HC-KAR

NC: 2026:KHC:60065
WP No. 8798 of 2026

CNR: KAHC010192222026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF OCTOBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE K. V. ARAVIND

WRIT PETITION NO. 8798 OF 2026 (GM-CPC)

BETWEEN:

1. MR ADITYA N. RAI
   AGE ABOUT 44 YEARS
   S/O. LATE SRI NARAYANA THIMAPPA RAI,
   RESIDING AT 'POUND GARDEN',
   KADRI ROAD,
   MANGALORE - 575003,
   D. K. DISTRICT.

...PETITIONER

(BY SRI. K. CHANDRANATH ARIGA, ADVOCATE)

AND:

1. MR ASHWIN SHETTY
   AGED ABOUT 46 YEARS,
   S/O. Y. UMANATH SHETTY,
   FLAT NO. 904, PLANET SKS APARTMENT
   KADRI HILLS,
   MANGALURU 575004.
   E-MAILASHWINUSHETTY@YAHOO.COM.

2. MRS. NISHALI A. SHETTY ALIAS NISHALI RAI,
   AGED ABOUT 46 YEARS,
   W/O. ASHWIN SHETTY.
   FLAT NO. 904, PLANET SKS APARTMENT
   KADRI HILLS,
   MANGALURU - 575004
   E-MAILNISHALINRAI@YAHOO.COM.

Digitally signed by VIJAYA P
Location: High Court of Karnataka

3. MS. REETHIKA SHETTY,
AGED ABOUT 44 YEARS,
D/O. Y. UMANATH SHETTY,
FLAT NO. 402, B BLOCK, SPRINGFIELD APTS
SARJAPURA ROAD,
AMBALIPURA
BANGALORE - 560 102.
EMAILREETHIKASHETTY@GMAIL.COM

4. CERA SANITARYWARE LIMITED
REPRESENTED BY ITS AUTHORIZED SIGNATORY
MR. JAGADEESAN MARIMUTHU,
(DEPUTY GENERAL MANAGER
HR ADMINISTRATION)
7TH AND 8TH FLOOR, B-WING
PRIVILON
AMBLI BRTS ROAD,
ISCKON CROSS ROAD,
AHEMADABAD - 380059
GUJARAT
EMAIL MARKETING@CERA-INDIA.COM.

…RESPONDENTS

(BY SRI. SAMPAT ANAND SHETTY, ADVOCATE FOR R1;
SMT. BHANUMATHI R., ADVOCATE FOR R4;
V/O DTD:13.10.2026 NOTICE TO R2 IS DISPENSED WITH;
R3 IS SERVED AND UNREPRESENTED)

THIS WP IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA PRAYING TO A. SET ASIDE THE ORDER DATED 14.01.2026 PASSED ON I.A NO. II FILED UNDER SECTION 151 OF THE CPC PASSED IN O.S NO. 5620/2024 ON THE FILE OF THE XX ADDL. CITY CIVIL AND SESSIONS JUDGE, BANGALORE (CCH-32) (ANNEXURE-H) AND ETC,.

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

CORAM: HON'BLE MR. JUSTICE K. V. ARAVIND

ORAL ORDER

The present petition is filed impugning the order dated 14.01.2026 passed on I.A. No. II, whereby the application filed under Section 151 of the Code of Civil Procedure, 1908, seeking a direction to defendant No. 1 to remit one-fourth of the rental amount, quantified at Rs.44,430/-, along with arrears of rent amounting to Rs.15,13,164/- to the plaintiff-petitioner herein, came to be rejected.

2. Learned counsel appearing for the petitioner submits that the petitioner has instituted a suit seeking partition of the suit schedule property, claiming a 1/4th share therein, and for rendition of accounts and payment of 1/4th share of the rents collected from the said property. It is submitted that the suit schedule property was leased in favour of respondent No. 4 herein under a lease agreement dated 22.12.2022. The petitioner is also a party to the said agreement, wherein the

parties are collectively referred to as the owners, thereby recognising the petitioner's rights in the suit schedule property.

2.1 It is further submitted that the entire lease amount has been sought to be adjusted towards the respective shares. However, insofar as the petitioner's share of the rent is concerned, authorisation was issued to respondent No. 1 herein to collect the same. The petitioner is entitled to a share in the monthly rent as well as the arrears of rent. It is contended that, as the petitioner's share in the property is being denied, the suit has been instituted seeking partition and, since the suit schedule property generates income, the petitioner is entitled to a proportionate share therein.

