



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF JUNE, 2026

PRESENT

THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE

AND

THE HON'BLE MRS. JUSTICE K.S. HEMALEKHA

COMMERCIAL APPEAL NO. 185 OF 2026

BETWEEN:

1. M/S. IOBRAIN
A REGISTERED PARTNERSHIP FIRM
NO.11, 5TH MAIN, 7TH CROSS
NEXT TO AVALAHALLI PARK
GIRINAGAR
BENGALURU - 560 085
REPRESENTED BY ITS
MANAGING PARTNER
MR. BALAKRISHNA N

ALSO AT

MR. BALAKRISHNA N
AGED 54 YEARS
S/O LATE NINGEGOWDA
MANAGING PARTNER
M/S IOBRAIN
R/AT NO.786/A
UDAYA NIVAS, 1ST FLOOR
1ST CROSS, 2ND PHASE, 7TH BLOCK
BANASHANKARI 3RD STAGE
HOSAKEREHALLI
BENGALURU - 560 085

...APPELLANT

(BY SRI P.N. MANMOHAN, ADVOCATE FOR
SRI SHANTHI BHUSHAN H., ADVOCATE)

Digitally
signed by
VEERENDRA
KUMAR K M
Location: High
Court of
Karnataka



AND:

1. SRI M.P. MANJUNATH
S/O M.R. PUJAR
AGED ABOUT 42 YEARS
RESIDING AT NO. 86
"NAKSHATRA KUNJA"
PRAKRUTHI TOWNSHIP
BABAUSAPALYA
HORAMAVU, NEAR LOGOS CHURCH
BENGALURU - 560 043
2. MR. ADARSHA B.G.
R/AT NO.786/A, UDAYA NIVAS,
1st FLOOR, 1st CROSS
2nd PHASE, 7th BLOCK
BANASHANKARI 3RD STAGE
HOSAKEREHALLI
BENGALURU - 560 085

...RESPONDENTS

(BY SRI RAVI H.K., ADVOCATE FOR C/R-1)

THIS COMMERCIAL APPEAL IS FILED UNDER SECTION 13(1A) OF THE COMMERCIAL COURTS ACT, 2015 PRAYING TO SET ASIDE THE JUDGMENT AND DECREE DATED 09.02.2026 PASSED IN COM.O.S.No.1737/2024 ON THE FILE OF THE LXXXVII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE (EXCLUSIVE DEDICATED COMMERCIAL COURT), BENGALURU & ETC.

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



CORAM: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE
and
HON'BLE MRS. JUSTICE K.S. HEMALEKHA

ORAL JUDGMENT

(PER: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE)

1. The appellant (defendant No.1) has filed the present appeal impugning a judgment and decree dated 09.02.2026 passed by the learned LXXXVII Additional City Civil and Sessions Judge, Bengaluru [**Commercial Court**] in Com.O.S.No.1737/2024, whereby the appellant has been directed to quit and hand over the vacant possession of the demised premises.
2. The respondent No.1 (plaintiff) had filed the said suit seeking ejectment of the appellant from the demised premises (Property measuring 3100 Sq.Ft., bearing No.786/A, 1st Floor, UDAYA NIVAS, 1st Cross, 2nd Phase, 7th Block, Banashankari 3rd Stage, Hosakerehalli, Bengaluru - 560 085).
3. The appellant is a partnership firm and is stated to be engaged in the business of Drones, Robotics and Automation, Software and Coding.



4. Admittedly, respondent No.1 had leased the demised premises to the appellant under the lease agreement dated 10.03.2015 for a period of three years at a monthly rent of ₹50,000/-. It was also agreed that the monthly rent would be increased by 5% every 12 months. The appellant had also deposited a refundable security deposit of ₹2,50,000/-.

5. According to the appellant, although the initial term of the lease was 3 years, it was renewable for two further terms of 3 years each. Thus, even according to the appellant (defendant No.1), the 9-year lease term expired on 10.03.2024.

6. A plain reading of the memorandum of the present appeal indicates that the appellant acknowledges it did not pay any rent from January 2024 until the issuance of the legal notice dated 11.06.2024. The appellant claims that thereafter it deposited a sum of ₹2,26,800/- on 04.09.2024 and a further sum of ₹1,13,400/- on 21.09.2024.

7. The respondent No.1(plaintiff) claims that the aforesaid amounts were deposited in the bank account without any notice to them or his consent.



8. The plaintiff claims that the tenancy had come to an end by efflux of time on 10.03.2024, and the lease agreement was terminated. Thereafter, the plaintiff issued a legal notice dated 11.06.2024 calling upon the appellant to vacate and hand over the possession of the demised premises within a period of 15 days from the said notice. The appellant has not denied the receipt of said notice.

9. A plain reading of the appeal memorandum indicates that there is no dispute as to the material facts: (i) that the term of lease had come to an end by efflux of time on 10.03.2024; (ii) that respondent No.1 (plaintiff) had issued a notice calling upon the appellant to vacate the said premises and hand over possession of the same; (iii) that the said notice was received by the appellant; (iv) that the appellant did not respond to the said notice; and (v) that the appellant had failed and neglected to pay the rents after January, 2024 and is in arrears of rent. Although it is stated that the appellant deposited some amounts in the bank account of the plaintiff, it is not disputed that the amounts would not cover the entire rent that was outstanding at the material time.



10. The plaintiff instituted a pre-institution mediation. However, that was also unsuccessful. This Court is informed that the same was a non-starter as the appellant did not join the mediation. It is in the aforesaid context that the plaintiff filed the suit seeking eviction of the appellant as well as arrears of rent, damages, and mesne profits.

11. The said suit has been partially decreed. Whilst the decree has been passed directing that the appellant hand over possession of the demised premises, the enquiry regarding damages and mesne profits is pending.

12. The present appeal is premised on a sole ground that the appellant did not receive the summons issued in the suit. This contention is seriously disputed. However, since the material facts are undisputed, we are unable to accept that any interference is called for in the present appeal. The learned counsel for the appellant was unable to advance any contention on the merits of the appellant's defence.

13. There are no grounds for the appellant to continue holding possession of the demised premises.



HC-KAR

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14. In view of the above, the appeal is dismissed.
15. Pending applications also stand disposed of.

**Sd/-
(VIBHU BAKHRU)
CHIEF JUSTICE**

**Sd/-
(K.S. HEMALEKHA)
JUDGE**

KMV
List No.: 2 SI No.: 16