

IN THE HIGH COURT OF KARNATAKA AT BANGALORE

DATED THIS THE 30<sup>TH</sup> DAY OF JUNE, 2014

BEFORE

**THE HON'BLE MR.JUSTICE ARAVIND KUMAR**

**R.F.A.NO.887 OF 2014**

**BETWEEN:**

1. SRI HIMANSHU C.BATAVIA  
S/O LATE C.A.BATAVIA  
AGED ABOUT YEARS
2. SRI MANOJ C. BATAVIA  
S/O LATE C.A.BATAVIA  
AGED ABOUT YEARS

BOTH ARE R/A NO.46/1,  
3<sup>RD</sup> CROSS, PALACE LOOP ROAD,  
VASANTNAGAR  
BANGALORE 560 052

...APPELLANTS

(BY SRI M.M.ASHOKA, ADV.,)

**AND:**

1. SMT M.KAMAKSHY  
W/O LATE B.R.VENKATAKRISHNA  
MAJOR
2. SMT V.SHYAMALA  
D/O LATE B.R.VENKATAKRISHNA  
MAJOR

BOTH ARE RESIDING AT  
KAMAKSHI NILAYA,  
GROUND FLOOR, NO.46/1,  
3<sup>RD</sup> CROSS, PALACE LOOP ROAD,  
VASANTNAGAR, BANGALORE – 560 052

...RESPONDENTS

(BY SRI GANESH S.SHIVASWAMY, ADV.,)

THIS RFA IS FILED U/SEC.96, OF CPC, AGAINST THE JUDGMENT AND DECREE DATED 28.02.2014 PASSED IN O.S.No.414/2012 ON THE FILE OF THE XXV ADDL. CITY CIVIL JUDGE, BENGALURU, DECREETING THE SUIT FOR EJECTMENT.

THIS RFA COMING ON FOR ADMISSION THIS DAY, THE COURT DELIVERED THE FOLLOWING:

### **J U D G M E N T**

Defendants are in appeal challenging the judgment and decree passed by XXV Addl. City Civil Judge, Bangalore, in O.S.No.414/2012 dated 28.02.2014, whereunder suit for ejectment has been decreed by directing defendants to vacate and hand over vacant possession of suit schedule property within four months and has also directed the defendants to pay a sum of Rs.5,000/- per month towards damages from the date of termination of tenancy i.e., December'2011 till the date of filing of suit.

2. Though learned Advocates appearing for parties addressed their arguments for considerable time, to the suggestion made by the Court to explore the possibility of arriving at a settlement to both parties have appeared and submitted that matter has been amicably settled

between them. A compromise petition under Order 23 Rule 3 CPC has been filed, whereunder parties have agreed to the following terms and conditions:

- a. The appellants undertake to this Court to vacate the suit schedule premises on or before 31<sup>st</sup> March 2015. The appellants shall not seek any extension of time.
- b. The appellants undertake to this Court that they will not create any third party rights by way of sublease, licence, etc.
- c. The appellants further undertake to this Court that they shall pay damages / occupational charges at Rs.25,000/- (Rupees Twenty Five Thousand Only) per month from 1<sup>st</sup> July 2014 to 31<sup>st</sup> March 2015. The same shall be paid in advance of the month on or before the 10<sup>th</sup> of each English calendar month.

- d. If the appellants fail to adhere to the covenants of this agreement, the respondents are at liberty to execute the trial court decree.

3. Parties are present before Court. They admit the contents of compromise petition and they state that after having understood the contents of compromise petition out of their own free will volition and without any force, threat or coercion they have affixed their signatures to the compromise petition.

4. Both the parties are present before Court and they admit execution of compromise petition and they state that after having understood the contents of compromise petition and after same having been explained to them by their respective learned Advocates in the language known to them, they have affixed their signatures.

5. Learned Advocates who are present before the Court and appearing for the parties, in token of having identified the parties, who are present before the Court

have also affixed their signatures to the compromise petition. In that view of the matter, I do not find any impediment to accept the compromise petition filed today. Accordingly, it is hereby accepted.

6. Appellants have prayed for refund of court fee paid in this Appeal. Since the matter is settled at the instance of the Court, appellants are entitled for refund of Court fee. Hence, Registry is directed to refund the entire court fee amount paid by the appellants on proper identification.

7. Registry to draw the decree in terms of compromise petition.

**Sd/-  
JUDGE**

DR