a thorough discussion with the able assistance of their respective Advocates have resolved their disputes and have agreed to the following terms and conditions:

- 1. In view of this amicable settlement arrived between the parties, the Respondent No.3 (M/s Fortuna Constructions India Private Limited) has agreed to pay a sum of Rs.*



75,00,000/- (Rupees Seventy Five Lakhs Only) to the Petitioner and Respondent No.4 Company, i.e. M/s.Aasthy Opportunity Omega Private Limited, as a full and final settlement of the claims of the Petitioner (Mr. Ramanujan Villur Srinivasan) and Respondent No.4 Company, i.e., M/s Aasthy Opportunity Omega Private Limited.

- 2. That, the Respondent No.4 herein, i.e., M/s Aasthy Opportunity Omega Private Limited, states that the company, M/s Aasthy Opportunity Omega Private Limited, is no longer in existence, and its bank account accounts are closed subsequent to assigning all its rights acquired under the registered Agreement of Sale dated 08.07.2022 in favour of the Petitioner herein, i.e., Mr Ramanujan Villur Srinivasan. The Respondent No.3 Company,i.e.,. M/s Fortuna Constructions India Private Limited, has agreed to pay the settlement amount of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) to the account of M/s Aasthy Opportunity 2 Private Limited, bearing A/c No. 2502269585126194, IFSC Code- AUBL0002695, AU Small Finance Bank,*



Koramangala Branch Bengaluru and the Petitioner has no objections to the same.

3. *In view of this settlement arrived at between the parties that the Respondent No.3 (M/s Fortuna Constructions India Private Limited) has agreed to pay a sum of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) to M/s AasthyOpportunity 2 Private Limited in the following manner:*
4. *A sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) is paid by the Respondent No.3 (M/s. Fortuna Constructions India Private Limited) to M/s.Aasthy Opportunity 2 Private Limited, by way of Demand Draft bearing No.011134, dated 24.10.2025, Drawn on HDFC Bank, Banashankari Branch, Bengaluru, in the name of Respondent No.4, M/s.Aasthy Opportunity No.2502269585126194. 2 Private Ltd., A/c*
5. *A sum of Rs.40,00,000/- (Rupees Forty Lakhs Only) by way of Demand Draft bearing No.000951, dated 06.02.2026, Drawn on HDFC Bank, Hosakerehalli Branch, Bengaluru, in the name of M/s. Aasthy Opportunity 2 Private Ltd. A/c No.2502269585126194 to be handed over to the authorised representative*



of the Respondent No.4/PURCHASER i.e., M/s. Aasthy Opportunity Omega Pvt Ltd., on or before 17.02.2026, simultaneously upon execution/registration of a deed of Cancellation of the Agreement of sale.

- 6. A sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) by way Demand Draft bearing No.000954, dated 07.02.2026, drawn on ICICI Bank, Banashankari Branch, Bengaluru, in the name of M/s.Aasthy Opportunity 2 Private Ltd., A/c No.2502269585126194, to be handed over to the authorised representative of the Respondent No.4/PURCHASER i.e., M/s. Aasthy Opportunity Omega Pvt Ltd, on or before 17.02.2026, simultaneously upon execution/registration of a deed of Cancellation of the Agreement of Sale.*
- 7. A sum of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of Demand Draft bearing No.000955, dated 07.02.2026, drawn on ICICI Bank, Banashankari Branch, Bengaluru, in the name of M/s.Aasthy Opportunity 2 Private Ltd. A/C No.2502269585126194, to be handed over to the authorised representative of the Respondent No.4/PURCHASER i.e., Aasthy Opportunity Omega Pvt Ltd, on or before 17.02.2026, simultaneously upon*



execution/registration of a deed of Cancellation of Agreement of Sale.

