HC-KAR

NC: 2026:KHC:61063
WP No. 33377 of 2026

CNR: KAHC010733042026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 3RD DAY OF NOVEMBER, 2026

BEFORE

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

WRIT PETITION NO. 33377 OF 2026 (GM-CPC)

BETWEEN:

1. MRS. DEEPA. B
   W/O LATE MR. G CHANDRASHEKAR,
   AGED ABOUT 58 YEARS,

2. MR. BHARATH CHANDRASHEKAR
   S/O LATE G. CHANDRASHEKAR,
   AGED ABOUT 35 YEARS

3. MS. BINDUSHREE C,
   WIFE OF MR. CHETAN S,
   DAUGHTER OF LATE MR. G. CHANDRASHEKAR
   AGED ABOUT 40 YEARS

   ALL THE ABOVE ARE
   RESIDING AT NO.538, 31ST MAIN,
   1ST CROSS, BANAGIRINAGAR
   BANASHANKARI III STAGE
   BENGALURU - 560 085.

...PETITIONERS

(BY SRI. RAJESWARA P.N, ADVOCATE)

AND:

1. ABHISHEK PACHASIA
   SON OF BIRENDRA PACLIISLA,

Digitally signed by VIJAYA P
Location: High Court of Karnataka

AGED ABOUT 46 YEARS,
FLAT NO. 8, SRI SAL ORCHID,
NO.49, 4TH BLOCK, 4TH CROSS ROAD,
MLA LAYOUT, BANGALORE - 560 094.

NOW ALSO RESIDING AT
NO. 30, RABBIT BURROW
SUTTON-IN-ASH FIELD, NG17 3PB
UNITED KINGDOM,
HIS REPRESENTED BY GPA HOLDER
VIKAS PACHISIA.

2. BHARAT AND BHARATH
PROPERTIES AND ORS
REGISTERED PARTNERSHIP FIRM,
REGISTERED OFFICE AT NO.17
4TH FLOOR, SHAH SULTAN
ALI ASKER ROAD, BENGALURU - 560 052.

3. MR. BHARAT K. BHANDARI
S/O. U.C. BHANDARI,
AGED ABOUT 47 YEARS,

4. MR. GAURAV K. BHANDARI
S/O. U.C. BHANDARI,
AGED ABOUT 45 YEARS,

5. ASHU BHANDARI
WIFE OF MR. U.C. BHANDARI,
AGED ABOUT 73 YEARS

RESPONDENTS 3 TO 5
RESIDING AT NO.266,
15TH MAIN ROAD,

5TH CROSS, RMV EXTENSION,
BANGALORE - 560 080.

6. NAMBIAR BUILDERS PVT. LTD.
2ND FLOOR, P.R. BUSINESS CENTRE,
ABOVE CROMA, ORR,
MARATHAHALLI, BENGALURU - 560 037
REPRESENTED BY ITS DIRECTOR
MR. RATHEESH NAMBIAR
R/U COMPANIES ACT, 1956.

…RESPONDENTS

(BY SRI. MURALI A., ADVOCATE FOR C/R1(VC))

THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE ORDER DATED 28.09.2026 IN PASSED BY THE HON'BLE VI ADDITIONAL CITY CIVIL AND EX. P. 1308/2026 ON IA.NO.5 AND 6 (ANNEXURE-A). SESSIONS JUDGE (CCH-11), AT BENGALURU 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 petitioner has filed the present writ petition challenging the order dated 28.09.2026 passed by the VI Additional City Civil and Sessions Judge, Bengaluru, in Ex.P. No. 1308/2026, on I.A. Nos. 5 and 6, whereby the application filed under Section 47 of the Code of Civil Procedure, 1908, and

the application filed under Section 151 of the CPC read with section 36 of the Arbitration and Conciliation Act, 1996, came to be rejected.

2. Learned counsel appearing for the petitioner submits that arbitral proceedings were initiated, culminating in the passing of an arbitral award dated 16.10.2024. Pursuant to the said award, execution proceedings in Ex.P. No. 1308/2026 were instituted, in which the impugned orders came to be passed.

