



2026:KER:60190

**IN THE HIGH COURT OF KERALA AT ERNAKULAM
PRESENT**

THE HONOURABLE MR. JUSTICE EASWARAN S.

TUESDAY, THE 4TH DAY OF AUGUST 2026 / 13TH SRAVANA, 1948

OP(C) NO. 1466 OF 2025

**AGAINST THE ORDER DATED 28.05.2025 IN IA 8/2025 IN CS
NO.371 OF 2021 OF COMMERCIAL COURT, ERNAKULAM**

PETITIONERS/PETITIONERS 1 TO 3 AND 5/DEFENDANTS 1 TO 3 AND

5:

- 1 THE NEW GUNA SHENOY COMPANY
SREEDHAR LANE, BROADWAY, KOCHI, ERNAKULAM
DISTRICT, PIN CODE-682 031, REPRESENTED BY ITS
MANAGING PARTNER, A.S.GUNA SHENOY, AGED 79,
S/O.LATE A.L.SREEDHARASHENOY, RESIDING AT LAXMAN,
BANERJI ROAD, ERNAKULAM, PIN - 682018**
- 2 A.S.GUNA SHENOY
AGED 79 YEARS
S/O.LATE A.L.SREEDHARA SHENOY, PARTNER, THE NEW
GUNA SHENOY COMPANY, SREEDHAR LANE, BROADWAY,
KOCHI, ERNAKULAM DISTRICT, RESIDING AT LAXMAN,
BANERJI ROAD, ERNAKULAM, PIN CODE-682 018.**
- 3 A.S.SASIDHARA SHENOY
AGED 74 YEARS
S/O.LATE A.L.SREENIVASA SHENOY, PARTNER, THE NEW
GUNA SHENOY COMPANY, SREEDHAR LANE, BROADWAY,
KOCHI, ERNAKULAM DISTRICT, PIN CODE-682 031,
RESIDING AT XLI/1423, T.D.ROAD , ERNAKULAM, PIN -
682018**
- 4 A.S.SURESH SHENOY
AGED 63 YEARS
S/O.LATE A.L.SREENIVASA SHENOY, PARTNER, THE NEW
GUNA SHENOY COMPANY, SREEDHAR LANE, BROADWAY,
KOCHI, ERNAKULAM DISTRICT, PIN CODE-682 031,
RESIDING AT SREENIVAS, LANE NO.3, PULLEPPADY
CROSS ROAD, ERNAKULAM, KOCHI, PIN - 682018**



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BY ADVS.
SRI.AJITH VISWANATHAN
SHRI.SHIBU JOSEPH
SHRI. SAYED MANSOOR BAFAKHY THANGAL
SMT.VRINDA BABU
SHRI.AMAN MANZOOR
SHRI.SARATH VISWANATHAN
SHRI.KEVIN JOSE SHIBU
SHRI.K.A.SHAJI MATHEW
SRI.P.VISWANATHAN (SR.)

RESPONDENTS/PETITIONER, RESPONDENT 4,6,7/PLAINTIFF,
DEFENDANT 4,6,7:

- 1 A.V. MITHRA DEVI @ MITHRA R.RAO
W/O.P.RATNAKARA RAO, AGED 63 YEARS, RESIDING AT
FLAT - IB, SFS CENTER COVE, AZAD ROAD, KALOOR,
KOCHI -, PIN - 682017
- 2 A.S.NARAYANA SHENOY
S/O.LATE A.L.SREENIVASA SHENOY, PARTNER, THE NEW
GUNA SHENOY COMPANY, SREEDHAR LANE, BROADWAY,
ERNAKULAM DISTRICT, PIN CODE-682 031, REP. BY HIS
POA HOLDER A.S. SASIDHARA SHENOY, S/O LALE
A.L.SREENIVASA SHENOY, PARTNER THE NEW GUNA SHENOY
COMPANY, SREEDHAR LANE, BROADWAY, ERNAKULAM
- 3 A.V. GOPALAKRISHNA SHENOY
S/O. LATE A.L. VASUDEVA SHENOY, AGED 69 YEARS,
PARTNER, THE NEW GUNA SHENOY COMPANY, SREEDHAR
LANE, BROADWAY, ERNAKULAM, KOCHI, PIN - 682031
- 4 SOBHANA V SHENOY
W/O. LATE A.L. VASUDEVA SHENOY, AGED 87 YEARS,
RESIDING AT XL/4468, BANERJI ROAD, ERNAKULAM,
KOCHI., PIN - 602018