8. *A sum of Rs.5,00,000/- (Rupees Five Lakhs Only by way of Demand Draft bearing No.000956 dated 07.02.2026 Drawn on ICICI Bank, Banashankari Branch, Bengaluru, in the name of M/s Aasthy Opportunity 2 Private Ltd., A/c No.2502269585126194, to be handed over to the authorised representative of the Respondent No.4/PURCHASER i.e., Aasthy Opportunity Omega Pvt. Ltd., on or before 17.02.2026, simultaneously upon execution/registration of a deed of Cancellation of Agreement of sale.*
9. *After receiving the entire agreed amount of Rs.75,00,000/- (Rupees Seventy Five Lakhs Only)in the manner stated above, the Petitioner (Ramanujan Villur Srinivasan) and Respondent No.4 (Aasthy Opportunity Omega Private Limited) shall not have any claim, right, title and interest over Flat No.109 mentioned in the Agreement of Sale dated 08.07.2022 and the Respondent No.3 (Fortuna Constructions India Private limited) shall be entitled to deal with the property i.e. Flat No.109 (more fully Described in schedule B&C herein below) in the manner it deems fit.*



10. *The Petitioner undertakes that, in view of this settlement, the Petitioner will not enforce the Order dated 24/03/2025, passed by the Hon'ble VIII Addl City Civil and Sessions Judge, CCH-15, at Bangalore in A.A 54/2024, and the said Order dated 24/03/2025, is not binding on the Respondent No. 3.*
11. *The Petitioner has preferred a private complaint before the Hon'ble XLI ACMM, at Bengaluru, in P.C.R. No. 1846/2025, wherein, upon Petitioner's Application, the Hon'ble Magistrate has directed the jurisdictional police to register an FIR against the Respondent No.3 and others. Accordingly, the Kodigehalli police station has registered an FIR dated 29/08/2025, in Crime No.277/2025 for offences Punishable under section 318, 61, 3(5) of BNS 2023. The Petitioner hereby agrees and undertakes to take necessary steps for withdrawal/closure of the said complaint/FIR immediately after receipt of the said sum of Rs.75 lakhs in the manner stated above. The Petitioner and Respondent No.4 state that there are no other complaints/cases filed by them other than the one mentioned above.*



12. *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.*

SCHEDULE "A" PROPERTY

(Larger property on which Schedule 'C' property is built)

All that piece and parcel of Property bearing BBMP Khata No.469/88/1P1, carved out of Converted Land in Survey Number-88/1P1 measuring 1 Acre, (Converted vide official Memorandum dated 29.01.2009, bearing No. No.ALN/NAY/SR:64/2006-07, issued by the Special Deputy Commissioner, Bangalore District), (Subsequently 121.91 Sq.Mtr utilized for road widening), thus now actual measurement of the land is 42,240 Sq.ft only) situated at Byatarayanapura Village, Yelahanka Hobli, Bangalore North Taluk, Bengaluru and bounded on:

*East By : Property belonging to Sr.
Chikka Adappa
West By : Samvridhhi
North By : Road
South By : Adiram Property*

SCHEDULE 'B' PROPERTY

(Description of undivided share of land)



All that piece and parcel of 330.79 Sq.ft of undivided right, title and interest in the immovable property mentioned in SCHEDULE 'A' PROPERTY.

SCHEDULE "C"PROPERTY

-(Description of the Apartment Unit)

Flat bearing No.109, in First FLOOR, Measuring 1144 Square feet of Super Built Up Area, containing Two Bedrooms (2 BHK) together with ONE COVERED CAR PARKING SPACE, along with proportionate share in common areas such as passages, Lobbies, Staircase, Swimming Pool, Garden Area, Multipurpose Hall, Club House, lifts, Tennis Court contained in the Residential Apartment building constructed on the SCHEDULE 'A' PROPERTY known as "FORTUNA ACACIA.

- IV. In view of the aforesaid agreement entered into between the parties, the parties pray that this Hon'ble High Court to pass appropriate orders disposing off the above petition in terms of this agreement.*
- V. Parties shall appear before the Hon'ble High Court for passing necessary orders in terms of the agreement whenever the matter is listed before the Hon'ble Court."*



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3. As the parties have settled the matter amicably, in view of the same, the petitions are ***disposed off in terms of the memorandums of settlement.***

4. In view of disposal of the petitions, pending IA(s), if any, shall stand disposed off.

**Sd/-
(ASHOK S.KINAGI)
JUDGE**

PA
CT:KHV
List No.: 1 Sl No.: 8