



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF JUNE, 2026

BEFORE

THE HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

WRIT PETITION NO. 19149 OF 2026 (GM-CPC)

BETWEEN:

MR. C.M DHANANJAYA
S/O LATE MUNIYAPPA,
AGED ABOUT 59 YEARS,
R/AT- MESSRS. DHANANJAYA ASSOCIATES,
NO.255, 'SAIKRUPA', INDIRANAGAR,
1ST STAGE, 6TH CROSS,
BENGALURU- 560 038

...PETITIONER

(BY SRI. AMOGHA R. SHARMA, ADVOCATE FOR
SRI.RAJESWARA P.N., ADVOCATE)

AND:

ZERO SUM WIRELESS SOLUTIONS
INDIA PRIVATE LIMITED,
A COMPANY INCORPORATED UNDER
THE PROVISIONS OF COMPANIES ACT,
HAVING ITS REGISTERED OFFICE AT
NO.254, 1ST FLOOR, 6TH CROSS,
INDIRANAGAR, 1ST STAGE,
BENGALURU-560 038
REPRESENTED BY ITS
DIRECTOR AND CHIEF OPERATING OFFICER
SRI. MALLESH BOGGARAPU

...RESPONDENT

(BY SRI.H.MUJTABA, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLE 227 OF
THE CONSTITUTION OF INDIA, PRAYING TO SET ASIDE THE
ORDER DATED 28.04.2026 PASSED ON IA NO.2 IN COM.A.P



NO.171/2025 PASSED BY THE HONBLE LXXXIX ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU (CCH-90) AT ANNEXURE-A.

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

CORAM: HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

ORAL ORDER

Aggrieved by the orders dated 28.04.2026 passed in I.A.No.2 in COM. Appeal No.171/2025 by the LXXXIX Addl. City Civil & Session Judge, Bengaluru, the plaintiff is before this Court.

2. The Arbitrator has passed an award on 21.07.2025 by allowing the claim made by the respondent herein and an award was passed to recover from the petitioner a sum of Rs.34,05,000/- with interest at 18% per annum from the date of the claim statement until date of the award. Thereafter at 24% per annum from the date of award till realisation and Rs.6,41,446/- towards interest on the above said amount from 29.12.2023 at 18% per annum and in addition a sum of Rs.1,00,000/- for committing breach of the binding terms and conditions of the lease deed and breach of trust and other costs. The petitioner has preferred COM.AP.No.171/2025 along



with that he has filed an IA.No.1 seeking stay of all further proceedings and IA.No.1 came to be disposed of by directing the petitioner to pay 75% of the amount. Then the petitioner has come up with the present I.A.No.2 filed under Section 151 CPC praying to modify the order dated 19.12.2025 to delete the condition that the plaintiff shall deposit 75% of the award by way of bank guarantee in the interest of justice and equity.

3. It is the specific case of the petitioner that no notice was served on him. When the matter is pending before the Arbitrator, he has also made allegations of fraud against the respondent, and as no notices were served, he could not appear before the Arbitrator. It is the contention that when an award is obtained by fraud, the court can grant an interim order without any condition. While dismissing the application, the trial Court observed that on perusal of the signatures appearing on the postal acknowledgements pertaining to CMP No.439/2024 and EP No.1216/2025, the Court is of the firm opinion that a common person has affixed the signatures on both the acknowledgments and has received the notices sent by the High Court as well as the Commercial Court. Hence, the



Court is of the view that the plaintiff, being an advocate, cannot contend before the Court that no notice was served in CMP No.439/2024, nor can he contend that he was not aware of the arbitration proceedings. The trial Court also observed that immediately upon receiving the notices in EP No.1216/2025, the plaintiff filed the present petition challenging the award. Hence, the trial Court concluded that the proceedings were very much in the notice of the plaintiff and accordingly dismissed I.A.No.2.

4. Learned counsel appearing for the petitioner submits that, considering the manner in which the matter proceeded before the Arbitrator, without the Arbitrator's notice to the petitioner, and particularly in light of the contentions taken up by the petitioner, there is fraud. The court ought to have modified the order or should have granted a blanket order. The contentions raised by the petitioner were not considered by the trial court.

5. Learned counsel appearing for the respondent submits that on every date of hearing, the Arbitration Centre, Bangalore sends the communication email to the petitioner and the



petitioner simply denies that he did not receive any email, but the petitioner is aware of the arbitration proceedings. It is submitted that in the light of the settled law, in fact 100% amount has to be paid. In this case, the trial Court has directed only 75% to be deposited and there are no grounds to interfere.

6. Having heard the learned counsels on either side, perused the material on record. In the light of the respective contentions made by both the parties, without going into the merits of the matter and balancing the interest of both the parties, this court is passing the following:

ORDER

- i. There shall be a stay of the operation of the award and execution dated 21.07.2025 in COM.AP.No.171/2025, on the condition that the petitioner shall deposit 50% of the award amount, with accrued interest, within a period of 4 weeks from the date of receipt of the copy of the order.



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- ii. Accordingly, the writ petition is ***disposed of***.
- iii. Pending I.As., in this petition shall stand closed.

SD/-
(LALITHA KANNEGANTI)
JUDGE

TS
List No.: 1 Sl No.: 38