



NC: 2026:KHC:33039
WP No. 10643 of 2026
C/W WP No. 9816 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 2ND DAY OF JULY, 2026

BEFORE

THE HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

WRIT PETITION NO. 10643 OF 2026 (GM-CPC)

C/W

WRIT PETITION NO. 9816 OF 2026 (GM-CPC)

IN WP No. 10643/2026

BETWEEN:

1. M/S AROGYA AAHAARA
A PARTNERSHIP FIRM SITUATED AT NO.58,
(NEW NO.3), 22ND MAIN, MARENAHALLI,
J.P.NAGAR 2ND PHASE, BENGALURU - 560 078.
PARTNERSHIP FIRM REPRESENTED BY ITS PARTNER
SRI. M. ANAND KUMAR,
S/O M JAGADISH RAO,
AGED ABOUT 71 YEARS.
2. SRI K.S.SURESH,
S/O KRISHNA
AGED ABOUT 50 YEARS,
RESIDING AT NO.70 (NEW NO.10),
FLAT NO.302, 21ST A MAIN MARENAHALLI,
J.P.NAGAR 2ND PHASE,
BENGALURU - 560 078.
3. M ANAND KUMAR
S/O SRI M JAGADISH RAO
AGED ABOUT 71 YEARS
PARTNER, M/S AROGYA AAHARA





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NO.58, (NEW NO.3), 22ND MAIN, MARENAHALLI,
J.P.NAGAR 2ND PHASE,
BENGALURU - 560 078.

4. SRI B.SIDDARAJU,
S/O SRI BASAVIAIAH
AGED 52 YEARS
RESIDING AT NO.27/1,
RAJAMMA GARDEN,
OPP. VIVEKANANDA COLLEGE
JARAGANAHALLI, J.P. NAGAR 6TH PHASE,
BENGALURU - 560 078.

...PETITIONERS

(BY SRI. NEERAJA KARANTH.,ADVOCATE)

AND:

1. SMT CHANDRALEKHA
W/O LATE D.V.JAGADISH,
AGED ABOUT 78 YEARS,
2. SRI.B.J.VEDAMURTHY
S/O SMT.CHANDRAKALA,
AGED ABOUT 60 YEARS,

...RESPONDENTS

(BY SRI. .,ADVOCATE)

THIS WP IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA PRAYING TO I) QUASH THE ORDER DATED 7/3/2026 PASSED IN I A NO. 22 FILED UNDER SEC. 15(2) OF THE COMMERCIAL COURTS ACT, 2015 IN O S NO. 1017/2019 C/W O S NO. 2713/2018 PASSED BY THE LEARNED I ADDL. CITY CIVIL AND SESSIONS JUDGE (CCH-02) AT BENGALURU, FILED AS ANNEXURE-A TO THE WRIT PETITION.



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IN WP NO. 9816/2026

BETWEEN:

1. M/S AROGYA AAHAARA
A PARTNERSHIP FIRM SITUATED AT NO.58,
(NEW NO.3), 22ND MAIN, MARENAHALLI,
J.P.NAGAR 2ND PHASE,
BENGALURU 560 078.
PARTNERSHIP FIRM REPRESENTED BY
SRI. M. ANAND KUMAR,
S/O M JAGADISH RAO,
AGED ABOUT 70 YEARS.
2. M ANAND KUMAR
S/O SRI M JAGADISH RAO
AGED ABOUT 73 YEARS
PARTNER, M/S AROGYA AAHARA
NO.58, (NEW NO.3), 22ND MAIN,
MARENAHALLI, J.P.NAGAR 2ND PHASE,
BENGALURU - 560 078.
3. SRI K.S.SURESH,
S/O KRISHNA
AGED ABOUT 54 YEARS,
RESIDING AT NO.70 (NEW NO.10),
FLAT NO.302, 21ST A MAIN ROAD,.
MARENAHALLI, J.P.NAGAR 2ND PHASE,
BENGALURU - 560 078.
4. SRI B.SIDDARAJU,
S/O SRI BASAVIAIAH
AGED 57 YEARS
RESIDING AT NO.27/1, RAJAMMA GARDEN,
OPP. VIVEKANANDACOLLLEGE
JARAGANAHALLI,



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J.P. NAGAR 6TH PHASE,
BENGALURU - 560 078.

