

IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD

WEDNESDAY, THE ELEVENTH DAY OF FEBRUARY
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE JUSTICE MOUSHUMI BHATTACHARYA
AND
THE HONOURABLE SRI JUSTICE GADI PRAVEEN KUMAR

CIVIL MISCELLANEOUS APPEAL Nos. 181, 183, 202 & 252 of 2025 and
C.R.P.Nos. 3559 and 3560 of 2024

C.M.A.No. 181 of 2025 :

Appeal Under Section 37 of the Arbitration and Conciliation Act, 1996 aggrieved by the Order dated 02-04-2025 in A.O.P.No. 9 of 2022 on the file of the Court of the XXVII Additional Chief Judge, City Civil Courts, Secunderabad.

Between:

Mahbub College (Multi-Purpose Higher Secondary School) Society, Mahbub College (Multi-purpose Higher Secondary School) Society, rep by its President Sri P.L. Srinivas, Regd No.56/1959 - 60 of AP, No.8-1-377 to 379, R.P. Road, Secunderabad – 500003
...APPELLANT

AND

1. Venkat Narayana Educational Society, Plot No.102, High Court Colony, Vanasthalipuram, Hyderabad - 500070 rep. by its President Dr. Rev K.V.K. Rao, s/o late Sri Venkaiah, aged 63 years
2. P.L. Srinivas, s/o Sri P. Laxman Rao, aged aged 65 years. 8-1-377 to 379, R.P. Road, Secunderabad - 500003
3. Konda and Konda Consultancy, rep. by its partner, 8-1-377 to 379, R.P. Road, Secunderabad - 500003 (Respondents 2 and 3 are not necessary parties)
...RESPONDENTS

I.A. NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to suspend the operation of the order dated 02-04-2025 passed in AOP 09/2022 on the file of the XXVII Additional Chief Judge, City Civil Courts, Secunderabad, pending disposal of the above appeal, in the interest of justice.

Counsel for the Appellant: Sri. Amith Kumar, Senior Counsel for
Sri D. Srinivas Prasad on record, assisted by
Ms. D. Shalini Shravanthi

Counsel for the Respondent No.1 :

CIVIL MISCELLANEOUS APPEAL NO: 183 OF 2025

Appeal Under Section 37 of the Arbitration and Conciliation Act, 1996 aggrieved by the Order dated 02-04-2025 in A.O.P.No. 20 of 2024 on the file of the Court of the XXVII Additional Chief Judge, City Civil Courts, Secunderabad.

Between:

Venkata Narayana Educational Society, Regd. No.420/2015, No.8-1-377 to 379, R.P. Road, Secunderabad - 500 003 Rep. by its President, Dr. Rev. K.V.K. Rao, Plot No.102, High Court Colony, Vanasthalipuram, Hyderabad 500 070

...APPELLANT / Petitioner

AND

1. Mahbub College (Multi-purpose Higher Secondary School) Society, Regd No.56 /1959 - 60 of AP, No.8-1-377 to 379, R.P. Road Secunderabad - 500 003 Represented by its President Sri P. L. Srinivas
2. Sri. P.L. Srinivas, President, Mahbub (Multi-purpose Higher Secondary School) Society, Mahbub College Campus, No.8-1-377 to 379, R.P. Road, Secunderabad - 500 003
3. M/s. Konda and Konda Consultancy Services, Regd No. 1736 of 2015, 8-1-377 to 379, R.P. Road, Mahbub College Campus, Secunderabad Represented by K. Anil Kumar

...RESPONDENTS / RESPONDENTS

I.A. NO: 1 OF 2025

Petition under Order 39 Rule 1 & 2 of CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to grant an interim order during the pendency of the Appeal restraining the Respondent No. 1, members of the Respondent No.1 Society, including their agents, Assignees, representatives, employees, henchmen, etc. from addressing any letters, representations, or otherwise approaching any Statutory Authorities in respect of 'Swami Vivekananda Institute of Technology'(SVIT) and 'Bolton School being run in the Schedule Properties by the Appellant Society.

