



CNR: KAHC010535582023

NC: 2026:KHC:46750
W.P. No.22793/2023

IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 28TH DAY OF AUGUST, 2026
BEFORE
THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL
WRIT PETITION NO.22793/2023 (GM-CPC)

BETWEEN:

1. M/S. MANPHO CONVENTION CENTRE
HAVING ITS REGISTERED OFFICE
AT NO.91/4, 102/3
VEERANNAPALYA
NAGAVARA RING ROAD
BENGALURU-560 045
(A PARTNERSHIP FIRM ENGAGED
IN THE BUSINESS OF EVENT
MANAGEMENT AND HOSPITALITY INDUSTRY).

REP. BY ITS PARTNER
RASHMI PAREKH
W/O SRI. ARVIND PAREKH
AGED ABOUT 55 YEARS
RESIDING AT NO.20
3RD CROSS, GANDHINAGAR
BENGALURU-560 009.

2. SANDEEP PAREKH
AGED ABOUT 44 YEARS
SON OF LALITH PAREKH
RESIDING AT NO.20
3RD CROSS, GANDHINAGAR
BENGALURU-560 009.

...PETITIONERS

(BY SMT. B.G. NAYANA TARA, ADV.,)

Digitally signed
by RUPA V
Location: HIGH
COURT OF
KARNATAKA



CNR: KAHC010535582023

NC: 2026:KHC:46750
W.P. No.22793/2023

AND:

RAO BAHADUR DHARMAPARVARTHA
GUBBI THOTADAPPA CHARITIES
GUBBI THOTADAPPA ROAD
NEAR CITY RAILWAY STATION
BENGALURU-560023
REP. BY ITS SECRETARY.

...RESPONDENT

(BY SRI. PRAMOD N. KATHAVI, SR. COUNSEL FOR
SRI. CHANDRAKANTH PATIL K, ADV.,)

THIS WRIT PETITION IS FILED UNDER ARTICLE 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO QUASH THE ORDER DATED 07/09/2023 PASSED BY THE COURT OF THE LXXXIX ADDL. CITY CIVIL AND SESSIONS JUDGE, BENGALURU (CCH-90) IN COM. O.S. NO.200/2023 ON I.A. NO.1 FILED BY THE RESPONDENT UNDER SECTION 151 OF C.P.C. VIDE ANNEXURE-A BY ISSUING A WRIT OF CERTIORARI AND CONSEQUENTLY DISMISS THE SAID I.A. NO.1 FILED BY THE RESPONDENT UNDER SECTION 151 OF C.P.C. & ETC.,

THIS PETITION HAVING BEEN HEARD AND RESERVED ON 20.08.2026, COMING ON FOR PRONOUNCEMENT OF ORDER, THIS DAY, THE COURT MADE THE FOLLOWING:



CNR: KAHC010535582023

NC: 2026:KHC:46750
W.P. No.22793/2023

CORAM: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

CAV ORDER

This writ petition is filed challenging the order dated 07.09.2023 passed in Com.O.S.No.200/2023 on I.A.No.1 by the LXXXIX Additional City Civil and Sessions Judge, Bengaluru, (CCH-90) (for short '***the Commercial Court***').

2. Smt.B.G.Nayana Tara, learned counsel appearing for the petitioners-defendant Nos.1 and 2 submits that the Commercial Court has committed a grave error in ordering to pay the arrears of rent at the interlocutory stage without there being any enquiry. It is submitted that the petitioners are seriously disputing that there is arrears of rent and according to the petitioners the agreed rent is paid. It is further submitted that the Commercial Court committed an error in not appreciating the crucial correspondences such as letters dated 22.06.2019, 24.02.2020, 14.01.2022, 12.02.2022 and letter dated 27.07.2023 which clearly showed that the



NC: 2026:KHC:46750
W.P. No.22793/2023

petitioners were not liable to pay the rents till execution of works as understood by the parties as the said premises was utilized by the Government as quarantine center, thus not making the petitioners liable to pay the arrears of rent as alleged by the respondent-plaintiff. It is also submitted, that the Commercial Court has failed to appreciate the fact that allowing I.A.No.1 would amount to granting the main relief without even conducting a trial, and has come to the conclusion that that the petitioners are liable to pay the rent even without considering the case of the petitioners which is impermissible under law. It is contended that the power under Section 151 of the Code of Civil Procedure, 1908, (for short, '**the CPC**') cannot be exercised in the absence of statutory provision available under the Transfer of Property Act, 1882, or in absence of express provision made authorizing the Court or formulating mechanism to direct the lessee to deposit the amount. In support of her contentions, she has relied on the decision of the Hon'ble Supreme Court in the case of **B.V.Nagakannika vs.**



Dastagir S.Haroon¹. Hence, she seeks to allow the petition.