2.1 Learned counsel submits that the petitioner has a statutory remedy under Section 34 of the Arbitration and Conciliation Act, 1996 (for short 'the Act'), for setting aside the arbitral award. It is contended that the period of limitation prescribed for filing an application under Section 34 of the Act commences only from the date on which the signed copy of the arbitral award is received by the party.

2.2 It is further submitted that, to date, the signed copy of the arbitral award has neither been communicated nor furnished to the petitioner, thereby preventing the petitioner from exercising the statutory remedy available under Section

34 of the Act. Learned counsel contends that, unless the period prescribed for challenging the arbitral award under Section 34 of the Act expires, the award cannot be enforced in view of Section 36 of the Act.

2.3 Learned counsel further submits that the Arbitration Centre has withheld the signed copy of the arbitral award on the ground of non-payment of costs. In this regard, it is submitted that Section 38(2) of the Act provides for the parties to deposit costs in equal shares, while the proviso thereto permits either party to deposit the entire amount. It is contended that, in the present case, the decree-holder has deposited the entire amount towards costs and, therefore, the insistence by the Arbitration Centre on further payment of costs is unjustifiable. Aggrieved by the action of the Arbitration Centre, the petitioner has preferred W.P. No. 13784/2025, which is pending consideration before this Court.

2.4 Learned counsel reiterates that the period of limitation for invoking Section 34 of the Act commences only upon communication or furnishing of the signed copy of the arbitral

award. Until then, the statutory bar under Section 36 of the Act against enforcement of the award would continue to operate.

2.5 It is further contended that the ex parte orders directing the tenants to deposit rents would, in effect, result in enforcement of the arbitral award even before the petitioner is afforded an opportunity to exercise the statutory remedy available under Section 34 of the Act.

2.6 In support of the aforesaid submissions, learned counsel reiterates the reliance placed on the judgments referred to in the impugned order, including the decisions of the Hon'ble Supreme Court in ***Union of India v. Tecco Trichy Engineers & Contractors***, reported in ***(2005) 4 SCC 239***, and ***Dakshin Haryana Bijli Vitran Nigam Limited v. Navigant Technologies Private Limited***, reported in ***(2021) 7 SCC 657***. Reliance is also placed on ***Vindhya Telelinks Ltd. v. Bharat Sanchar Nigam Ltd. & Another***, reported in ***2003 (68) DRJ 50***, and ***Kristal Vision Projects Private Limited v. Union of India***, reported in ***2025 SCC OnLine Del 3738***.

3. *Per contra*, learned counsel appearing for caveator-respondent No. 1 submits that, in the absence of the petitioner having availed the statutory remedy available under Section 34 of the Act, the direction to the tenants to deposit the rents constitutes an equitable arrangement.

3.1 It is further submitted that the direction to deposit the rents adequately balances the interests of both parties and, therefore, the impugned orders do not warrant interference by this Court.

4. Heard the learned counsel for the parties and perused the material on record.

5. The passing of the arbitral award and the subsequent communication issued by the Arbitration Centre calling upon the petitioner to pay the outstanding costs are not in dispute. The amounts payable towards such costs have also been quantified.

6. It is evident from the material on record that the petitioner has submitted a representation to the Arbitration Centre disputing its liability to pay the costs demanded. The

Arbitration Centre has replied to the said representation, reiterating the requirement of payment of the amount demanded and indicating that the signed copy of the award would be furnished thereafter. The said action is the subject matter of W.P. No. 13784/2025, which is pending consideration before this Court.

7. The arbitral award sought to be executed is dated 16.10.2024. There is no dispute as to the legal position that the period of limitation prescribed under Section 34(3) of the Act commences from the date on which the signed copy of the arbitral award is received by the party, in accordance with the provisions of the Act.