...PETITIONERS

(BY SRI. NEERAJA KARANTH, ADVOCATE)

AND:

1. SMT CHANDRALEKHA
W/O LATED.V.JAGADISH,
AGED ABOUT 78 YEARS,
2. SRI B J VEDAMURTHY
S/O SMT. CHANDRAKALA
AGED ABOUT 60 YEARS

BOTH ARE RESIDING AT
NO. 477/21, LALITKUNJ,
40TH CROSS, 9TH MAIN,
5TH BLOCK, JAYANAGAR,
BENGALURU - 560 041

PRESENTLY RESIDING AT
NO. 113, A.V.PURA VILLAGE,
HESARAGHATTA HOBLI,
BENGALURU - 560 064.

...RESPONDENTS

(BY SRI. V.B. SHIVAKUMAR, ADVOCATE)

THIS WP IS FILED UNDER ARTICLE 227 OF THE
CONSTITUTION OF INDIA PRAYING TO QUASH THE ORDER
DATED 7/3/2026 PASSED IN IA NO. 22 FILED UNDER SEC.
15(2) OF THE COMMERCIAL COURTS ACT, 2015 IN OS NO.
1017/2019 C/W O S NO. 2713/2018 PASSED BY THE
LEARNED I ADDL. CITY CIVIL AND SESSIONS JUDGE (CCH-



02) AT BENGALURU, FILED AS ANNEXURE-A TO THE WRIT PETITION.

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

CORAM: HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

COMMON ORAL ORDER

The writ petitions are filed aggrieved by the orders on IA No.22 passed in O.S.No.1017/2019 connected with O.S.No.2713/2018 by the I Additional City Civil and Sessions Judge (CCH-02), Bengaluru.

2. There are two suits between the parties. O.S.No.1017/2019 has been filed seeking cancellation of the registered lease deed along with other reliefs, whereas O.S.No.2713/2018 has been filed by the owner of the premises seeking recovery of arrears of rent and damages. Both the suits have been clubbed together by the Trial Court.

3. In that, I.A. No.22 came to be filed in O.S. No.1017/2019 under Section 15(2) of the Commercial Courts Act, 2015, read with Section 151 of the Code of Civil Procedure,



seeking transfer of both O.S. No.1017/2019 and O.S. No.2713/2018 to the Commercial Court at Bengaluru. The said application came to be dismissed by the order impugned.

4. The Trial Court, while dismissing the application, observed that, on going through the documents relating to the suit schedule property, it is not a commercial property, but it is a residential property. It is further observed that the plaintiffs in O.S.No.1017/2019, who have filed the present application, had entered into a lease agreement with defendants to take the suit schedule property on monthly rent, and when they attempted to get a commercial license, the competent authority refused to grant a licence to run business activities in the suit schedule property. Therefore, on careful perusal of the pleadings and the material available on record, the transaction between the parties does not fall within the ambit of a commercial transaction as envisaged in the Commercial Courts Act, 2015.

5. The Trial Court further observed that the plaintiffs in O.S.No.1017/2019, who have filed the present application, have not stated as to why they present the suit before this



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Court if the transaction is of commercial in nature, instead of presenting the same before the Commercial Court. The other side has led the evidence and the witness, i.e., P.W.1, had been cross-examined by the plaintiffs. During the said stage, this objection was not raised in the cross-examination of PW1. Thus, looking from any angle, the Trial Court do not find any good grounds to hold that the transaction between the parties was commercial in nature. Accordingly, IA No.22 came to be dismissed.

6. Aggrieved by the said order, the petitioners have filed W.P. No.10643/2026 and W.P. No.9816/2026. Since both the writ petitions arise out of the suits which have been clubbed together by the Trial Court and challenge the order passed on the identical application, they are being disposed of by this common order.

7. Smt. Neeraja Karnath, learned counsel appearing for the petitioners/tenants submits that the Trial Court has failed to properly consider the application filed by the petitioners and that the findings recorded therein are contrary to the material available on record. It is submitted that the Trial



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Court proceeded on the erroneous premise that the suit schedule property is a residential property. Learned counsel has drawn the attention of this Court to the Agreement to Lease, particularly to the relevant covenant, which states that the lessee approached and requested the lessor to grant a lease of the schedule premises to him, for manufacturing and sale of food, bakery, ice cream, sweets, hotel/catering business on rent and security deposit for a ten-year duration. It is further stated that the lessor offered to lease the schedule premises on a refundable interest-free security deposit of Rs.12,00,000/- plus Rs.6,00,000/- and monthly rent of Rs.1,20,000/-, plus service tax/GST as applicable on date/subject to changes, plus increase in rent @ 8% every year, thereon and rentals by way of 120 numbers post dated cheques for a term of Ten year duration.