Petition Schedule Properties

Petition Schedule A Property

All the property approved in the building plan and site plan dated 30-06-2006. Admeasuring 22,960 square meters situated at 8-1-377 to 8-1-379, R.P. Road and S.D. Road, Secunderabad where "Swami Vivekananda Institute of Technology' (SVIT) is currently functioning and is bounded by

North: Road

South: S.D. Road

East: Neighbors land

West: R.P. Road

Petition Schedule B Property

All that piece and parcel fo land measuring 19.302.87 Sq. meters, situated in Plot No. 219/B, at GLR Sy.No. 703 of Bolton Road, Secunderabad Cantonment, Telangana State where 'Bolton School' is currently functioning and bounded as follows:

North: By Bolton Road

South: By Nala

East: By Road and Bolton Road

West: By Road

I.A. NO: 2 OF 2025

Petition under Order 39 Rule 1 & 2 of CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to grant an interim order during the pendency of the Appeal suspending/not giving effect to the Notice of Termination dated 03.10.2024 in any manner whatsoever.

Petition Schedule properties

Petition Schedule A Property

All that property approved in the building plan and site plan dated 30-06-2006, admeasuring 22,960 square meters situated at 8-1-377 to 8-1-379 , R.P. Road and S.D. Road, Secunderabad where "Swami Vivenkananda Institute of Technology" (SVIT) is currently functioning and is bounded by:

Petition Schedule properties

Petition Schedule B Property

Petition Schedule B Property

All that piece and parcel fo land measuring 19.302.87 Sq. meters, situated in Plot No. 219/B, at GLR Sy.No. 703 of Bolton Road, Secunderabad Cantonment, Telangana State where 'Bolton School' is currently functioning and bounded as follows:

North: By Bolton Road

South: By Nala

East: By Road and Bolton Road

West: By Road

I.A. NO: 3 OF 2025

Petition under Order XLI Rule 27 (1) (B) R/w. Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to receive the following documents as additional evidence in the instant Civil Miscellaneous Appeal

**Counsel for the Appellant: Sri Sunil B. Ganu, Senior Counsel assisted by
Sri K.V.Rusheek Reddy**

**Counsel for the Respondent No.1 : Sri. Amith Kumar, Senior Counsel for
Sri D. Srinivas Prasad on record, assisted by
Ms. D. Shalini Shrivanthi**

CIVIL MISCELLANEOUS APPEAL NO: 202 (F 2025

Appeal Under Section 37 of the Arbitration and Conciliation Act, 1996
aggrieved by the Order dated 02-04-2025 in A.O.P.No. 20 of 2024 on the file of the
Court of the XXVII Additional Chief Judge, City Civil Courts, Secunderabad.

Between:

Mahbub College (Multi-purpose Higher Secondary School) Society, rep by its
President Sri P.L. Srinivas, Regd No.56/1959 - 60 of AP, No.8-1-377 to 379, R.P.
Road, Secunderabad - 500003

...APPELLANT / Respondent

AND

1. Venkat Narayana Educational Society, Plot No.102 High Court Colony,
Vanasthalipuram, Hyderabad - 500070 rep by its President Dr. Rev K.V.K.
Rao, S/o late Sri Venkaiah, aged 63 years ...Respondent/ Petitioner
2. P.L. Srinivas, s/o Sri P. Laxman Rao, aged aged 65 years, 8-1-377 to 379,
R.P. Road, Secunderabad - 500003
3. Konda and Konda Consultancy, rep by its partner. (8-1-377 to 379, R.P.
Road, Secunderabad - 500003 (Respondents 2 and 3 are not necessary
parties)

...RESPONDENTS / Respondents

I.A. NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the
affidavit filed in support of the petition, the High Court may be pleased to suspend
the operation of the order dated 02.04.2025 passed in AOP 20/ 2024 on the file of the
XXVII Additional Chief Judge, City Civil Courts, Secunderabad pending disposal of
the above appeal, in the interest of justice.

**Counsel for the Appellant: Sri. Amith Kumar, Senior Counsel for
Sri D. Srinivas Prasad on record, assisted by
Ms. D. Shalini Shrivanthi**

**Counsel for the Respondent No.1: Sri Sunil B. Ganu, Senior Counsel
assisted by Sri K.V.Rusheek Reddy
Dr.K.V.K. Rao, appellant- party-in person**

CIVIL MISCELLANEOUS APPEAL NO: 252 OF 2025

Appeal Under Section 37 of the Arbitration and Conciliation Act, 1996 aggrieved by the Order dated 02-04-2025 in A.O.P.No. 9 of 2022 on the file of the Court of the XXVII Additional Chief Judge, City Civil Courts, Secunderabad.