8. However, the facts of the present case stand on a somewhat different footing. The arbitral award has already been passed, and the petitioner has been called upon to pay the costs of the Arbitrator and the Arbitration Centre. The petitioner has disputed its liability to pay such costs and has questioned the demand made by the Arbitration Centre.

9. There can be no doubt that, if the costs demanded are unreasonable or are otherwise not payable by the petitioner, the same can be questioned in appropriate proceedings. However, the question that arises for consideration is whether, in such circumstances, the commencement of limitation and the enforceability of the arbitral award can be indefinitely postponed at the instance of the judgment-debtor, thereby avoiding the liability arising under the award.

10. The petitioner was not without a remedy in this regard. Even while pursuing the challenge to the demand made by the Arbitration Centre, including in the pending writ petition, the petitioner could have deposited the costs demanded under protest and subject to the outcome of the pending proceedings, and thereafter pursued the statutory remedy available under Section 34 of the Act. The petitioner has not adopted such a course.

11. The petitioner cannot be permitted to rely upon the non-communication of the signed copy of the award without taking appropriate steps to secure the same, particularly when such non-communication is attributed to non-compliance with the

demand for payment of costs, which itself is the subject matter of a dispute.

12. Moreover, if an application under Section 34 of the Act is filed challenging the arbitral award, the petitioner would be at liberty to seek appropriate interim protection against its enforcement. The jurisdictional Court, while considering such a request, may impose appropriate conditions, including deposit of the amount awarded, depending upon the facts and circumstances of the case.

13. In such an eventuality, the amount already deposited by the tenants before the Execution Court may be sought to be adjusted towards compliance with the conditions, if any, imposed by the Court exercising jurisdiction under Section 34 of the Act.

14. The issue, therefore, is not merely one of inconvenience or prejudice to the judgment-debtor. The interests of the decree-holder are also required to be duly protected and balanced by the Court.

15. In matters involving monetary decrees or awards, Courts ordinarily adopt an equitable approach by imposing appropriate conditions while granting interim protection. Viewed in that context, the direction issued by the Execution Court requiring the tenants to deposit the rents is intended to balance the interests of both parties.

16. If such a course is not adopted, the decree-holder would be left without any effective protection and would be compelled to await the judgment-debtor's decision to comply with the conditions imposed by the Arbitration Centre. Such a situation would effectively place the decree-holder at the mercy of the judgment-debtor, who could indefinitely postpone the enforcement of the award by not complying with the demand for costs.

17. If such an interpretation is accepted, it would virtually permit the judgment-debtor to determine the commencement of the period of limitation and the accrual of the right to enforce the award under Section 36 of the Act. Such an interpretation cannot be said to be consistent with the object of the statutory scheme.

18. It is true that the limitation prescribed under Section 34(3) of the Act commences from the date of receipt of the signed copy of the arbitral award and that the award becomes enforceable in accordance with Section 36 of the Act upon expiry of the statutory period for making an application under Section 34, subject to the other requirements of the said provision. However, where the signed copy of the award is not furnished on account of the judgment-debtor's failure to comply with the demand for payment of costs, the judgment-debtor cannot be permitted to indefinitely postpone the enforcement of the award on that ground alone.

19. This Court is, therefore, of the considered view that the direction issued by the Execution Court requiring the tenants to deposit the rents cannot be faulted with. The said direction is essentially an equitable arrangement intended to preserve the interests of both parties pending the petitioner's availing itself of the statutory remedy available under the Act.

20. It is, however, clarified that, in the event the petitioner institutes proceedings under Section 34 of the Act and the jurisdictional Court imposes any condition requiring deposit of

the amount, the petitioner shall be at liberty to seek adjustment of the amount already deposited before the Execution Court towards compliance with such condition. The question of such adjustment shall be considered by the jurisdictional Court in accordance with law.

21. In view of the foregoing observations, this Court does not find any error or infirmity in the impugned orders warranting interference in exercise of its writ jurisdiction.

22. Accordingly, the writ petition stands ***disposed of***.

SD/-
(K. V. ARAVIND)
JUDGE

VN
List No.: 2 Sl No.: 18