



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF JANUARY, 2026

PRESENT

THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE

AND

THE HON'BLE MR. JUSTICE C.M. POONACHA

COMMERCIAL APPEAL NO. 489 OF 2025

C/W

COMMERCIAL APPEAL NO. 490 OF 2025

IN COMAP No. 489/2025

BETWEEN:

SRI BALASUBRAMANYA
AGED ABOUT 56 YEARS,,
SON OF LATE M.K.ANJANAPPA,
RESIDENT OF NO.3406,
15TH CROSS, R.P.ROAD,
NANJANGUD TALUK
MYSURU 570 024.

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signed by
NIRMALA
DEVI

Location:
HIGH
COURT OF
KARNATAKA

(BY SRI. B SHARATH KUMAR, ADVOCATE)

...APPELLANT

AND:

M/S MYSORE MINERALS PRIVATE LTD.,
HAVING REGISTERED OFFICE
AT OLD KESARE, SY.NO.175,
NO.85, MYSURU
REPRESENTED BY ITS AUTHORISED PERSON,
GANGADHARA N



AGED ABOUT 38 YEARS,
S/O LATE NANJUNDAPPA,
R/AT 60, 1ST MAIN,
NEAR JANATHA SAW MILL,
MEDARA BLOCK, BAMBOO BAZAR,
MYSURU 570 001.

...RESPONDENT

(BY SRI. ABHISHEK A., ADVOCATE)

THIS COMAP IS FILED UNDER SECTION 13(1-A) COMMERCIAL COURT ACT, PRAYING TO CALL FOR THE RECORDS OF COM.O.S.NO.51/2025 ON THE FILE OF THE COMMERCIAL COURT AND II ADDITIONAL DISTRICT AND SESSIONS JUDGE AT MYSURU AND SET ASIDE THE ORDER DATED 08.07.2025 PASSED ON I.A.NO.I IN THE SUIT COM.O.S.NO.51/2025 ON THE FILE OF THE COMMERCIAL COURT AND II ADDITIONAL DISTRICT AND SESSIONS JUDGE, AT MYSURU, THE CERTIFIED COPY OF WHICH IS PRODUCED AT ANNEXURE A AND DISMISS THE SAID APPLICATION AND GRANT TO THE APPELLANT THE COSTS OF THIS APPEAL AND GRANT SUCH OTHER AND FURTHER RELIEFS AS DEEMS FIT TO GRANT UNDER THE CIRCUMSTANCES OF THE CASE.

IN COMAP No.490/2025

BETWEEN:

SRI BALASUBRAMANYA
AGED ABOUT 56 YEARS,,
SON OF LATE M.K.ANJANAPPA,
RESIDENT OF NO.3406,



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15TH CROSS, R.P.ROAD,
NANJANGUD TALUK
MYSURU 570 024.

...APPELLANT

(BY SRI. B SHARATH KUMAR, ADVOCATE)

AND:

M/S MYSORE MINERALS PRIVATE LTD.,
HAVING REGISTERED OFFICE AT
OLD KESARE, SY.NO.175, NO.85,
MYSURU
REPRESENTED BY ITS AUTHORISED PERSON,
AGED ABOUT 38 YEARS,
S/O LATE NANJUNDAPPA,
R/AT 60, 1ST MAIN,
NEAR JANATHA SAW MILL,
MEDARA BLOCK, BAMBOO BAZAR,
MYSURU 570 001.

...RESPONDENT

(BY SRI. ABHISHEK A, ADVOCATE)

THIS COMAP IS FILED UNDER SECTION 13 1A OF THE
COMMERCIAL COURTS ACT, PRAYING TO SET ASIDE THE
ORDER DATED 08.07.2025, PASSED ON IA NO. II IN THE SUIT
COM.OS NO. 51/2025 ON THE FILE OF THE COMMERCIAL
COURT AND II ADDITIONAL DISTRICT AND SESSIONS JUDGE,
AT MYSURU, THE CERTIFIED COPY OF WHICH IS PRODUCED
AT ANNEXURE A AND DISMISS THE SAID APPLICATION AND
GRANT TO THE APPELLANT THE COSTS OF THIS APPEAL
AND GRANT SUCH OTHER AND FURTHER RELIEFS AS
DEEMS FIT TO GRANT UNDER THE CIRCUMSTANCES OF THE
CASE.



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

CORAM: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE
and
HON'BLE MR. JUSTICE C.M. POONACHA

ORAL JUDGMENT

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

1. The appellant has filed the present appeal impugning an order dated 08.07.2025 [**impugned order**] passed by the learned Commercial Court on IA.Nos.1 and 2 in Com.OS.No.51/2025. The respondent had filed the said applications under Order XXXIX, Rules 1 and 2, of the Civil Procedure Code, 1908 [**CPC**].

