HC-KAR

NC: 2026:KHC:58901-DB
COMAP No. 437 of 2026

CNR: KAHC010628412026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 16TH DAY OF OCTOBER, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

THE HON'BLE MR. JUSTICE H.SHANTHI BHUSHAN

COMMERCIAL APPEAL NO. 437 OF 2026

BETWEEN:

1. SMT. INDRANI V CHHABRIA @ D P INDRANI
   W/O. LATE SRI VIJAYAKUMAR CHHABRIA,
   AGED ABOUT 62 YEARS,

2. SMT. REVATHI SRIDHAR @ D.P. REVATHI
   W/O. SRI SREEDHAR MURTHY,
   AGED ABOUT 60 YEARS,

   BOTH ARE R/AT NO.39, KRISHNAPPA LAYOUT,
   1ST CROSS, SANJAY NAGAR,
   BENGALURU-560 094.

...APPELLANTS

(BY SRI. SAMPATH A, ADVOCATE)

Digitally signed by MALA K N
Location: HIGH COURT OF KARNATAKA

AND:

1. M/S TANDRA CONSTRUCTIONS PVT LTD.,
   A COMPANY DULY INCORPORATED
   UNDER THE COMPANIES ACT,
   HAVING ITS OFFICE AT FLAT NO.D & E,
   1ST FLOOR, RANJANA PARK,
   BHANUMATHI RAMAKRISHNA ROAD,
   SALIGRAMAM, CHENNAI,
   TAMIL NADU-600 093.

   DULY REPRESENTED BY ITS DIRECTOR
   SRI T. RAMESH @ TANDRA RAMESH,
   S/O. LATE T. PAPA RAO,

KARTHEEKATANDRA@YAHOO.COM AND
BALAJIREALMEDIA@GMAIL.COM
MOBILE 93461 23200.

…RESPONDENT

(BY SRI. KASHYAP N NAIK, ADVOCATE FOR C/R IN CP NO.16753/2026 & ALSO ACCEPTS NOTICE FOR RESPONDENT)

THIS COMAP FILED UNDER SECTION 13(1-A) OF COMMERCIAL COURTS ACT, PRAYING TO SET ASIDE THE ORDER DATED 08.07.2026 PASSED IN COM.A.A.NO.27/2026 BY LEARNED X ADDITIONAL DISTRICT AND SESSIONS JUDGE, (DEDICATED COMMERCIAL COURT) BENGALURU RURAL DISTRICT, BENGALURU. CONSEQUENTLY, ALLOW THE APPLICATION OF THE APPELLANTS AS PRAYED FOR.

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

CORAM: HON'BLE MR. JUSTICE D K SINGH
AND
HON'BLE MR. JUSTICE H.SHANTHI BHUSHAN

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE D K SINGH)

The present commercial appeal has been filed under Section 13 (1-A) of the Commercial Courts Act, 2015 impugning the judgment and decree dated 08.07.2026 passed in Com.A.A.No.27/2026 by the X Additional District and Sessions Judge (dedicated Commercial Court), Bengaluru Rural District, Bengaluru.

2. During the pendency of this appeal, parties have settled their dispute amicably and have presented a joint compromise petition for passing a consent decree under Order XXIII Rule 3 read with Section 151 of Code of the Civil Procedure, 1908 **('CPC'**). The application supported by affidavit, signed by the each parties and their respective learned counsel putting their signatures has been filed. Parties are present before this Court who were duly identified by the respective learned counsel. We have interacted with them and they unequivocally stated that they singed the consent terms without there being any force, coercion or undue influence and consent decree may be passed in terms of the compromise petition filed under Order XXIII Rule 3 of CPC.

3. The consent terms stated in the application would read as under:

> *"2.1. The Respondent herein shall construct the west facing Villas, with a built up area measuring 1800 sq.ft and East facing Villas with a built up area measuring 1850 sq. ft. each, in the 11 plots allocated to the share of the Appellants as per the Sharing Agreement, free of all cost. The construction shall include excavation, all civil works, electrical wiring, plumbing lines, installation of doors and windows, slabs in the kitchen, installation of switches and switch plates, flooring and painting sanitary fittings and hardware*

fittings. The construction shall not include any interior works such as, woodwork, wardrobes, modular kitchen, temporary partitions, false ceilings, etc. Such interior works shall be carried out at the cost of the Appellants or their prospective customers, as the case may be. No furnishing shall be included.

