



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH 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. 217 OF 2026

BETWEEN:

1. THE ORIENTAL INSURANCE CO.LTD.,
NO.H-1A/18, SECTOR 63
NEAR DOMINO'S PIZZA SHOP
NOIDA - 201301
UTTAR PRADESH

REPT. BY ITS MANAGER
ORIENTAL INSURANCE CO. LTD.,
NO.44/45, TP HUB
RESIDENCY ROAD
LEO SHOPPING COMPLEX
BENGALURU - 560025

...APPELLANT

(BY SRI. VIJAYENDRA D JOSHI, ADVOCATE)

AND:

1. SRK POWERTECH PVT LTD
HAVING ITS REGISTERED OFFICE AT
PLOT NO.51-52, UDYOG VIHAR
PHASE IV, GURUGRAM
GURGAON - 122001
HARYANA, INDIA
ALSO AT
2ND FLOOR, VIHSANAIV PROPERTIES



30/1, SILICON TERRACES
HOSUR MAIN ROAD
KORAMANGALA, ADUGODI
BENGALURU - 560095,

REPT. BY ITS AUTHORIZED
SIGNATORY

2. AVEE AMOR ENTERPRISES LLP.,
REGISTERED UNDER LLP ACT, 2008
HAVING ITS REGISTERED OFFICE AT
NO. L-111, WINDSOR PARK
PLOT NO. 5, VAIBHAV KHAND
INDIRAPURAM, SHIPRA SUN CITY
GHAZIABAD, UTTAR PRADESH -201014
REPT. BY ITS PARTNERS

...RESPONDENTS

(BY SMT. POORNIMA HATTI, ADVOCATE FOR C/R-1)

THIS COMMERCIAL APPEAL IS FILED UNDER SECTION 13 (1-A) OF COMMERCIAL COURTS ACT, PRAYING TO SET ASIDE ORDER DATED 16.04.2025 PASSED IN COM.AA NO.274/2024 ON THE FILE OF HONBLE LXXXVII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, COMMERCIAL COURT, BENGALURU (CCH-88) IN THE INTEREST OF JUSTICE AND EQUITY.

THIS APPEAL, COMING ON FOR ORDERS, 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 (Respondent No.2 - Oriental Insurance Co. Ltd.,) has filed the present appeal under Section 37(1)(B) of the Arbitration and Conciliation Act, 1996 [**A&C Act**], impugning the order dated 16.04.2025 passed by the learned LXXXVII Additional City Civil and Sessions Judge, Bangalore [**Commercial Court**] in COM.A.A.No.274/2024.

2. Respondent No.1 (applicant) had filed the said application under Section 9 of the A&C Act seeking interim measures of protection. The dispute essentially lies between respondent Nos.1 and 2. Respondent No.1 claims that it had supplied goods to respondent No.2 as per the agreement dated 22.06.2023, but has not received the entire consideration for the same. Respondent No.1 claims that respondent No.2 has defaulted in making a payment of ₹6,58,56,664/- and it is entitled to recover the said amount.



3. The facts as noted in the impugned order indicate that some of the goods supplied by respondent No.1 to respondent No.2 were lying in the godown at Noida. There was an incident of fire in the said godown, which resulted in some of the goods being destroyed. Respondent No.2 had purchased a fire accident policy from the appellant and had accordingly filed the insurance claim.

4. The learned counsel appearing for the appellant submits that the appellant had accepted respondent No.2's claim to the extent of ₹1,33,20,442/-.

5. Since the amounts claimed by respondent No.1 from respondent No.2 remained unpaid, respondent No.1 had filed the said application seeking interim measures of protection for securing its claim. In the aforesaid context, the learned Commercial Court had passed the impugned order, the operative part of which reads as under:

ORDER

"The application filed by applicant under Sec.9 of Arbitration and Conciliation Act, is Partly Allowed.

Respondent No.2 is hereby directed to deposit the insurance claim amount under the policy No.272500/11/2024/8 before this court within 2 months from the date of this order.



Further, respondent No.1 is directed to secure the amount of Rs.6,58,56,664/- and deposit the same before this court within 2 months from the date of this court."

6. The learned counsel appearing for the appellant submits that the appellant has been called upon to deposit the security deposit of an amount of ₹6,58,56,664/-. However, it has not accepted its liability to the said extent. He reiterates that since the appellant has only accepted respondent No.2's claim to the extent of ₹1,33,20,442/-, it could not be called upon to secure respondent No.1's entire claim of ₹6,58,56,664/-.

7. The appellant's contention that it has been called upon to secure respondent No.1's entire claim against respondent No.2 is erroneous. A plain reading of the operative part of the impugned order indicates that the appellant (who is arrayed as respondent No.2 in Com.A.A.No.274/2024), has been called upon to deposit the insurance claim amount as acknowledged and payable under the policy No.272500/11/2024/8. Thus, the impugned order insofar as it concerns the appellant, is in the nature of a garnishee order. The appellant has been directed to deposit the amount as



admittedly payable by it; that is a sum of ₹1,33,20,442/- and not the entire claim of ₹6,58,56,664/-. The appeal is thus premised on an erroneous understanding of the impugned order.

8. We also note that the present appeal has been filed after an inordinate delay of 300 days. We also find no sufficient cause that prevented the appellant from filing the appeal within the stipulated period and to condone the delay.

9. In view of the above, the present appeal is dismissed, both on the grounds of delay as well as on merits.

10. Pending application is also dismissed.

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

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

SD
List No.: 2 Sl No.: 18