Between:

Venkata Narayana Educational Society, Regd. No.420/2015, No.8-1-377 to 379, R.P. Road, Secunderabad - 500 003 Rep. by its President, Dr. Rev. K.V.K. Rao, Plot No.102, High Court Colony, Vanasthalipuram, Hyderabad 500 070 Email id.rev_kvkr Rao@yahoo.co.in

...APPELLANT / Petitioner

AND

1. Mahbub College (Multi-purpose Higher Secondary School) Society, Regd No.56 /1959 - 60 of AP, No.8-1-377 to 379, R.P. Road, Secunderabad - 500 003 Represented by its President Sri P. L. Srinivas
2. Sri. P.L. Srinivas, President, Mahbub (Multi-purpose Higher Secondary School) Society, Mahbub College Campus. No.8-1-377 to 379, R.P. Road. Secunderabad - 500 003
3. M/s. Konda and Konda Consultancy Services, Regd. No. 1736 of 2015, 8-1-377 to 379, R.P. Road, Mahbub College Campus, Secunderabad Represented by K. Anil Kumar (Respondent Nos. 2 and 3 are not necessary parties as Petitioner has not pressed the Arb OP No. 09 of 2022 vide Memo Sr No. of 2024 dated .)

...RESPONDENTS/ Respondents

I.A. NO: 1 OF 2025

Petition under Order 39 Rule 1 & 2 of CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to grant an interim order during the pendency of the Appeal restraining the Respondent No. 1, members of the Respondent No. 1 Society, including their agents, assignees, representatives, employees, henchmen, etc. from addressing any letters, representations, or otherwise approaching any Statutory Authorities in respect of 'Swami Vivekananda Institute of Technology'(SVIT)and 'Bolton School' being run in the Schedule Properties by the Appellant Society and pass

PETITION SCHEDULE PROPERTIES

PETITION SCHEDULE A PROPERTY

All that property approved in the building plan and site plan dated 30.06.2006, admeasuring 22,960 square meters situated at 8-1-377 to 8-1-379, R.P. Road and S.D. Road, Secunderabad where 'Swami Vivekananda Institute of Technology'(SVIT)is currently functioning and is bounded by:

NORTH : Road

SOUTH : S.D. Road

EAST : Neighbors Land

WEST : R.P. Road

PETITION SCHEDULE 'B' PROPERTY

All that piece and parcel of land measuring 19.302.87 Sq. meters, situated in Plot No.219/B, at GLR Sy. No.703 of Bolton Road, Secunderabad Cantonment, Telangana State where 'Bolton School' is currently functioning and bounded as follows:

NORTH : By Bolton Road
SOUTH : by Nala
EAST : by Road and Bolton Road
WEST : By Road

I.A. NO: 2 OF 2025

Petition under Order 39 Rule 1 & 2 of CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to grant an interim order during the pendency of the Appeal suspending / not giving effect to the Notice of Termination dated 03.10.2024 in any manner whatsoever and pass

PETITION SCHEDULE PROPERTIES

PETITION SCHEDULE 'A' PROPERTY

All that property approved in the building plan and site plan dated 30.06.2006, admeasuring 22,960 square meters situated at 8-1-377 to 8-1-379, R.P. Road and S.D. Road, Secunderabad where 'Swami Vivekananda Institute of Technology'(SVIT)is currently functioning and is bounded by:

NORTH : Road
SOUTH : S.D. Road
EAST : Neighbors Land
WEST : R.P. Road

PETITION SCHEDULE B PROPERTY

All that piece and parcel of land measuring 19.302.87 Sq. meters, situated in Plot No.219/B, at GLR Sy. No.703 of Bolton Road, Secunderabad Cantonment, Telangana State where 'Bolton School' is currently functioning and bounded as follows:

NORTH : By Bolton Road
SOUTH : by Nala :
EAST: by Road and Bolton Road
WEST : By Road

Counsel for the Appellant: Dr. K.V.K. RAO, Party- in-person

**Counsel for the Respondent No.1 : Sri Amith Kumar, Senior Counsel for
Sri D. Srinivas Prasad on record, assisted by
Ms. D. Shalini Shravanthi**

CIVIL REVISION PETITION NO: 3559 OF 2024

Petition Under Article 227 of Constitution of India against the order dated 28-10-2024 in I.A.No. 1302 of 2024 in O.S.No. 195 of 2024 on the file of the Court of the III Senior Civil Judge, City Civil Courts, Secunderabad.