2.2. The parties agree that in respect of Villas Nos. 1 and 2, the Respondent shall obtain approval from BIAPPA for the maximum permissible constructable area, at Respondent's cost. The construction cost for any area exceeding 1,800 sq. ft. in each of the said Villas shall be borne by the Appellants at the time of construction, at a per-square-foot market rate, to be agreed mutually by both parties in writing.

2.3. Further, the original title documents shall first be reviewed by the Appellants and thereafter kept in a bank locker in the name of Ms. Karthika (Wife of Mr. T. Ramesh, the Director of the Respondent) at Canara Bank, Kannamangala, Devanahalli. The documents shall be handed over by her to Plot Owners Association that would be formed on a later date.

2.4. The Respondent shall obtain electrical connection and bore well water supply for each of the plots. The project shall also include the common Sump Tank with pressurized water system, Septic tank, DG set, etc., as applicable.

2.5. Upon completion of the project relating to the shares of both the Appellants and the Respondent, a clubhouse shall be a constructed. The construction of the clubhouse shall be after completion of construction of all villas in the plots belonging to Appellants and Respondent. In the event Club House is not constructed, the said plot shall be handed over to the Plot Owners Association.

2.6. The construction of all 11 Villas falling to the share of the Appellants shall be completed within 30 months from the date of this Compromise. A grace

period of 3 months shall be available to the Respondent for completion of the said construction, subject to the condition that, upon failure to complete the construction within the aforesaid period of 30 months, the Respondent shall be liable to pay the Appellants liquidated damages of Rs.25,00,000/- (Rupees Twenty-Five Lakhs only) each, which shall become payable upon expiry of the said 30 months and during the grace period of 3 months. If the construction of all 11 Villas is not completed even after the aforesaid period of 33 months, the Appellants shall be entitled to claim damages from the Respondent towards such delay in construction.

2.7. The parties agree that the Respondent shall prepare and submit application for Building License Plan for and on behalf of the Appellants in respect of the 11 plots allocated to them on or before 05.11.2026 and obtain the same at its cost. The Appellants shall cooperate with the Respondent for submission of the application by providing all necessary documents, detailed and information as and when requested by the Respondent. The Respondent shall commence construction of the Project within a period of 7 (seven) working days from the date of obtaining the Building License Plan.

2.8. The Respondent may obtain registration under Real Estate (Regulation and Development) Act, 2016 ("RERA") in respect of the 11 (eleven) plots allocated to the Appellants after receipt of the requisite approval from BIAPPA, if the registration under RERA Act, 2016 is applicable to the Appellants' share of plots. In such an event, the cost of such application and approval shall be paid by the Respondent. However, the Appellants shall cooperate with the Respondent in making the application for registration under the RERA Act, 2016.

2.9. The Appellants hereby confirm that the General Power of Attorney dated 07.02.2023 is valid,

subsisting and irrevocable. In view of the same, the Appellants hereby withdraw the cancellation of general power of attorney made by them through letter/notice dated 24.03.2026 and public notice dated 31.03.2026. The Respondent is hereby permitted to issue a public notice to this effect. In view of the same, no fresh General Power of Attorney from the Appellants shall be required for implementation of the terms of the present compromise.

2.10. The parties shall retain Construction Agreement dated 07.02.2023 except changing the timelines for carrying out the construction by the Respondent and incorporating the applicable terms of this compromise. The Respondent shall comply with and adhere to the terms of the Construction Agreement dated 07.02.2023, in addition to the terms recorded herein. The Appellants have got the Construction Agreement dated 07.02.2023 regularized before the District Registrar, Bangalore Rural District, as per Order No. GNK/Grama/ADJ/500/26-27 dated 15.09.2026. Further, in the event of any inconsistency, discrepancy, or conflict between the terms of the Construction Agreement dated 07.02.2023 and the terms of this Compromise shall supersede the provisions of the Construction Agreement dated 07.02.2023.

