



CNR: KAHC010166332026

NC: 2026:KHC:55246
WP No. 7640 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 5TH DAY OF OCTOBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE C.M. POONACHA

WRIT PETITION NO. 7640 OF 2026 (GM-RES)

BETWEEN:

1. S SRICHANDU
AGED ABOUT 41 YEARS,
RESIDING AT NO. 81/41,
14TH CROSS, 15TH MAIN,
JHBC SOCIETY,
PADHMANABHANAGARA,
BENGALURU-560070

...PETITIONER

(BY SRI. SUSHAL TIWARI N.,ADVOCATE)

AND:

1. V. TARUN
AGED ABOUT 22 YEARS
S/O LATE VENKATESH
RESIDING AT NO.262,
GOWRAMMA BUILDING,
NEAR GANESHA TEMPLE, VTC,
SINGASANDRA, BENGALURU-560068
REPRESENTED BY HIS GUARDIAN AND
NEXT FRIEND SMT. PUSHPA
WIFE OF KRISHNAREDDY

...RESPONDENT

(BY SRI. NAGESH S.,ADVOCATE)





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THIS WP IS FILED UNDER ARTICLES 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASHING THE ORDER DATED 09.02.2026 PASSED IN THE COM. M.A NO 22/2025 IN LXXXV ADDL. CITY CIVIL AND SESSIONS JUDGE AT BENGALURU (COMMERCIAL COURT) (ANNEXURE A).

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

CORAM: HON'BLE MR. JUSTICE C.M. POONACHA

ORAL ORDER

The present writ petition is filed seeking for the following reliefs:

- "i) Issue a writ of Certiorari or any appropriate writ order or direction quashing the Order dated 09.02.2026 passed in the Com.M.A.No.22/2025 in LXXXV Addl.City Civil and Sessions Judge at Bengaluru (Commercial Court) (Annexure A).*
- ii) Issue a writ of Certiorari or any appropriate writ order or direction quashing the Order dated 29.08.2025 passed by the Learned Sole Arbitrator, Shri. K.M.Thammaiah, District Judge (Retd.) in A.C.No.178/2024 at the Arbitration and Conciliation Centre (Domestic and International) (Annexure P).*
- iii) Issue any other order in the interest of justice and equity."*

2. The facts in a nutshell leading to the present petition are that the petitioner is a lessee consequent to the

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MONNAPPA POONACHA



registered Agreement of Lease dated 04.11.2009 (Annexure-B to the writ petition) as well as the subsequent Supplementary Agreement/Memorandum of Understanding dated 29.01.2016 (Annexure -C to the writ petition) and 18.12.2020 (Annexure-D to the writ petition) respectively that have been entered. Under the registered Agreement of Lease dated 04.11.2009, the petitioner has taken on lease an extent of 7011 sq.ft., of property in property bearing Old No.58/1 (New No.58/1A), Khatha No.58/1A, Hosur Main Road, Singasandra Village, Begur Hobli, Bengaluru South Taluk¹, consequent to which the lessee has put up construction of a building totally measuring 18,500 sq.ft., consisting of Stilt, Ground floor, First floor and Second floor. The lessors under the Agreement of Lease was one Sri P.Ravindra and Sri P.Venkatesh. Subsequently consequent to the Supplementary Agreement dated 29.01.2016 and Memorandum of Understanding dated 18.12.2020, Sri P.Venkatesh continued to be the owner/lessor of the property, the lease of which was taken by the petitioner.

3. The lease of the petitioner is stated to have been terminated by the legal representatives of the lessor Sri

¹ Hereinafter referred to as the 'subject property'



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P.Venkatesh, consequent to which the son of the said Sri. P.Venkatesh (Sri V.Tarun represented by his guardian Smt.Pushpa) has instituted arbitral proceedings (AC No.178/2024), whereunder the petitioner is arrayed as a respondent. The proceedings before the Arbitral Tribunal/Sole Arbitrator are underway. In the said arbitral proceedings, the Sole Arbitrator, pursuant to a Memo of Calculation filed as to the arrears of rent, vide order dated 29.08.2025 (Annexure-P to the writ petition) has ordered the petitioner herein (arrayed as a respondent in the arbitral proceedings) to deposit the sum of Rs.40,15,213/- within one month, failing which the defence of the petitioner would be struck off.

