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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ CS(COMM) 177/2026, I.A. 5022/2026, I.A. 5023/2026, I.A. 5024/2026, I.A. 5026/2026, I.A. 5027/2026

VARDHMAN TRUSTEESHIP PVT LTD .....Plaintiff

Through: Mr. Yashvardhan, Mr. Devesh Mohan, Mr. Gyanendra Shukla, Mr. Pranav Das, Advs.

versus

SMT JYOTSANA DUBEY & ANR. .....Defendants

Through: Mr. Ankit Jain, Senior Advocate with Mr. Mihir Gujjewar, Mr. Parth Gautam, and Ms. Divyanshu Rathi, Advocates for D-1.
Mr. Abhinav Garg, Mr. Deepanshu Latka, Ms. Mahima Ahuja, Advocates for D-2.

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **24.02.2026**

I.A. 5025/2026

1. This application under Section 12A of the Commercial Courts Act, 2015 **[“CC Act”]** has been filed on behalf of the Plaintiff seeking exemption from undergoing pre-institution mediation proceedings.

2. Shorn of unnecessary details, facts leading to the filing of the present Plaint are as under:

a) The Plaintiff is a company incorporated under the Companies Act, 1956. The Plaintiff is engaged in the business of providing trusteeship services such as Debenture Trusteeship, Security Trusteeship, Share Pledge Trusteeship, Escrow Agency, Safe Keeping Agent, Securitization Trustee, Alternative Investment Fund and Facility Agent etc to its customers.

b) Defendant No.1 is the owner of entire ground floor portion, admeasuring 241.66 sq. yards, consisting of three bedrooms along with three bathrooms, one drawing-cum-dining room, family lounge, one kitchen, front and back courtyard along with 25% freehold right in the land underneath the Property Bearing No.56, Block E, E.P. Railway Refugees Rehabilitation House Building Cooperative Society Ltd., presently known as Greater Kailash Enclave-II, New Delhi **[“Subject Property”]** which has been mortgaged by Defendant No.1 by deposit of title deeds in favour of the Plaintiff.

c) Defendant No.2 is a company registered under the Companies Act, 1956, engaged in the business of providing technology solutions in the information and communication technology space such as deploying secure Enterprise Networks, Data Centre Builds, Audio-Video Integration Solutions, Command and Control Centres etc. that consolidates, integrates and enables management of information for mission critical applications.

d) It is stated that Defendant No.2 had borrowed money by issuing debentures and the Plaintiff had given a loan to Defendant No.2. Defendant No.1’s property has been used as security for this borrowing.

e) Material on record indicates that the Subject Property was first allotted to one Smt. Shakuntla Bhasin by executing a Perpetual Sub-

Lease. It is stated that after the demise of Smt. Shakuntla Bhasin, the Subject Property devolved upon her three sons, namely, Vijay Bhasin, Avinash Bhasin and Sanjeev Bhasin and after devolution, the Subject Property was mutated in their name. It is stated that subsequently, the aforesaid lease was converted from leasehold into freehold vide a Conveyance Deed dated 06.09.2006 executed by Delhi Development Authority. It is stated that, thereafter, the Subject Property was sold to Defendant No.1 herein for a total sale consideration of Rs.45,00,000/-. A meeting of Board of Directors of Defendant No. 2 was held on 12.10.2023 wherein it was resolved that financial assistance to the tune of Rs. 50,00,00,000/- is required by way of Debenture Trust Deed and Private Placement Offer cum Application Letter. It is stated that on 23.10.2023, a Debenture Trustee Appointment Agreement dated 23.10.2023 **[“Agreement No.1”]** was executed between the Plaintiff and Defendant No.2 for appointment of the Plaintiff as the Debenture Trustee. In accordance with Agreement No.1, Defendant No.2 issued 5000 unlisted, senior, secured, redeemable, taxable, transferable, non-convertible debentures having a face value of Rs.1,00,000/- each. These debentures were subscribed to by one Vivriti Asset Management Pvt. Ltd. **[“Debenture Holders”].** On 23.10.2023, the following documents were executed:

i. Debenture Trustee Appointment Agreement: Appointed the Plaintiff as the Debenture Trustee;
ii. Private Placement Cum Application Letter (PPOAL-1): Outlined the terms for the private placement of the debentures;
iii. Deed of Hypothecation: Created a charge over specific

hypothecated properties;

iv. Irrevocable Power of Attorney: Executed by Defendant No. 2 in favour of the Plaintiff to effectuate the security interest under the Deed of Hypothecation;

