



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 8TH DAY OF OCTOBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

REGULAR FIRST APPEAL NO. 470 OF 2021 (MON)

BETWEEN:

M/S DISHA CHEMICALS PVT. LTD.,
REGISTERED OFFICE AT NO.10
VAJARAHALI, OFF. KANAKAPURA ROAD,
BENGALURU - 560 062.

REP. BY ITS MANAGING DIRECTOR
MR. SOMASHEKAR L.,
AGED ABOUT 48 YEARS
S/O LINGAIAH

...APPELLANT

(BY SRI. GIRI KUMAR S. V., ADVOCATE)

AND:

M/S AMS TECHNOLOGIES,
A PARTNERSHIP FIRM
REGISTERED OFFICE AT NO.B-16
1ST CROSS, 1ST STAGE,
PEENYA INDUSTRIAL ESTATE,
BENGALURU - 560 058.

REP. BY ITS MANAGER
MR ZUBERA
AGED ABOUT 40 YEARS
S/O KHASIM SAHIB FAIR MOHAMMAD.

...RESPONDENT

(BY SRI. M. K. VENKATRAMANA, ADVOCATE)

THIS RFA IS FILED UNDER SECTION 96 OF THE CPC,
AGAINST THE JUDGMENT AND DECREE DATED 15.09.2020
PASSED IN O.S.NO.3719/2017 ON THE FILE OF THE VIII
ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU,
PARTLY DECREETING THE SUIT FOR RECOVERY OF MONEY.





THIS APPEAL, COMING ON FOR *ORDERS*, THIS DAY,
JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

ORAL JUDGMENT

This appeal by the defendant in O.S.No.3719/2017 is directed against the impugned judgment and decree passed by the VIII Additional City Civil and Sessions Judge, Bengaluru (CCH-15), (for short "the Trial Court"), whereby the said suit filed by the respondent-plaintiff against the appellant-defendant was decreed in favour of the plaintiff by directing the appellant-defendant to pay a sum of Rs.4,67,672/- together with interest at 15% per annum from 17.10.2016 till realization.

2. The appellant is the defendant, while the respondent is the plaintiff in the suit and both of them have amicably settled the dispute among themselves in terms of Memorandum of Settlement dated 23/24.09.2025 entered into between the parties, which reads as under:

***"MEMORANDUM OF SETTLEMENT UNDER SECTION 89 OF
CPC READ WITH RULES 24 AND 25 OF THE KARNATAKA
CIVIL PROCEDURE (MEDIATION) RULES, 2005.***

- 1. The Appellant has filed above appeal challenging the Judgment dated 15.09.2020 passed by the VIII*



Additional City Civil and Sessions Judge (CCH-15), Bengaluru in O.S.No.3719/2017 decreeing the suit for a sum of Rs.4,67,672/- (Rupees Four Lakhs Sixty Seven Thousand Six Hundred Seventy Two Only) with Interest @ 15% from the date of suit till realization.

II. The aforesaid appeal was referred to mediation for resolving the dispute between the parties. During the course of mediation, the Appellant represented by its Managing Director, and the Respondent represented by its Manager were present along with their respective Advocates. 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. Both the parties submit that both parties have agreed to amicably settle the dispute taking into consideration the duration of the litigation with uncertainty of the result and the litigation expenses.*
- 2. The Appellant/Defendant has agreed to pay a sum of Rs.3,75,000/- (Rupees Three Lakhs Seventy Five Thousand Only) as full and final settlement of all the claims made by the Respondent/Plaintiff inclusive of court cost and to date. The Interest up Respondent/Plaintiff has agreed to accept the said sum of*



Rs.3,75,000/- (Rupees Three Lakhs Seventy Five Thousand Only) as full and final settlement of all his claims inclusive of court cost and interest up to date.

3. *Both the parties agreed that the appellant/defendant has no objection for the respondent/plaintiff withdrawing the sum of Rs.4,03,368/ which is under deposit before this Hon'ble Court, dated 17.08.2021.*
4. *The Appellant/Defendant agrees and undertakes to pay the said sum of Rs.3,75,000/- (Rupees Three Lakhs Seventy Five Thousand Only) to the Respondent/Plaintiff by way of demand draft on or before 30.10.2025 before the Hon'ble Court at the time of reporting settlement.*
5. *The Respondent/Plaintiff does not have any claim against the Appellant/Defendant apart from the amount aforementioned. Both the parties state that they have entered in to this agreement on their own and there is no coercion or force from any one.*
6. *In view of the settlement arrived at, the parties pray that the court fee paid on the memorandum of appeal be refunded to the Appellant/Defendant for which the Respondent/Plaintiff does not have any objection.*



III. In view of the aforesaid agreement entered into between the parties, the parties pray that this Hon'ble High Court be pleased to pass appropriate orders disposing off the above appeal in terms of this agreement. Further parties pray that the full institution fee paid on the memorandum of appeal be refunded to the Appellant.

IV. Parties will appear before the Hon'ble Court for passing necessary orders in terms of the agreement."

3. Learned counsel for the appellant and learned counsel for the respondent submit that the parties have signed the Memorandum of Settlement and have identified their respective signatures on the Memorandum of Settlement. Learned counsel for the appellant has handed over a post dated cheque for an amount of Rs.3,75,000/-, dated 30.10.2025, bearing No.083027, drawn on State Bank of India, Raghuvanahalli Branch.

4. Learned Counsel for the respondent acknowledges the receipt of the aforesaid cheque from the appellant (subject to realization).

5. Learned Counsel for the appellant submits at the entire court fee pf Rs.56,745/- paid by the appellant on the Memorandum of Appeal may be refunded back to the appellant. So also, learned



counsel for the respondent submits that the entire court fee of Rs.34,700/- paid by the respondent-plaintiff on the plaint may be directed to be refunded back to the plaintiff.

6. Both parties submit that execution proceedings in E.P.No.484/2021 may be directed to be closed by the Executing Court.

7. In view of the aforesaid fact and circumstances and the settlement arrived at between the parties, the appeal deserves to be disposed of in terms of the settlement arrived at between the parties, the appeal deserves to be disposed of in terms of the settlement arrived at between the parties.

8. In the result, I pass the following:

ORDER

(i) The Appeal is hereby disposed of in terms of the Memorandum of Settlement dated 23/24.09.2025.

(ii) The impugned judgment and decree dated 15.09.2020 passed in O.S.No.3719/2017 by the Trial Court, stands modified in terms of the Memorandum of Settlement dated 23/24.09.2025.



- (iii) The Registry of this court is directed to disburse the entire amount deposited by the appellant in the present appeal together with accrued interest in favour of the respondent, forthwith, immediately and without any delay.
- (iv) The Registry of this court is also directed to refund the entire court fee paid by the appellant on the Memorandum of Appeal back to the appellant, forthwith, immediately and without any delay.
- (v) The Registry of the Trial court is directed to refund the entire court fee paid on the plaint by the respondent-plaintiff before the Trial court forthwith, immediately and without any delay.
- (vi) The executing court before whom E.P.No.484/2021 is pending is directed to close the execution proceedings immediately, upon receipt of a copy of this order.

Sd/-
(S.R.KRISHNA KUMAR)
JUDGE