8. Learned counsel also has drawn the attention of the court to the Clause 5 of the said Lease Agreement, which states that property tax shall be paid by the lessor, but, lessee is liable and shall pay to lessor from the year 2017-2018 and onwards till lessee vacates, BBMP-SAS-taxes within (All the



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total taxes payable, in Excess to, than paid by lessor for commercial for 2016-2017), for any and for additions, covered or added by lessee's, alterations/modifications in the scheduled premises portions or it will be deducted out of a security deposit.

9. Learned counsel further submits that, in support of her case, she has also placed on record the tax receipt, which clearly mentions that it is shown as non-residential/commercial property, as declared by the taxpayer. Basing on this, learned counsel for the petitioner submits that it is a commercial property and that the commercial transaction between the parties very well comes within the purview of the Commercial Courts Act. It is submitted that the Commercial Court alone has got the jurisdiction and the Trial Court has failed to consider all these aspects while rejecting the application.

10. Learned counsel appearing for the respondent/ landlord submits that the present application has been filed only after the cross-examination of P.W.1. All the while they have been contesting the matter, and the first time they have come up with such an application. It is the case that they have



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not paid the rent. There are arrears of rent, running into crores of rupees, and they have not paid the rent. It is also submitted that they have not maintained the property, which is not in a livable condition, and by virtue of that the landlord is put to a lot of inconvenience; neither the premises is maintained nor rents are paid. In these circumstances, only with an intention to delay the proceedings, the present application is filed. It is submitted that the Trial Court has rightly dismissed the application.

11. Learned counsel for the respondent further submits that, if this Court is inclined to interfere with the impugned order, the matter may be remanded to the Trial Court. It is submitted that the petitioners would have to file an appropriate application seeking return of the plaint under Order VII Rule 10 of the Code of Civil Procedure for presentation before the competent Commercial Court. Learned counsel further submits that the petitioners would be required to go through the process of Section 12A of the Commercial Courts Act and again the petitioner will have the advantage of protracting the matter by another six months. It is submitted that, even if this Court is



inclined to pass any orders, the matter may be set aside and remand back to the Trial Court for consideration in accordance with law.

12. Having heard the counsels on either side, perused the material on record, this Court finds that there is no dispute with regard to the fact that two suits are pending between the parties and that corresponding applications were filed seeking transfer of the suits to the Commercial Court on the ground that the transaction between the parties is commercial in nature. In support of the said contention, learned counsel for the petitioners has drawn the attention of this Court to the Lease Agreement and, in particular, to the relevant covenants of the said agreement. This Court has carefully perused the said agreement. A perusal of the order passed by the Trial Court shows that the Trial Court has failed to consider the Lease Agreement between the parties and on what basis the Trial Court has come to the conclusion that the suit schedule property is a residential property is not borne out of the material available on record.



13. Considering the Lease Agreement, the covenants and also the property tax receipt that is produced before the Court, which clearly shows that the suit schedule property is a commercial property and as there is a commercial transaction between the parties. Consequently, the Commercial Court alone has got the jurisdiction to decide the dispute between the parties. In that view of the matter, this Court is of the considered opinion that the order passed by the Trial Court is liable to be set aside.

14. Then coming to the submission of the learned counsel for the petitioners that order may be set aside and the petitioners have to file an application before the Trial Court seeking transfer of the above suits to the Commercial Court. This Court do not find any force in the said document as in the concerned opinion of the Court, this is a commercial transaction between the parties and the order impugned before the Court needs to be set aside and applications have to be allowed. This Court do not find any reasons to remand the matter.

15. In the light of the above discussion, this Court is passing the following:



Order

- i. The writ petitions are ***allowed***.
- ii. The order passed on I.A.No.22 in O.S. No.1017/2019 connected with O.S. No. 2713/2018 is set aside. Consequently, both the suits are transferred to the jurisdictional Commercial Court at Bengaluru for disposal in accordance with law. Consequently, I.A. No.22 stands ***allowed***.
- iii. The Commercial Court shall proceed with the suits from the stage where it is pending before the Civil Court.
- iv. Pending IAs, if any, shall stand closed.

**SD/-
(LALITHA KANNEGANTI)
JUDGE**

SMC/List No.: 1 Sl No.: 1