v. Share Pledge Agreement: Executed by Mr. Krishan Kumar Girdhar and Mr. Sandeep Arya, pledging 1,30,000 and 1,20,000 shares respectively;

vi. Irrevocable Power of Attorney (Share Pledge): Executed by Mr. Girdhar and Mr. Sandeep Arya to enable the Plaintiff to exercise rights under the Share Pledge Agreement;

vii. Non-Disposal Undertaking: An agreement by Mr. Krishan Kumar Girdhar and Mr. Sandeep Arya not to transfer their shares until the final settlement date;

viii. Demand Promissory Note: A formal promise by Defendant No. 2 to repay the Rs. 50,00,00,000 plus interest;

ix. Letter of Continuity: Established the Demand Promissory Note as a continuing security;

x. Deed of Personal Guarantee: An unconditional and irrevocable joint and several guarantee provided by Mr. Krishan Kumar Girdhar and Mr. Sandeep Arya;

xi. Additional Security Letter dated March 28, 2025: Sent by Defendant No. 2 undertaking to create a first-ranking mortgage on the Subject Property.

f) Subsequently, on 01.10.2024, the Board of Directors of Defendant No.2 resolved that a further financial assistance of Rs.27 crores is required. In pursuance of the same another Debenture Trust Deed dated 10.10.2024 **["Agreement No.2"]** and Private Placement-Cum-Application Letter dated 10.10.2024 were executed between Plaintiff and Defendant No.2 whereunder 2700 unlisted, senior, secured, redeemable, taxable, transferable, non-convertible debentures having a face value of Rs.1,00,000/- each were issued to Debenture Holders. On 10.10.2024, the following documents were executed:

i. Debenture Trustee Appointment Agreement: Re-confirming the Plaintiff's role for the new issue;

ii. Private Placement Cum Application Letter (PPOAL-2): For the issuance of 2,700 additional debentures;

iii. Deed of Hypothecation: Specifically for the DTD-2 securities;

iv. Irrevocable Power of Attorney: Executed by Defendant No. 2 for the Agreement No.2 security interests;

v. Amended and Reinstated Share Pledge Agreement: Pledged additional shares (1,10,000 from Mr. Krishan Kumar Girdhar and 1,30,000 from Mr. Sandeep Arya);

vi. Amended and Reinstated Non-Disposal Undertaking: Extended the non-transfer agreement for the new pledged shares;

vii. Demand Promissory Note and Letter of Continuity: Formal repayment promise for the additional Rs. 27,00,00,000;

viii. Deed of Personal Guarantee: New guarantee from Mr. Krishan Kumar Girdhar and Mr. Sandeep Arya for the Agreement No.2 obligations;

g) It is stated that the fair market value of the Subject Property was calculated at Rs. 3,91,44,000/-. It is stated that there were breaches in respect of Agreement Nos.1 & 2 and the same was communicated to

Defendant No. 2, Mr. Krishan Kumar Girdhar and Mr. Sandeep Arya vide Event of Default Notice dated 04.10.2025 sent by the Debenture Holders. According to the Plaintiff, another Event of Default Notice dated 07.10.2025 was sent by the Plaintiff to the Defendant Nos.2, Mr. Krishan Kumar Girdhar and Mr. Sandeep Arya, indicating the breaches in respect of Agreement Nos.1 & 2 and calling upon Defendant No.2 to pay an amount of Rs.22,07,59,584/- and Rs. 18,87,09,605/- respectively within 15 days. It is stated that personal guarantee was also invoked against all the guarantors calling upon them to pay the monies. According to the Plaintiff an email was received on 17.01.2026 by Defendant No.2 seeking time to resolve the issue, while unequivocally admitting the liability of the Defendant No. 2. Thereafter, the present Plaint has been filed by the Plaintiff with the following prayers:

> *"a. Grant a usual preliminary mortgage decree of the Subject Property in favour of the Plaintiff and against the Defendant No.1 for the recovery of Rs. 3,91,44,000/- (Rupees Three Crores Ninety One Lakh and Forty Four Thousand Only) or such other amount as may be determined upon valuation of the Subject Property;*
>
> *b. Upon grant of usual preliminary decree in terms of Prayer (a) above, pass a final decree thereafter in favour of the Plaintiff and against the Defendant No.1 for sale of the mortgaged Subject Property;*
>
> *c. Grant a decree in favour of the Plaintiff and against the Defendant No. 1 declaring that the Defendant No. 1 shall be permanently barred*

from exercising her right to redeem the Subject Property;

d. Grant an order in favour of the Plaintiff and against the Defendant(s) awarding costs of the present suit;

e. Any other relief that this Hon'ble Court deems just and proper may also be awarded to the plaintiffs."