2.11. Mr. Mahesh Raja Reddy is appointed by both the parties, to inspect, supervise and exercise quality control over the construction and execution of the entire project until completion of the entire project.

2.12. ***Obligations of the Respondent:***

i. The entire cost of obtaining sanction of Building Plan, construction of building over the 11 villas fallen to the share of the Appellants, subject to Clause 2.1 and 2.2 herein above shall be borne by the Respondent alone.

ii. As a measure of security, while the Respondent may enter into agreements of sale/sale deeds in respect of the plots falling to the Respondent's share, as per the Sharing Agreement the Respondent shall refrain from alienating 3 plots which have fallen to his share, namely Plot Nos. 17, 24, 25, during the Construction Period.

iii. Upon completion of construction of 6 Villas belonging to the share of the Appellants, the Respondent may sell or alienate or transfer Plot No. 17 to any third party.

iv. Upon completion of construction of all 11 Villas falling to the share of the Appellants in the manner specified herein, the Respondent may sell or alienate or transfer the other two (2) plots bearing Plot Nos. 24 and 25 to any third parties.

2.13. The parties agree that the sum of Rs. 1 crore refundable deposit paid by the Respondent to the Appellants in 2023 under the JDA is treated as compensation payable by the Respondent to the Appellants towards delay in construction. Accordingly, the said amount of Rs.1 crore stands forfeited in favour of the Appellants. The Appellants are not be required to return the same to the Respondent.

2.14. The Respondent further agrees to pay an additional amount of Rs.1 Crore to the Appellants in the manner prescribed below:

i. The Respondent has issued Cheques amounting to Rs.15 lakhs to each of the Appellants on the date of this Compromise Petition. The Cheques shall be dated 16.10.2026. The Respondent shall ensure that the Cheques shall be honoured on presentation.

ii. The Respondent shall pay a sum of Rs.10 lakhs to each of the Appellants on 01.12.2026.

iii. The Respondent shall pay a sum of Rs.25 lakhs to each of the Appellants within 5 months from the date of this Compromise Petition.

2.15. In addition thereto, upon handover of the keys to the Villas constructed in the Appellants' share and provision of electricity connection thereto, it shall be deemed that the Appellants have no objection for the Respondent to alienate the 3 plots at the relevant point of time as mentioned hereinabove.

2.16. The present mortgage deeds executed in respect of the Respondent's share of the property shall not come in the way of enforcement of the terms of this Compromise. However, the Respondent shall ensure that there is no default in respect of any loans obtained by the Respondent against any of the mortgaged plots, so as to give rise to an event whereby the Mortgagee invokes his/her right to enforce or seek foreclosure of the mortgage. Nonetheless, the Respondent having executed the deeds of Mortgage, Respondent alone is responsible to repay the amount, if any, payable.

2.17. ***Obligations of the Appellants:***

1. The Appellants shall not cancel or repudiate the JDA or GPA or Sharing Agreement.

ii. The Appellants shall co-operate with the Respondent through the completion of project, including but not limited to signing any applications, letters, for obtaining building sanction plans, connections to utilities such as electricity etc.

iii. The Appellants shall not demand further construction or increase in the construction areas for each/ any villa that have fallen to their share except as provided herein.

iv. If the Appellants desire to get the interior works done from the Respondent, then the Appellants shall mutually discuss and bear the cost of such interior works, together with applicable labour expenses, by reducing the same into writing.

V. Further, the time taken for any such interior works shall not be considered for the purpose of timeline of construction of a villa as provided in this compromise petition. It is hereby clarified that interior works shall not form part of the Construction Agreement or any construction activities to be undertaken by the Respondent as per the terms of this Compromise."

4. We therefore take on record the joint compromise petition and pass consent decree in terms of the consent terms set out in the joint compromise petition.

Accordingly, appeal stands disposed of in terms of the joint compromise petition.

Sd/-
(D K SINGH)
JUDGE

Sd/-
(H.SHANTHI BHUSHAN)
JUDGE

BVK
List No.: 2 Sl No.: 10