



IN THE HIGH COURT OF KARNATAKA, AT DHARWAD

DATED THIS THE 19TH DAY OF FEBRUARY, 2026

PRESENT

THE HON'BLE MR. JUSTICE M.I.ARUN

AND

THE HON'BLE MR. JUSTICE B. MURALIDHARA PAI

COMMERCIAL APPEAL NO.100022 OF 2025

BETWEEN:

NECTAR BEVERAGES PRIVATE LIMITED
A COMPANY INCORPORATED UNDER PROVISIONS
OF COMPANIES ACT, 1956,
HAVING ITS REGISTERED OFFICE AT S25, I FLOOR,
MAIN MARKET, GREEN PARK, NEW DELHI – 110 016,
PLACE OF BUSINESS AT ADJ, GTC,
BELGAVI ROAD, P. B. NO. 205, K. C. PARK P.O.,
DHARWAD – 580 008,
REPRESENTED BY ITS MANAGING DIRECTOR.

... APPELLANT

(BY SRI. S.A. SONDUR, ADV. FOR
SRI. K. L. PATIL & SRI. S.S. BETURMATH, ADVS)

AND:

SHRI. H. N. PRUTHVI NARAYAN S/O. H. G. NARAYAN,
AGE: 46 YEARS, OCC: BUSINESS,
R/O: B. M. ROAD, HASSAN – 573 201,
PROPRIETOR OF SBG GROUP,
B.M. ROAD, HASSAN – 573 201.

... RESPONDENT

(BY SRI. SHIVARAJ S. BALLOLI, ADV.)

THIS COMMERCIAL APPEAL IS FILED UNDER SECTION 13(1A)
OF THE COMMERCIAL COURTS ACT, 2015 PRAYING TO CALL FOR
RECORDS AND SET ASIDE THE IMPUGNED ORDER DATED 23.06.2025
PASSED IN COMMERCIAL O.S.NO.2/2019 ON THE FILE OF
PRL. DISTRICT AND SESSIONS JUDGE DHARWAD ON IA NO.12 AND
13 AND REJECT IA NO.12 AND 13 FILED BY THE PLAINTIFF, IN THE
INTEREST OF JUSTICE AND EQUITY AND ETC.,

Digitally signed by
VISHAL
NINGAPPA
PATTHAL
Location: High
Court of
Karnataka,
Dharwad Bench,
Dharwad



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

CORAM: THE HON'BLE MR. JUSTICE M.I.ARUN
AND
THE HON'BLE MR. JUSTICE B. MURALIDHARA PAI

ORAL JUDGMENT

(PER: THE HON'BLE MR. JUSTICE M.I.ARUN)

1. The respondent herein is the plaintiff in the original suit and the appellant herein is the defendant. The parties had entered into a contract whereby the respondent had agreed to sell certain beverages supplied by the appellant in his retail outlets. Further, the respondent was required to prominently display the advertisements of the appellant's products in his outlet. In this regard, both parties were required to make certain payments to each other as per the terms of the agreements entered into between them. The foundation of the *lis* is the agreement between the parties concerned.

2. However, neither the appellant nor the respondent produced the original agreements before the trial Court. The contention of the respondent – plaintiff is that the original agreements are in the custody of the appellant herein. The appellant, however, has denied the same. Hence, the respondent



filed interlocutory applications seeking permission of the trial Court to mark photocopies of the agreement and the addendum as secondary evidence.

3. The trial Court, after hearing the parties, passed the following order permitting the respondent to mark the photocopies as secondary evidence:

"I.A.Nos.12 and 13 filed by the plaintiff under Order XVIII Rule 17 of CPC and Section 65 of Indian Evidence Act read with Section 151 of CPC are allowed as prayed.

PW-2 is recalled for marking the said documents as prayed."

4. Aggrieved by the said order, the present appeal is filed.

5. The case on the appellant is that though he admits the existence of an agreement between appellant and the respondent, but contends that the respondent has not merely produced photocopies of the original agreement but has altered certain paragraphs therein to suit his needs. Under the circumstances, if the photocopies are permitted to be marked, the same would be detrimental to the interest of the appellant



and cause injustice. Therefore, it is contented that the order of the trial Court is perverse and bad in law.

6. However, in the course of the arguments, learned counsel appearing for the appellant fairly submitted that during the pendency of the appeal proceedings, the trial Court has already marked the documents. His only grievance is with regard to the admissibility and genuineness of the contents of the said document.

7. Under the circumstances, if liberty is reserved to the appellant to raise the aforesaid contentions before the trial Court, and if the trial Court is directed to pronounce upon the admissibility of the photocopies of the documents and the correctness and genuineness of their contents at the time of delivering judgment, in our opinion, the interest of justice would be met.

8. Hence the following:

ORDER

- (i) The appeal is disposed of with a direction to the trial Court to consider the contention of the



appellant regarding the admissibility of the photocopies of the agreements marked through the witness of the respondent herein, and also regarding the genuineness and veracity of the same, while deciding the original suit.

- (ii) Liberty is also granted to the appellant to raise the said contentions before the trial Court.

Sd/-
(M.I.ARUN)
JUDGE

Sd/-
(B. MURALIDHARA PAI)
JUDGE

VNP / CT:ASC
List No.: 1 Sl No.: 27