3. Along with the Plaint, the Plaintiff has also filed the present application being I.A. 5025/2026 seeking exemption from undergoing pre-institution mediation proceedings. The entire application is being reproduced as under:

> *"1. That the Plaintiff has filed the accompanying suit against the Defendants inter alia seeking declaration of mortgage decree, recovery of money, sale of the mortgaged property and permanent injunction. The contents of the accompanying suit may kindly be read as a part and parcel of the present application and the same is not being repeated herein for the sake of brevity.*
>
> *2. That the Plaintiff and Defendants have been trying to resolve the present dispute and have already exchanged detailed communications with regards to the same, despite which the Defendants continue to deprive the Plaintiff of their rightful claim to the admitted outstanding default amount in an illegal, unlawful, improper manner and without any reasons or justification. Such nefarious designs and act of not paying the admitted outstanding amount clearly show that there is no intention of Defendants to resolve the present dispute and the scope of mediation in the present matter does not exist. The Plaintiff is praying*

for urgent reliefs from this Hon'ble Court which is imperative to stop the illegal acts of the Defendants.

3. That the language of Section 12A of the Commercial Courts Act, 2015 ("Commercial Courts Act") clearly states that the requirement of institution of Pre-Institution Mediation Proceedings is mandatory in case a suit "does not contemplate any urgent interim relief". Since the Plaintiff, in the present suit, has filed an application under Order XXXIX Rule 1 and 2 of the Code of Civil Procedure 1908 seeking urgent ad interim / interim reliefs, Pre-Institution Mediation proceedings are not required to be undertaken, and the present proceedings can be taken up by this Hon'ble Court. Therefore, as per the language of the Section-12A of the Commercial Courts Act, the Pre Institution Mediation proceedings under Section 12A of the Commercial Courts Act, is not required to be undertaken and the present proceedings can be taken up by this Hon'ble Court.

4. That the Plaintiff has a very good prima facie case and will suffer irreparable loss and injury in case the prayer of the Plaintiff is not granted.

5. That the instant application is being made bona fide and in the interest of justice.

4. The Plaintiff has also filed an application being I.A. 5022/2026 under Order XXXIX Rules 1 & 2 of CPC with the following prayers:

"a. Pass an ex-parte ad interim order for interim injunction restraining the Defendants, including their directors, partners, subsidiaries, affiliates, officers, employees, servants, agents, representative, dealers and anyone acting for and on their behalf from alienating, creating third party rights and interest and creating any third party encumbrance of whatsoever

nature in the Subject Property during the pendency of the suit;

b. Alternatively, appoint a receiver in order to protect the Plaintiff's interest in the Subject Property and to ensure that the right of the Plaintiff in the Subject Property, including but not limited to the sale of Subject Property, guaranteed to it under law are duly protected during the pendency of the suit;

c. Pass such other and further orders as this Hon'ble Court may deem fit in the facts of the case and in the interest of justice."

5. The short question which arises for consideration before this Court is whether the Plaintiff must be exempted from undergoing pre-institution mediation proceedings or not.

6. Learned Counsel appearing for the Plaintiff states that urgent injunction is required as the Defendants would create third party interest on the Subject Property. He places reliance upon a judgment passed by the Apex Court in <u>Novenco Building & Industry v. Xero Energy Engineering Solutions (P) Ltd.</u>, **2025 SCC OnLine SC 2278** and more particularly Paragraph Nos.21 to 25 of the said Judgment which read as under:

> ***"21.*** *Thus, the question whether a suit 'contemplates any urgent interim relief' needs to be examined on the touchstone of the aforementioned criteria. The issue which arises for consideration in this appeal is whether a suit alleging continuing infringement of patent and design rights, accompanied by a prayer for interim injunction, can be said to contemplate urgent relief within the meaning of Section 12A of the Act, notwithstanding certain delay in its institution.*

22. The subject matter of the present action is continuing infringement of intellectual property. Each act of manufacture, sale, or offer for sale of the infringing product constitutes a fresh wrong and recurring cause of action. It is well settled in law that mere delay in bringing an action does not legalise an infringement and the same cannot defeat the right of the proprietor to seek injunctive relief against the dishonest user[5]. The appellant has pleaded that Xero Energy, its former distributor, has dishonestly appropriated its proprietary designs and patents to manufacture and market identical fans under deceptively similar name. The accompanying material demonstrates that such infringing activity is continuing and causing immediate and irreparable harm to the appellant's business reputation, goodwill and proprietary rights.