2.2 It is further contended that the Trial Court, proceeding on the misconception that the petitioner's right to a share in the suit schedule property is yet to be determined, has erroneously rejected the application.

3. Per contra, learned counsel appearing for respondent No. 1 submits that the petitioner's right to a share in the suit schedule property is seriously disputed by defendant No. 2. It is

contended that, unless the petitioner's share in the suit schedule property is determined, the petitioner would not be entitled to any share in the rental income generated therefrom. It is further submitted that directing payment of the rental income to the petitioner would, in effect, amount to granting the substantive relief sought in the suit. In view of the above, learned counsel submits that the Trial Court was justified in rejecting the application.

4. Considered the submissions made by learned counsel for the parties and perused the writ papers.

5. The suit is one for partition, instituted by the petitioner claiming a 1/4th share in the suit schedule property, and for rendition of accounts in respect of the said property, which is under lease, and payment of 1/4th share of the rents collected therefrom. The suit was instituted in the year 2024. The parties to the suit have entered into a lease agreement with respondent No. 4. A bare perusal of the lease agreement indicates that the petitioner is also one of the lessors and that the lessors are collectively referred to as the owners. The terms of the lease agreement also specify the respective shares of the

lessors in the rental income, as evident from its recitals. The petitioner's share of the rent is also specified therein. However, the petitioner has authorised the rental share to be deposited into the account of respondent No. 1.

5.1 The very same property is the subject matter of the partition suit. Though the lease agreement refers to the petitioner as an owner, defendant No. 2, in the written statement, has disputed the petitioner's right to claim a share in the suit schedule property. However, it is pertinent to note that the petitioner's entitlement to a 1/4th share is recognised, and the claim is resisted only on the ground that the said share has been released in favour of defendant No. 2.

5.2 The recitals in the written statement do not specifically refer to any deed executed by the petitioner releasing his share in favour of defendant No. 2. No doubt, whether the petitioner has released his share in favour of defendant No. 2 is a matter for trial. However, as the outcome of the suit involves payment of money and settlement of accounts, the Hon'ble Supreme Court, in ***Periyammal (Dead Thr. Lrs.) and Others v. V. Rajamani and Another***, in Civil Appeal Nos. 3640–3642 of

2026 dated 06.03.2025, has held that, to ensure that the decrees passed by the Court do not remain merely on paper and that their execution is not unduly delayed, the Trial Court is empowered under Section 151 of the Code of Civil Procedure, 1908, to secure the possible outcome of the decree.

5.3. In the present case, two reliefs are sought in the suit: the first is partition of the suit schedule property, and the second is rendition of accounts and payment of the petitioner's share in the rental income. Apart from the claim made in the suit, the petitioner's entitlement to a 1/4th share in the rents is recognised under the undisputed contract entered into between the plaintiff and defendant Nos. 1 to 3. Even under the lease agreement, the petitioner is entitled to a 1/4th share in the rental income. However, the contention advanced by learned counsel for the respondents that a release deed has been executed in favour of defendant No. 2 and, consequently, the petitioner is not entitled to a share in the property or the rental income, is a matter to be adjudicated in the pending suit. The adjudication of the said issue would have a direct bearing on

the amount claimed by the petitioner. In the circumstances, this Court is inclined to interfere with the impugned order.

6. Accordingly, the following:

ORDER

i. Writ petition is ***allowed-in-part***.

ii. The impugned order dated 14.01.2026 is hereby set aside.

iii. The application in I.A.No.II filed under Section 151 of CPC is hereby allowed-in-part, directing deposit of 1/4th rent before the Trial Court.

iv. Insofar as the arrears of rent, it will be subject to outcome of the suit.

Learned counsel appearing for the petitioner submits that the petitioner is entitled to substantial arrears of rent amounting to Rs.15.13 lakhs and that adequate security is required to be furnished to secure the said amount.

Liberty is reserved to the petitioner to file an application seeking such relief. If any such application is filed, the Trial

Court shall consider the same in light of the principles laid down by the Hon'ble Supreme Court in ***Periyammal*** (supra).

SD/-
(K. V. ARAVIND)
JUDGE

DDU
List No.: 1 Sl No.: 3