BY ADVS.
SHRI.D.G.VIPIN
SHRI.M.GOPIKRISHNAN NAMBIAR
SHRI.K.JOHN MATHAI



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**SRI.JOSON MANAVALAN
SRI.KURRYAN THOMAS
SHRI.PAULOSE C. ABRAHAM
SHRI.RAJA KANNAN
SHRI.CHETHAN KRISHNA R.
SHRI.DANIEL A.J.
SMT.MANISHA V.V
SHRI.J.AMALDEV
SRI.V.V.SIDHARTHAN (SR.)**

**THIS OP (CIVIL) HAVING BEEN FINALLY HEARD ON 04.08.2026,
THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**



EASWARAN S., J.

O.P.(C).No.1466 of 2025

Dated this the 4th day of August, 2026

JUDGMENT

The defendants 1 to 3 and 5 in a suit for settlement of accounts had come up in the present original petition, aggrieved by an order of the Commercial Court, Ernakulam, directing them to produce various documents as sought for by the plaintiff.

2. The brief facts necessary for the disposal of the original petition are as follows:

The plaintiff filed C.S.No.371/2021, a suit for declaration that she is a sleeping partner of the 1st defendant firm, 'the New Guna Shenoy Company'. Consequential reliefs were also sought for in the suit for settlement of accounts and for the dissolution of the firm. Rendition of the accounts is also an incidental prayer sought for. The suit was necessitated because of the directions in the judgment of this Court in RFA No.429/2007. While considering the RFA and a cross objection, which arose from a suit for partition, this Court reserved the right of the plaintiff to ask for settlement of accounts in terms of Section 37 of the Indian Partnership Act, 1932, and also for exercising an option under the partnership deed



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for co-opting herself as a sleeping partner. Pursuant to the judgment , the petitioners has issued a letter to the respondents exercising the option as permitted by this Court. Since the option was not accepted, the suit was filed. In the suit, an application for production of documents were filed. According to the plaintiff, these documents are absolutely necessary for the purpose of adjudicating the claims raised in the suit. The defendants resisted the claim and contended that the documents sought to be produced are irrelevant and that the partnership was reconstituted under subsequent deeds, thereby nullifying the earlier agreement. That apart, the defendants also questioned the authority of the plaintiff to interfere with the working of the partnership firm. It was further contended that certain documents which the plaintiff has sought for are not available with them and therefore, there cannot be any direction to them to produce those documents. The Commercial Court, Ernakulam, on considering the submissions of both parties, came to the conclusion that, for effectively deciding the issues raised in the suit, the documents are required and therefore, directed the defendants to produce the documents and hence, the original petition.

3. Heard, Sri.Ajith Viswanathan - learned counsel



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appearing for the petitioners and Sri.V.V.Sidharthan – learned Senior Counsel, assisted by Adv.D.G.Vipin, appearing for the 1st respondent.

4. On considering the submissions raised across the Bar, this Court finds that there is no jurisdictional infirmity or error in the impugned order. As rightly contended by the learned Senior Counsel for the 1st respondent/plaintiff, the plaintiff has been granted an opportunity to exercise the options in terms of Clauses 15 and 16 of the partnership deed. Pursuant to the said liberty, the plaintiff is stated to have exercised the option, which has not been accepted. Therefore, the plaintiff was constrained to file the suit for a declaration that she is a sleeping partner of the firm ‘the New Guna Shenoy Company’. Of course, the plaintiff has sought for dissolution of the firm and also rendition of the accounts.

5. What is contended before this Court by the petitioners is that, once the relief in form of dissolution of the firm as well as the rendition of the accounts is sought for, the same can happen only in terms of Section 48 of the Partnership Act, 1932. It is also pointed out that, in an earlier proceedings, the request was denied by the self same court as evident from Ext.P3.

6. True, the plaintiff has sought for the relief of dissolution



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of firm and rendition of the accounts. The dissolution of the firm is governed by the provisions of Section 39 to 48 of the Partnership Act, 1932. Trial stage has not reached in the suit. But then, it must be remembered that the plaintiff had exercised the option in terms of Clauses 15 and 16 of the partnership deed pursuant to the judgment of this Court in RFA No.429/2007. In fact, the suit has been instituted pursuant to the liberty granted by this Court in the aforesaid judgment.