23. From the standpoint of the appellant, each day of continuing infringement aggravates injury to its intellectual property and erodes its market standing. The urgency, therefore, is inherent in the nature of the wrong and does not lie in the age of the cause but in the persistence of the peril. The court cannot be unmindful of the fact that intellectual property disputes are not confined to the private realm. When imitation masquerades as innovation, it sows confusion among consumers, taints the market place and diminishes faith in the sanctity of the trade. The public interest, therefore, becomes the moral axis upon which the urgency turns. Therefore, the public interest element, need to prevent confusion in the market and to protect consumers from deception further imparts a colour of immediacy to the reliefs sought.

24. The appellant's prayer for injunction cannot be characterised as mere camouflage to evade mediation. It is a real grievance founded on the continuing nature of infringement and irreparable prejudice likely to be *caused by the delay. The court must look beyond time lag and evaluate the substance of the plea for interim protection. The insistence of pre-institution mediation in a situation of ongoing infringement, in effect, would render the plaintiff remediless allowing the infringer to continue to profit under the protection of procedural formality. Section 12A of the Act was not intended to achieve such kind of anomalous result.*

25. *The learned Single Judge as well as the Division Bench of the High Court erred in construing the test for urgent relief enumerated in Section 12A of the Act, in as much as the courts have proceeded to examine the entitlement of the appellant to urgent relief based on the merits of the case rather than looking at the urgency as is evident from the plaint and the documents annexed thereto from the standpoint of the plaintiff. The High Court has proceeded on the premise that lapse of time between the appellant's discovery of infringement and filing of suit negated the element of urgency. Such an approach, in our considered view, is contrary to the principles laid down by the decisions of this Court. The High Court has also failed to take into account that the present action is one of the continuous infringement of intellectual property."*

7. A perusal of the aforesaid paragraphs indicates that exemption under Section 12A of CC Act must be granted when the Suit contemplates urgent interim reliefs. In that case, the Apex Court dealt with a case of continuing infringement of intellectual property and the Apex Court was of the opinion that each act of manufacture, sale, or offer for sale of the infringing product constitutes a fresh wrong and recurring cause of action which would warrant urgent reliefs and therefore, exemption under Section 12A of CC Act was granted.

8. Similarly, the learned Counsel for the Plaintiff also places reliance upon on a judgment passed by a Division Bench of this Court in Chandra Kishore Chaurasia v. R A Perfumery Works (P) Ltd., **2022 SCC OnLine Del 3529** wherein this Court has observed as under:

> *"**31.** First of all, there is no provision under Section 12A of the Commercial Courts Act, 2015 that requires the plaintiff to make any such application in a suit which involves urgent interim reliefs. As stated above, if the suit involves urgent interim relief, Section 12A of the Commercial Courts Act, 2015 is inapplicable and it is not necessary for the plaintiff to enter into a pre-institution mediation.*
>
> ***32.** Second, a suit, which does not contemplate urgent interim relief, cannot be instituted without exhaustion of pre-institution mediation, as required under Section 12A(1) of the Commercial Courts Act, 2015. As noted above, the Supreme Court has held that the said provision is mandatory and it is compulsory for a plaintiff to exhaust the remedy of pre-institution mediation, in accordance with the rules before instituting a suit. The Court has no discretion to exempt a plaintiff from the applicability of Section 12A(1) of the Commercial Courts Act, 2015. It is not permissible for the court to pass an order contrary to law; therefore, an application seeking exemption from engaging in pre-institution mediation, in a suit that does not involve urgent interim reliefs, would not lie.*
>
> ***33.** This Court also finds it difficult to accept that a commercial court is required to determine whether the urgent interim reliefs ought to have been claimed in a suit for determining whether the same is hit by the bar of Section 12A(1) of the Commercial Courts Act, 2015. The question whether a plaintiff desires any urgent relief is to be decided solely by the plaintiff while instituting a suit. The court may or may not accede to*

such a request for an urgent interim relief. But that it not relevant to determine whether the plaintiff was required to exhaust the remedy of pre-institution mediation. The question whether a suit involves any urgent interim relief is not contingent on whether the court accedes to the plaintiff's request for interim relief.

