



CNR: KAHC010739542025

NC: 2026:KHC:54016-DB
COMAP No. 603 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 29TH 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. 603 OF 2025

BETWEEN:

M/S. AASHRAYA HOMES
A PARTNERSHIP FIRM,
HAVING ITS OFFICE AT NO 221, 1ST FLOOR,
15TH A CROSS, HSR LAYOUT, SECTOR - 6,
BENGALURU- 560 102.
REPRESENTED BY ITS PARTNER
SRI.M.PADMANABHA REDDY

...APPELLANT

(BY SRI. CHENNAKESHA B.S.,ADVOCATE)

AND:

1. SRI.H.S.NARAAYANASWAMY
AGED ABOUT 59 YEARS,
S/O LATE SHAMANNA REDDY,
RESIDING AT HALANAYAKANAHALLI,
SARJAPURA ROAD, CARMELARAM POST,
BENGALURU CITY, KARNATAKA - 560 035.
2. SRI.S.RAMACHANDRA REDDY
AGED ABOUT 59 YEARS,
S/O LATE SHAMANNA REDDY,
RESIDING AT NO 15,
GREEN VILLA LAYOUT,
HALANAYAKANAHALLI,
BENGALURU CITY - 560 035
KARNATAKA

Digitally
signed by
MALAK N
Location:
HIGH
COURT OF
KARNATAKA



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3. SRI.VIVEK N
AGED ABOUT 37 YEARS,
S/O H.S.NARAYANASWAMY,
RESIDING AT HALANAYAKANAHALLI,
SARJAPURA ROAD,
CARMELARAM POST,
BENGALURU CITY,
KARNATAKA - 560 035.

...RESPONDENTS

(BY SRI. B.C.SEETHARAMA RAO.,ADVOCATE FOR R1 – R3)

THIS COMAP / COMMERCIAL APPEAL UNDER SECTION 13 (1A) OF THE COMMERCIAL COURTS ACT, 2015 PRAYING TO SET ASIDE THE ORDER DATED 22.09.2025 IN COM.A. NO.67/2025 ON THE FILE OF THE LXXXII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, (COMMERCIAL COURT) (CCH-83) AT BENGALURU, DISMISSING THE PETITION UNDER SEC.9 OF THE ARBITRATION AND CONCILIATION ACT 1996.

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

CORAM: HON'BLE MR. JUSTICE D K SINGH
AND
HON'BLE MR. JUSTICE H.SHANTHI BHUSHAN

ORAL JUDGMENT

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

The present Commercial Appeal under Section 13(1A) of the Commercial Courts Act, 2015, has been filed impugning the order dated 22nd September 2025 passed in



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Commercial Arbitration Application No.67/2025 preferred by the appellant under Section 9 of the Arbitration and Conciliation Act, 1996 ('the Act' for brevity) read with Order XXXIX Rule 1 and 2 of the Code of Civil Procedure, 1908, seeking interim protection with following prayers:

"a. Issue an order of injunction restraining the respondents, their agents, or any persons claiming through or under them from in any manner to not interfere with the possession, developmental activities of the applicant firm over the schedule property.

b Issue an order of injunction restraining the respondents, their agents, or any other persons claiming through or under them from in any manner changing the nature of the schedule property.

c. Issue an order of injunction restraining the respondents, their agents or any persons claiming through or under them from in any manner encumbering, dealing with or transacting in the schedule property or alienating the same or transferring any right to them, title or interest therein including by way of any agreement to sell or



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join development agreement in favour of any third party.

d. Direct the respondent to the cost of this complaint.

e. Grant such other and further reliefs as this Hon'ble Court deems fit in the interest of justice."

2. The court concerned has not found any *prima facie* case, balance of convenience and irreparable loss or injury to the appellant, to grant interim injunction under Section 9 of the Act. While declining the interim injunction, the interim order in the nature as has been provided under Section 9 of the Act, the Commercial Court has noted that the Joint Development Agreement was entered to between the parties on 11.12.2014. Under the said agreement, under clause-3.1 of the said joint development agreement, the appellant/Developer was required to obtain sanction plan for development and construction from the concerned Government authorities within nine months from the date of registration of the joint development agreement. As per



the said clause, nine months expired on 15.09.2015 and the appellant had obtained the approval of the plan only on 05.07.2018. Further, as per clause 10.1 of the Joint Development Agreement, the appellant/developer was to commence the construction activities on the scheduled property within a period of 4 months from the date of obtaining the sanction plan duly approved by the competent authorities and complete the construction within 36 months from the date of issuance of plan approved by the government authorities subject to terms and conditions of the agreement. Under the agreement, 6 months' grace period is also provided for completion of the construction.

3. In view of the same, the plan was approved on 05.07.2018. However, till the date of the order, no construction commenced and therefore, the Commercial Court has not found any *prima facie* case in favour of the appellant and has dismissed the application. We find no reason to interfere with the said order passed by the



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Commercial Court. Therefore, the appeal is ***dismissed***.
However, any observation made either by the Commercial Court or this Court on merits is confined to the application filed under Section 9 of the Act. It is not a final determination of the issues on delay by the Commercial Court or this Court.

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

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

KNM
List No.: 1 Sl No.: 19