3. *Per contra*, Sri.Pramod N.Kathavi, learned Senior Counsel for Sri.Chandrakanth Patil K., learned counsel for the respondent supports the impugned order passed by the Commercial Court and submits that the Commercial Court has rightly allowed the I.A.No.1 and ordered the petitioners to pay the arrears of rent of Rs.4,14,00,000/-. It is submitted that the arrears claimed is based on the agreed terms, hence, the Commercial Court has ordered them to pay. The petitioners cannot be allowed to enjoy the property according to its will and wish without paying the rent. Hence, he seeks to dismiss the petition.

4. I have heard the arguments of the learned counsel for the petitioners, learned Senior Counsel for the respondent and meticulously perused the material

¹ 2016 SCC OnLine Kar 8881



NC: 2026:KHC:46750
W.P. No.22793/2023

CNR: KAHC010535582023

available on record. I have given my anxious consideration to the submissions advanced and the material available on record.

5. The respondent No.1-plaintiff filed a suit in Com.O.S.No.200/2023 seeking a prayer for ejectment of the petitioners-defendants from the suit schedule premises and direct them to vacate and deliver vacant possession of the suit schedule premises to the respondent No.1-plaintiff and to direct the petitioners to pay arrears of rent of Rs.4,14,00,000/- to respondent No.1. Along with the plaint, the respondent No.1 filed an application under Section 151 of the CPC seeking a direction to the petitioners-defendants to pay arrears of rent of Rs.4,14,00,000/- and future rents regularly. The petitioners filed their detailed written statement denying the plaint averments and filed objections to the said application. The Commercial Court after hearing the parties on I.A. No.1, allowed the application ordering the



CNR: KAHC010535582023

petitioners to pay arrears of rent of Rs.4,14,00,000/- and to continue to pay the rent regularly as and when they fall due, by assigning reasons that the petitioners being tenants are not entitled to escape its liability to pay rents regularly by observing that the questions raised cannot be determined without a trial. Aggrieved by the said order, the petitioners have filed this petition.

6. It is to be noticed that that the respondent No.1 filed the said application in I.A.No.1 seeking relief of recovery of arrears of rent which is also the main relief sought in the plaint. At this stage, it would be useful to refer to the ratio laid down by the Hon'ble Supreme Court in the case of ***State of U.P. v. Ram Sukhi Devi***² wherein at paragraph No.8, it has held as under:

"8. To say the least, approach of the learned Single Judge and the Division Bench is judicially unsustainable and indefensible. The final relief sought for in the writ petition has been granted as an interim measure. There was no reason indicated by learned Single Judge as to why the government order dated 26-10-1998 was to be ignored. Whether the writ petitioner was entitled to any relief in

² (2005) 9 SCC 733



CNR: KAHC010535582023

NC: 2026:KHC:46750
W.P. No.22793/2023

the writ petition has to be adjudicated at the time of final disposal of the writ petition. This Court has on numerous occasions observed that the final relief sought for should not be granted at an interim stage. The position is worsened if the interim direction has been passed with stipulation that the applicable government order has to be ignored. Time and again this Court has deprecated the practice of granting interim orders which practically give the principal relief sought in the petition for no better reason than that of a prima facie case having been made out, without being concerned about the balance of convenience, the public interest and a host of other considerations. [See CCE v. Dunlop India Ltd. [(1985) 1 SCC 260 : 1985 SCC (Tax) 75] (SCC at p. 265), State of Rajasthan v. Swaika Properties [(1985) 3 SCC 217] (SCC at p. 224), State of U.P. v. Visheshwar [1995 Supp (3) SCC 590 : 1995 SCC (L&S) 1423 : (1995) 31 ATC 511] , Bharatbhushan Sonaji Kshirsagar (Dr.) v. Abdul Khalik Mohd. Musa [1995 Supp (2) SCC 593] , Shiv Shankar v. Board of Directors, U.P. SRTC [1995 Supp (2) SCC 726 : 1995 SCC (L&S) 1018 : (1995) 30 ATC 317] and Commr./Secy. to Govt. Health and Medical Education Deptt. Civil Sectt. v. Dr. Ashok Kumar Kohli [1995 Supp (4) SCC 214] .] No basis has been indicated as to why learned Single Judge thought the course as directed was necessary to be adopted. Even it was not indicated that a prima facie case was made out though as noted above, that itself is not sufficient. We, therefore, set aside the order passed by learned Single Judge as affirmed by the Division Bench and without expressing any opinion on the merits of the case we have interfered primarily on the ground that the final relief has been granted at an interim stage without justifiable reasons. Since the controversy lies within a very narrow compass, we request the High Court to dispose of the matter as early as practicable, preferably within six months from the date of receipt of this judgment."

(Emphasis supplied)



7. It would be useful to refer to the decision of the Hon'ble Supreme court in the case of **Deoraj v. State of Maharashtra**³ where it has been held as under:

"12. Situations emerge where the granting of an interim relief would tantamount to granting the final relief itself. And then there may be converse cases where withholding of an interim relief would tantamount to dismissal of the main petition itself; for, by the time the main matter comes up for hearing there would be nothing left to be allowed as relief to the petitioner though all the findings may be in his favour. In such cases the availability of a very strong prima facie case — of a standard much higher than just prima facie case, the considerations of balance of convenience and irreparable injury forcefully tilting the balance of the case totally in favour of the applicant may persuade the court to grant an interim relief though it amounts to granting the final relief itself. Of course, such would be rare and exceptional cases. The court would grant such an interim relief only if satisfied that withholding of it would prick the conscience of the court and do violence to the sense of justice, resulting in injustice being perpetuated throughout the hearing, and at the end the court would not be able to vindicate the cause of justice. Obviously such would be rare cases accompanied by compelling circumstances, where the injury complained of is immediate and pressing and would cause extreme hardship. The conduct of the parties shall also have to be seen and the court may put the parties on such terms as may be prudent."