***34.** The use of the words "contemplate any urgent interim relief" as used in Section 12(1) of the Commercial Courts Act, 2015 are used to qualify the category of a suit. This is determined solely on the frame of the plaint and the relief sought. The plaintiff is the sole determinant of the pleadings in the suit and the relief sought.*

***35.** This Court is of the view that the question whether a suit involves any urgent interim relief is to be determined solely on the basis of the pleadings and the relief(s) sought by the plaintiff. If a plaintiff seeks any urgent interim relief, the suit cannot be dismissed on the ground that the plaintiff has not exhausted the pre-institution remedy of mediation as contemplated under Section 12A(1) of the Commercial Courts Act, 2015."*

9. In the opinion of this Court, the facts of the present case are distinguishable from those involved in the judgments relied upon by the learned Counsel for the Plaintiff.

10. The Apex Court in <u>Yamini Manohar v. T.K.D. Keerthi</u>, **(2024) 5 SCC 815**, while considering an application under Section 12A of the CC Act, has observed as under:

"5. *Section 12-A of the CC Act does not contemplate leave of the court, as is clear from the language and words used therein. Nor does the* *provision necessarily require an application seeking exemption. An application seeking waiver on account of urgent interim relief setting out grounds and reasons may allay a challenge and assist the court,* ***but in the absence of any statutory mandate or rules made by the Central Government, an application per se is not a condition under Section 12-A of the CC Act; pleadings on record and oral submissions would be sufficient.***

6. *The words used in Section 12-A of the CC Act are — "A suit which does not contemplate any urgent interim relief", wherein the word "contemplate" connotes to deliberate and consider. Further, the legal position that the plaint can be rejected and not entertained reflects application of mind by the court viz. the requirement of "urgent interim relief".*

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10. *We are of the opinion that when a plaint is filed under the CC Act, with a prayer for an urgent interim relief, the commercial court should examine the nature and the subject-matter of the suit, the cause of action, and the prayer for interim relief.* ***The prayer for urgent interim relief should not be a disguise or mask to wriggle out of and get over Section 12-A of the CC Act.*** *The facts and circumstances of the case have to be considered holistically from the standpoint of the plaintiff. Non-grant of interim relief at the ad interim stage, when the plaint is taken up for registration/admission and examination, will not justify dismissal of the commercial suit under Order 7 Rule 11 of the Code; at times, interim relief is granted after issuance of notice. Nor can the suit be dismissed under Order 7 Rule 11 of the Code, because the interim relief, post the arguments, is denied on merits and on examination of the three principles, namely : (i) prima* *facie case, (ii) irreparable harm and injury, and (iii) balance of convenience. The fact that the court issued notice and/or granted interim stay may indicate that the court is inclined to entertain the plaint.*

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12. The words "contemplate any urgent interim relief" in Section 12-A(1) of the CC Act, with reference to the suit, should be read as conferring power on the court to be satisfied. They suggest that the suit must "contemplate", which means the plaint, documents and facts should show and indicate the need for an urgent interim relief. This is the precise and limited exercise that the commercial courts will undertake, the contours of which have been explained in the earlier paragraph(s). This will be sufficient to keep in check and ensure that the legislative object/intent behind the enactment of Section 12-A of the CC Act is not defeated."

(emphasis supplied)

11. It is pertinent to mention that the Apex Court in Patil Automation (P) Ltd. v. Rakheja Engineers (P) Ltd., **(2022) 10 SCC 1** has discussed the mandatory nature of Section 12A of the CC Act. Relevant portion of the said judgment reads as under:

"***99.1.*** *The Act did not originally contain Section 12-A. It is by amendment in the year 2018 that Section 12-A was inserted. The Statement of Objects and Reasons are explicit that Section 12-A was contemplated as compulsory. The object of the Act and the Amending Act of 2018, unerringly point to at least partly foisting compulsory mediation on a plaintiff who does not contemplate urgent interim relief. The provision has been contemplated only with reference to* *plaintiffs who do not contemplate urgent interim relief. The legislature has taken care to expressly exclude the period undergone during mediation for reckoning limitation under the Limitation Act, 1963. The object is clear.*

99.2. *It is an undeniable reality that courts in India are reeling under an extraordinary docket explosion. Mediation, as an alternative dispute mechanism, has been identified as a workable solution in commercial matters. In other words, the cases under the Act lend themselves to be resolved through mediation. Nobody has an absolute right to file a civil suit. A civil suit can be barred absolutely or the bar may operate unless certain conditions are fulfilled. Cases in point, which amply illustrate this principle, are Section 80CPC and Section 69 of the Partnership Act.*

