



CNR: KAHC010295202025

NC: 2026:KHC:50241-DB
COMAP No. 240 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 15TH DAY OF SEPTEMBER, 2026

PRESENT

THE HON'BLE MR. JUSTICE D K SINGH

AND

THE HON'BLE MR. JUSTICE H.SHANTHI BHUSHAN

COMMERCIAL APPEAL NO. 240 OF 2025

BETWEEN:

1. SMT SUJATHA
W/O LATE VENKATESH
AGED ABOUT 59 YEARS
2. SMT.PALLAVI P.V.
D/O LATE VENKATESH
AGED ABOUT 41 YEARS
3. SRI. VENKATA REDDY
S/O LATE VENKATARAYAPPA
AGED ABOUT 49 YEARS

ALL ARE RESIDING AT NO.47/1/1,
ESHWARA FARM,
KODIGEHALLI VILLAGE POST
YESHWANTHAPURA HOBLI
BENGALURU NORTH TALUK
BENGALURU - 560112.

Digitally signed
by VASANTHA
KUMARY B K
Location: HIGH
COURT OF
KARNATAKA

...APPELLANTS

(BY SRI. V. SHIVAKUMAR., ADVOCATE)

AND:

1. SRI L MANJUNATH
S/O LINGARAJU
AGED ABOUT 44 YEARS



**NC: 2026:KHC:50241-DB
COMAP No. 240 of 2025**

CNR: KAHC010295202025

PRESENTLY R/AT
NO.70, ESHWARA FARM
KODIGEHALLI POST
YESHWANTHAPURA HOBLI
BENGALURU-560112

ALSO R/AT.

MANJUNATHA FOOD PRODUCTS
NO.46, EASHWARA FARM
LAKSHMAIAH BADAVANE
KODIGEHALLI
BENGALURU-560112

2. SMT. SHYLAJA
W/O LATE JYOTHI KUMAR
AGED ABOUT 36 YEARS
R/AT EASHWARA FARM
LAKSHMAIAH BADAVANE
KODIGEHALLI
BENGALURU-560112

...RESPONDENTS

(BY SRI. R KUMAR., ADVOCATE FOR R1)

THIS COMAP IS FILED UNDER SECTION 13(1A) OF THE COMMERCIAL COURTS ACT, 2015 PRAYING TO SET ASIDE THE JUDGMENT AND DECREE DATED 07.02.2025 PASSED IN COM.OS.NO.459/2021 PASSED BY THE HON'BLE X ADDITIONAL DISTRICT AND SESSIONS JUDGE, (DEDICATED COMMERCIAL COURT), BENGALURU RURAL DISTRICT, BENGALURU OF DECREETING THE SUIT OF THE PLAINTIFF PARTLY, DIRECTING THE DEFENDANTS / APPELLANTS TO PAY A SUM OF RS. 4,50,000/- TOGETHER WITH INTEREST @ 12 PERCENT PER ANNUM AND CONSEQUENTLY DISMISS THE SUIT OF THE PLAINTIFF IN ITS ENTIRETY BY ALLOWING THE APPEAL.

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



CNR: KAHC010295202025

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CORAM: HON'BLE MR. JUSTICE D K SINGH
and
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ORAL JUDGMENT

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

The present Commercial Appeal is filed under Section 13 (1-A) of the Commercial Courts Act 2015 impugning the judgment and decree dated 07.02.2025 passed in Com.O.S.No.459/2021 by the X Addl. District and Sessions Judge, Bengaluru Rural District, Bengaluru.

2. The respondent No.1/plaintiff had taken the premises which consists of the House Property and Commercial Property on rent without there being any lease. Plaintiff filed the suit for recovery of Rs.29,00,000/- with interest at the rate of 18% per annum. Plaintiff also set out a lease deed which has been found to be fabricated and that the signatures of the defendants/appellants did not match in the examination by the handwriting expert.



CNR: KAHC010295202025

3. In respect of the house property, the commercial suit was not maintainable. However, the trial Court has passed a decree for a sum of Rs.4,50,000/- with interest at the rate of 12% p.a. from the date of the suit till the date of realization.

4. The defendants never admitted of Rs.2,00,000/- due to the plaintiff anywhere. However, the Trial Court has wrongly presumed the said admission on behalf of the defendants. Paragraph 7, 8 and 9 of the written statement are extracted hereunder:-

"7. The 2nd Defendant further submits that on 22.05.2019 when her husband 3rd Defendant Sri. Venkata Reddy B.V, had asked the plaintiff over his mobile phone as to when he will be vacating the factory shed as well as the residential house premises, at that juncture, her husband had even enquired about the lease amount, as there was no lease agreement and that it was only a oral agreement and in turn, he had replied to her husband that the 2nd defendant is required to refund the lease amount of Rs.2,50,000/- to the house premises, and Rs.80,000/- to vacate the factory premises.

8. The 2nd defendant further submits that when the Defendant had told the plaintiff that he was required to refund total sum of Rs.2,50,000/- for both the leased premises and the factory shed, the plaintiff had told her uncle Mr. Mohan Raj, had agreed to refund the advance security deposit amount of Rs.80,000/- to the factory premises and that the



CNR: KAHC010295202025

2nd defendant is required to pay Rs.2,50,000/- towards the lease amount for the house.

9. The defendants further submits that during July 2019, she had again told the plaintiff that she has kept the lease amount of Rs.2,50,000/- ready to vacate the house premises and that once again she had requested the plaintiff to vacate and hand over the vacant possession of house premises. She had demanded him for payment of rent of Rs.5000/- per month in case, if the house premises are not vacated and the possession is not delivered to her as promised. Infact the plaintiff had vacated the factory shed premises as agreed."

5. The admission was only for a sum of Rs.80,000/- in respect of the commercial property. In respect of the house property another suit was filed. Two suits were filed-one for ejectment and recovery of the amount by the plaintiff and defendants O.S.No.263/2021 and O.S.No.637/2020 respectively. Both the parties compromised those suits and an amount of Rs.2,40,000/- was paid by the appellants to the respondent No.1. Thus, so far as the house property was concerned, that had attained finality. In view of the memo filed by the parties insofar as the commercial property is concerned, only Rs.80,000/- was admitted. However the Commercial Court has wrongly granted decree for a sum of Rs.4,50,000/- with interest at the rate of 18% p.a.



CNR: KAHC010295202025

6. We therefore, modify the decree to an extent of Rs.80,000/- along with interest @ of 12% p.a. from the date of filing of the suit till the date of realization.

7. With the aforesaid modification of the impugned judgment and decree, we **dispose** of this appeal. Let modified decree be drawn. The appellant is permitted to withdraw the amount deposited in pursuance of the interim order and make the payment of Rs.80,000/- along with interest from the date of the suit till the date of deposit before the Executing Court within period of 4 weeks.

**Sd/-
(D K SINGH)
JUDGE**

**Sd/-
(H.SHANTHI BHUSHAN)
JUDGE**

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