4. Being aggrieved, the petitioner preferred an appeal under Section 37(2)(b) of the Arbitration and Conciliation Act, 1996² before the Court of the LXXXV Additional City Civil and Sessions Judge, Bangalore³, in Com.MA No.22/2025. The Commercial Court vide the order dated 09.02.2026 dismissed the appeal of the petitioner with costs. Being aggrieved, the

² Hereinafter referred to as 'A&C Act'

³ Hereinafter referred to as the 'Commercial Court'



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present writ petition is filed. This Court vide interim order dated 18.03.2026 stayed the proceedings before the Arbitral Tribunal.

5. It is pertinent to note that one Smt.Vani and two others claiming to be the wife and children of the deceased, Sri P.Venkatesh have filed a suit (OS No.1159/2025) before the Principal City Civil Judge, Bangalore⁴ seeking for a declaration that they are the legal heirs of the deceased, Sri P.Venkatesh. The petitioner herein is arrayed as defendant No.2 in the said suit and the respondent, who is the son of Sri P.Venkatesh is arrayed as defendant No.1 in the suit. The said suit is pending adjudication before the Trial Court.

6. In the present writ petition, the petitioner who is admittedly, a lessee seeks to assail the order of the Arbitral Tribunal directing deposit of arrears of rent, failing which the Arbitral Tribunal has ordered for the defence of the petitioner in the arbitral proceedings to be struck off.

7. It is the contention of the learned counsel for the petitioner that excess amount has been paid by the petitioner and the admitted amount of Rs.18.00 lakh has been deposited

⁴ Hereinafter referred to as the 'Trial Court'



by the petitioner before the Commercial Court during the pendency of Com.MA.No.22/2025.

8. It is clear from the aforementioned factual matrix that the petitioner as well as all the parties, who are claiming to be the legal representatives of the deceased Sri P. Venkatesh are parties to the suit (OS No.1159/2025).

9. It is the vehement contention of the learned counsel for the respondent that prior to the termination of the lease, the petitioner was regularly remitting certain amounts to the respondent and that the suit has been filed only subsequent to the termination of the lease of the petitioner. Learned counsel for the respondent, upon instructions, further submits that the respondent has no objection for the order of the Arbitral Tribunal to be modified to the extent that the order of the Arbitral Tribunal insofar it has directed the defence of the petitioner to be stuck off in the event the amount is not paid, be set aside.

10. In any event, having regard to the scope of adjudication of the matter in the present writ petition, more particularly since in the present writ petition the petitioner



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assails an order passed during the course of the arbitral proceedings and since the arbitral proceedings are pending adjudication, it is expedient to order that the petitioner deposit the sum of Rs.40,15,213/- before the Trial Court in OS No. 1159/2025, wherein all the parties i.e., the lessee as well as all the legal representatives of the deceased Sri P. Venkatesh have been arrayed as parties to the suit. The said amount shall be kept in a fixed deposit for a minimum period with automatic renewal clause and shall be subject to further orders that may be passed in the proceedings between the parties.

11. The amount deposited by the petitioner before the Commercial Court shall be transmitted to the Trial Court in the suit.

12. The adjudication of the arrears of rent made by the Arbitral Tribunal in a sum of ` 40,15,213/- is subject to the final adjudication that is to be made by the Arbitral Tribunal in the arbitration proceedings.

13. The petitioner shall deposit the balance amount in terms of the order dated 29.08.2025 passed by the Arbitral Tribunal (after deducting the amount deposited before the



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Commercial Court) within a further period of two weeks from date.

14. The rights and contentions of the parties on the merits of the claim in the suit as well as the arbitral proceedings, are kept open to be adjudicated in appropriate proceedings.

15. The writ petition stands disposed of in the aforementioned terms.

16. Pending IAs., if any, stand disposed of.

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(C.M. POONACHA)
JUDGE

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List No.: 1 Sl No.: 38