2. IA.No.1 was filed by the respondent seeking a prayer restraining the appellant from interfering with the possession of the subject property, which is described as under:

“Scheduled Property

Landed property bearing Sy.No.219/1, measuring 0-30 guntas, (Alienating Order No.405707 dated 22/09/2022, by the Deputy Commissioner, Mysuru District landed property bearing Sy. No. 219/2 measuring 0-18.08 guntas, Alienating Order No. 405708 dated 22/09/2022, by the Deputy Commissioner, Mysuru District) landed property bearing Sy. No. 215 measuring 0-18 gunta, (Alienating



order No. 405712 dated 22/09/2022, by the Deputy Commissioner, Mysuru District) all the property situated at Uppinahali Village, Kasaba Hobli, Nanjangudu taluk, Mysuru District, Bounded on:

East by : Land Belongs to B. Anitha,
West by : Sy.No. 216 (land belongs to Balasubramanya)
North by :Sy.No. 216 (land belongs to Balasubramanya)
South by :Sy.No. 215 (land belongs to Balasubramanya)”

3. The respondent filed IA.II *inter alia* praying for *ad interim* temporary mandatory injunction directing the appellant to execute necessary records, documents and affidavits that are mandatorily required to carry on the business activities.

4. The dispute essentially arose in connection with a lease deed dated 25.01.2023, by which the appellant, who is admittedly the owner of the subject property, leased the same to the defendant for a term of eight years commencing on 01.02.2023. The purpose of the lease was to enable the respondent to carry on M-Sand Crusher Unit. The appellant had handed over the machinery existing on the subject property and had also permitted the respondent to install the necessary infrastructure for engaging in the said activity.



5. The lease expressly provided that the appellant would cooperate for the effective running of the Unit at the subject property. Clause 6 of the lease deed (a copy of which is handed over) reads as under:

“6. The Lessor shall give all Co-operation for the purpose of installation and effective running M Sand Unit in the schedule property.”

6. The respondent had undertaken not to engage in any illegal activity, and if it was found that the respondent had engaged in any illegal activity, the respondent would be solely responsible for the same. Clause 11 of the lease deed, which provides for the same, is set out below:

“11. The Lessee shall not do any illegal activities in the schedule property. If found illegal activities in the schedule property the lessee will only be held responsible for penalties from concerned Government. Department and Judicial charges, lessor will not be responsible for such illegal activities.”



7. It is apparent that certain disputes have arisen between the parties. It is the respondent's case that the appellant is interfering with its possession of the subject property and has further failed to cooperate with the respondent, inasmuch as the appellant has declined to execute the necessary documents, which would enable the respondent to carry on the activity for which it had leased the subject property.

8. The appellant, on the other hand, contends that the defendant has acted in violation of the lease terms and sublet the subject property.

9. The learned Commercial Court had passed an interim order restraining the appellant from interfering with the respondent's possession of the subject property till the disposal of the suit, as the Court found that the parties had entered into a lease which was, *prima facie*, subsisting. The Court also, *prima facie*, accepted the contention that the respondent had installed new machinery and established a plant after investing large sums of money.



10. It is the respondent's case that it would be unable to carry on the business on account of the non-cooperation of the appellant. However, the appellant's case is that the respondent was engaged in illegal activities and failed to pay the Royalty and GST. The appellant apprehended that, if he executed the documents as sought, he would be held responsible for failing to comply with the statutory provisions.

11. However, *prima facie*, there is no material on record to indicate that the respondent has defaulted in paying the GST or Royalty. Insofar as the allegation regarding subletting is concerned, it is the respondent's case that there was no bar to subletting the subject property. However, in any event, sub lease agreement entered into had been cancelled.

12. Learned counsel for the appellant submits that, insofar as the direction not to interfere with the respondent's possession of the subject property is concerned, the appellant does not have any grievance, as the appellant would be entitled to receive the lease rents. He, however, submits that the appellant cannot be put to risk for any illegal activity that may be carried out by the respondent. He



submits that in view of the said apprehension, the appellant has not executed any documents, and the Commercial Court has now appointed a Court Commissioner to do so.

13. In the aforesaid view, the appellant can have no apprehension that he would be held liable for any statutory violations, as the respondent is now carrying on the business under the cover of the interim order passed by the Court.

14. In view of the above, we find no merit in the present appeal and dismiss the same.

15. However, in the event that the appellant finds any material to establish that any illegal activity is being carried on, it would not preclude the appellant from approaching the Commercial Court with the relevant details for modification of the impugned order.

16. We also clarify that the present order is confined to the appellant's challenge to the interim order. None of the observations made in the present appeal shall preclude either of the parties from advancing their contentions as may be advised, in the commercial suit. Needless to state that the rival contentions shall be examined



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at the final stage uninfluenced by the observations made in the impugned order or by this Court in the present order.

17. Pending IAs, if any, stand disposed of.

SD/-
(VIBHU BAKHRU)
CHIEF JUSTICE

SD/-
(C.M. POONACHA)
JUDGE

ND
List No.: 1 Sl No.: 2