8. Keeping in mind the enunciation of law laid down by the Hon'ble Supreme Court in the aforesaid decisions *referred supra*, it is clear that in the instances

³ (2004) 4 SCC 697



where an interim relief is sought which tantamount amounts to seeking the final relief, the Court must ascertain a strong *prima facie* case as a standard much higher than just a *prima facie* case and the balance of convenience and irreparable injury must tilt totally in favour of the applicant. Furthermore, an interim relief amounting to granting a final relief must only be granted in exceptional circumstances where the Court is satisfied that withholding of an interim relief would amount to great injustice and hardship to the applicant. In the present case, the application filed by the respondent No.1-plaintiff neither shows extreme hardship and injustice nor does it showcase any strong *prima facie* case, irreparable injury or balance of convenience. Therefore, the Commercial Court ought not have allowed the application as the relief sought for in the application was for arrears of rent which was already sought in the plaint as the main prayer and none of the aforesaid conditions were met for such an order to be granted. Furthermore, the question with



CNR: KAHC010535582023

NC: 2026:KHC:46750
W.P. No.22793/2023

regard to payment of arrears of rent is to be decided by the Commercial Court only after a full-fledged trial after adducing the evidence more particularly, when the defendants in the suit are denying the quantum of arrears. It is to be noticed that unless a detailed enquiry is conducted with regard to the arrears, if any, as claimed by the plaintiff, ordering for a payment of arrears at the interlocutory stage may not be appropriate.

9. Furthermore, the learned counsel for the petitioners has relied on the decision of this court in the case of ***B.V.Nagakannika*** referred *supra*, wherein, in the context of a suit for eviction and recovery of arrears of rent, an application under Section 151 of the CPC was filed seeking a direction to the tenant to deposit the arrears of rent and to continue depositing the rent during the pendency of the suit, this Court declined to recognize/exercise such a power under Section 151 CPC, holding that the inherent power of the Court is only a



residuary power and cannot be exercised as though it constitutes a substantive source of jurisdiction. Section 151 of the CPC cannot be invoked to create a substantive right or to confer upon the Court a power which is not otherwise available under the governing statute. The correctness of the ratio laid down in the case of ***B.V.Nagakannika*** referred *supra*, has been doubted by the co-ordinate bench in the case of ***Sri.D.Shashi Bhushana vs Smt.Jyothi Rao***⁴ where it was held that Court has powers under Order XXXIX Rule 10 as well as Section 151 of CPC to direct deposit of rent and expressly observed that ***B.V.Nagakannika*** stated *supra* was not a good law on that aspect. Be that as it may, taking into consideration the facts of the case on hand, I am of the considered view that the Commercial Court has committed a grave error in ordering to pay arrears of rent without there being any adjudication and without any subsisting arrears of rent.

⁴ CRP No.385 of 2023 DT:17.11.2023



10. Insofar as application filed by the respondent in I.A.No.1/2025 seeking permission to take possession of suit schedule property from BBMP by further permitting to occupy the premises in question and to exercise all its rights over the suit schedule property without prejudice to right to recover the arrears of rent by directing the petitioners to remove the alleged stocks of furniture and fittings etc., from suit schedule premises is concerned, the same cannot be considered as the relief sought in the application is beyond the scope of present petition.

11. By virtue of interim order granted by this Court, the petitioner had deposited 25% of the amount referred in the impugned order. In view of the same, I am of the view that it would be appropriate to transmit the amount in deposit to the Commercial Court with a direction to adjudicate the suit on merits.

12. For the aforementioned reasons, I proceed to pass the following:



CNR: KAHC010535582023

NC: 2026:KHC:46750
W.P. No.22793/2023

ORDER

- a) The Writ Petition is ***allowed***.
 - b) The impugned order dated 07.09.2023 passed in Com.O.S.No.200/2023 by the LXXXIX Additional City Civil and Sessions Judge, Bengaluru, is set aside. Consequently, I.A.No.1 filed by the respondent under Section 151 of CPC is rejected.
 - c) The Commercial Court is directed to dispose of the suit as expeditiously as possible.
 - d) The registry is directed to transmit 25% of the amount deposited by the petitioners to the Commercial Court. The Commercial Court is directed to invest the said amount in fixed deposit in any of the Nationalized/scheduled bank during the pendency of the suit.
 - e) The application I.A. No.1/2025 filed by the respondent is rejected.
- No order as to costs.

Sd/-
(VIJAYKUMAR A. PATIL)
JUDGE