99.3. *The language used in Section 12-A, which includes the word "shall", certainly, goes a long way to assist the Court to hold that the provision is mandatory. The entire procedure for carrying out the mediation, has been spelt out in the Rules. The parties are free to engage counsel during mediation. The expenses, as far as the fee payable to the mediator, is concerned, is limited to a one-time fee, which appears to be reasonable, particularly, having regard to the fact that it is to be shared equally. A trained mediator can work wonders.*

99.4. *Mediation must be perceived as a new mechanism of access to justice. We have already highlighted its benefits. Any reluctance on the part of the Court to give Section 12-A, a mandatory interpretation, would result in defeating the object and intention of Parliament. The fact that the mediation can become a non-starter, cannot be a reason to hold the provision not mandatory. Apparently, the value* *judgment of the lawgiver is to give the provision, a modicum of voluntariness for the defendant, whereas, the plaintiff, who approaches the court, must, necessarily, resort to it. Section 12-A elevates the settlement under the Act and the Rules to an award within the meaning of Section 30(4) of the Arbitration Act, giving it meaningful enforceability. The period spent in mediation is excluded for the purpose of limitation. The Act confers power to order costs based on conduct of the parties.*

100. *In the cases before us, the suits do not contemplate urgent interim relief. As to what should happen in suits which do contemplate urgent interim relief or rather the meaning of the word "contemplate" or urgent interim relief, we need not dwell upon it. The other aspect raised about the word "contemplate" is that there can be attempts to bypass the statutory mediation under Section 12-A by contending that the plaintiff is contemplating urgent interim relief, which in reality, it is found to be without any basis. Section 80(2)CPC permits the suit to be filed where urgent interim relief is sought by seeking the leave of the court. The proviso to Section 80(2) contemplates that the court shall, if, after hearing the parties, is satisfied that no urgent or immediate relief need be granted in the suit, return the plaint for presentation to the court after compliance. Our attention is drawn to the fact that Section 12-A does not contemplate such a procedure. This is a matter which may engage attention of the lawmaker. Again, we reiterate that these are not issues which arise for our consideration. In the fact of the cases admittedly there is no urgent interim relief contemplated in the plaints in question.*

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> ***104.*** *On the findings we have entered, the impugned orders must be set aside and the applications under Order 7 Rule 11 allowed. This would mean that the plaints must be rejected. Necessarily, this would involve the loss of the court fee paid by the plaintiffs in these cases. They would have to bring a fresh suit, no doubt after complying with Section 12-A, as permitted under Order 7 Rule 13. Moreover, the declaration of law by this Court would relate back to the date of the Amending Act of 2018."*

12. The aforesaid judgment - Patil Automation (P) Ltd. (supra) has been approved and quoted by the Apex Court in Dhanbad Fuels (P) Ltd. v. Union of India, **2025 SCC OnLine SC 1129** wherein the Apex Court has observed as under:

> ***"62.*** *While giving prospectivity to its finding on the mandatory nature of Section 12-A and the consequence of rejection of plaint in cases of non-compliance, the Court also observed that the prospective declaration would not save the situation in certain categories of cases which we have discussed in para 55 above. However, it is not the case of the appellant that the case at hand falls within the ambit of any of the exceptions laid down in Patil Automation [Patil Automation (P) Ltd. v. Rakheja Engineers (P) Ltd., (2022) 10 SCC 1 : (2023) 1 SCC (Civ) 545] ."*

13. Applying the aforesaid law to the facts of the present case, the application filed under Section 12A of the CC Act does not disclose any urgent reliefs other than a bald/vague averment that third party rights would be created on the subject property which already stands mortgaged. Similarly, in the application filed under Order XXXIX Rules 1 & 2 of CPC, the only relief that has been sought for is that third party rights would be

created on the Subject Property. In the opinion of this Court, this does not constitute an urgency of such a nature which would persuade this Court from granting exemption under Section 12A of the CC Act, more particularly, when the Subject Property already stands mortgaged by the Defendant No.1 in favour of the Plaintiff. Thus, the plaint does not contemplate any urgent interim relief.

14. In view of the above, the Plaint is returned, along with all the pending applications, with the liberty to the Plaintiff to first resort to pre-institution mediation proceedings and then approach this Court by filing a Plaint.

15. The Application is disposed of.

SUBRAMONIUM PRASAD, J

FEBRUARY 24, 2026
S. Zakir