7. In a given case, where the plaintiff has claimed declaration that she is a sleeping partner of the firm, her entitlement to claim share in the business of the firm will depend only on the dissolution of the firm. Whether such circumstances exist or not is yet to be decided by the commercial court. Whether the production of the documents can be postponed or it should be produced at the present stage is the question to be considered.

8. When the liberty granted by this Court in RFA No.429/2007, is read along with the nature of claim made by the plaintiff, it becomes clear that the option exercised by her in terms of Clauses 15 and 16 of the partnership deed is perfectly correct. But then, whether the reasons for denying such option is proper or not, is a question to be considered by the commercial court on



conclusion of the trial in the suit.

9. Even assuming that these documents are made available before the court, the commercial court is not expected to look into the veracity of these documents unless the claim of the plaintiff over prayers 1 and 2 is established. Therefore, the impact of these documents which are now sought to be produced will arise only on the court finding that the plaintiff is entitled for a declaratory relief as well as for dissolution of the firm. Therefore, this Court sees no reason as to why the petitioners/defendants should refrain themselves from producing these documents at a later stage, because the production of the documents at some point of time is inevitable. In these circumstances, this Court sees no reason as to why the impugned order directing the petitioners to produce the documents must be interfered.

10. However, it is pointed out by learned counsel for the petitioners that the entire documents sought for by the plaintiff are not available with them. It is made clear that the petitioners will be free to produce such documents which are available with them and file affidavit with regard to the documents which are not available with them. It will be open for the commercial court to decide on the contents of the affidavit and pass appropriate orders



thereafter.

In the light of the above discussion, this Court finds that no sufficient reasons are there to interfere with the impugned order. Accordingly, the original petition fails and the same is dismissed subject to the exceptions stated above.

Sd/-

EASWARAN S, JUDGE

ACR



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APPENDIX OF OP(C) NO. 1466 OF 2025**PETITIONER EXHIBITS**

- Exhibit P1** THE TRUE PHOTOSTAT COPY OF THE PLAINT IN C.S.NO.371 OF 2021, ON THE FILES OF THE SUB COURT, ERNAKULAM DATED 15.09.2021
- Exhibit P2** THE TRUE PHOTOSTAT COPY OF THE WRITTEN STATEMENT FILED BY THE PETITIONERS/DEFENDANTS 1 TO 3 AND 5 IN C.S.NO.371 OF 2021, ON THE FILES OF THE SUB COURT, ERNAKULAM DATED 20.05.2022
- Exhibit P3** THE TRUE PHOTOSTAT COPY OF THE ORDER DATED 16-11-2023 PASSED IN I.A.NO.1 OF 2021 IN C.S.NO.371 OF 2021 IN EXHIBIT P1 SUIT
- Exhibit P4** THE TRUE PHOTOSTAT COPY OF I.A.NO.8 OF 2025 IN C.S.NO.371 OF 2021 ON THE FILES OF THE SUB COURT, ERNAKULAM FILED BY THE PLAINTIFF DATED 28.01.2025
- Exhibit P5** THE TRUE PHOTOSTAT COPY OF THE COUNTER AFFIDAVIT FILED IN I.A.NO.8 OF 2025 IN C.S.NO.371 OF 2021 DATED 21.05.2025
- Exhibit P6** THE TRUE PHOTOSTAT COPY OF THE ORDER DATED 28-05-2025 PASSED IN I.A.NO.8 OF 2025 IN C.S.NO.371 OF 2021

RESPONDENT EXHIBITS

- EXHIBIT R-1(a)** A true copy of the partnership deed dated 1.4.1992
- EXHIBIT R-1(b)** A true copy of the Partnership Deed dated 05.08.1951
- EXHIBIT R-1(c)** A true copy of the Judgment dated 12.01.2021 passed by the Honourable High Court of Kerala in RFA.429/2007
- EXHIBIT R-1(d)** A true copy of the certified copy of the common order dated 18.12.2024 in I.A.6/2024 and I.A.7/2024
- EXHIBIT R-1(e)** A true copy of the certified copy of the issues raised on 25.9.2024