Between:

Mahbub College (Multi-purpose Higher Secondary School) Society, rep. by its President Sri P.L. Srinivas, Regd No.56/1959 - 60 of AP, No.8-1-377 to 379, R.P. Road, Secunderabad - 500003

...PETITIONER / Respondent

AND

1. Venkat Narayana Educational Society, Plot no.102, High Court Colony, Vanasthalipuram, Hyderabad - 500070 rep. by its President Dr. Rev K.V.K. Rao, S/o late Sri Venkaiah, aged 63 years
2. Dr. Rev. K.V.K. Rao, S/o late Sri Venkaiah, aged 63 years, R/o Plot No.102, High Court Colony, Vanasthalipuram, Hyderabad - 500070
3. K Sriharsha Shashank, S/o Dr. Rev. K.V.K. Rao, aged about 35 years, Plot No.102, High Court Colony, Vanasthalipuram, Hyderabad - 500070

...RESPONDENTS

I.A. NO: 1 OF 2024

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to suspend the order dated 28.10.2024 passed in I.A. No.1302 of 2024 in O.S. No.195 of 2024 and consequently suspend the docket order dated 28.10.2024 passed in O.S. No.195 of 2024 on the file of the III Senior Civil Judge, Secunderabad, pending disposal of the above revision petition, in the interest of justice and pass

**Counsel for the Petitioner: Sri Amith Kumar, Senior Counsel for
Sri D. Srinivas Prasad on record, assisted by
Ms. D. Shalini Shravanthi**

**Counsel for the Respondent No.1 : Sri Sunil B. Ganu, Senior Counsel
assisted by Sri K.V.Rusheek Reddy**

Counsel for the Respondent Nos. 2 &3: Sri. G. Vamshi Krishna

CIVIL REVISION PETITION NO: 3560 OF 2024

Petition Under Article 227 of Constitution of India against the order dated 28-10-2024 in O.S.No. 195 of 2024 on the file of the Court of the III Senior Civil Judge, City Civil Courts, Secunderabad.

Between:

Mahbub College (Multi-purpose Higher Secondary School) Society, rep by its President Sri P.L. Srinivas, Regd No.56/ 1959-60 of AP, No 8-1-377 to 379, R.P. Road, Secunderabad 500003

.. PETITIONER / Petitioner

AND

1. Venkat Narayana Educational Society, Plot No.102 High Court Colony, Vanasthalipuram, Hyderabad 500070 rep by its President Dr. Rev K.V.K. Rao, (sic.) late Sri Venkaiah, aged 63 years
2. Dr. Rev. K.V.K. Rao, S/o late Sri Venkaiah, aged 63 years. R/o Plot No.102, High Court Colony, Vanasthalipuram, Hyderabad 500070
3. K Sriharsha Shashank, S/o Dr. Rev. K.V.K. Rao, aged about 35 years. Plot No.102, High Court Colony, Vanasthalipuram, Hyderabad 500070

.. DEFENDANTS / RESPONDENTS

I.A. NO: 1 OF 2024

Petition under Order XXXIX Rules 1 & 2 R/w. Sec. 151 of CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to grant interim orders of injunction restraining the Respondents, its agents, employees, henchmen or anyone claiming through them from interfering with the peaceful possession and enjoyment of the Petitioner Schedule A AND B Properties, and consequently from also interfering in its affairs and running of its institutions, namely, Swami Vivekananda Institute of Technology (SVIT) and Bolton School being run from the petition Schedule A and B properties respectively pending disposal of the above revision petition, in the interest of justice and pass

SCHEDULE 'A' PROPERTY

All that property bearing premises no.8-1-377 to 379, situated at R.P. Road, Secunderabad — 500003, admeasuring acres 7-00 (appx) together with buildings housing the institutions of Swami Vivekananda Institute of Technology (SVIT), Swami Vivekananda PG College (SVPG), High School, Intermediate College, Degree College, playground and SV Auditorium enclosed in a compound wall on all sides with primary gates on north and eastern sides, and bounded on the:

NORTH BY: S.D. Road

SOUTH BY: Municipal Road

EAST BY: Neighbour's building, including hotel

WEST BY: R.P. Road

SCHEDULE 'B' PROPERTY

All that property admeasuring acre 1-00, in GLR Survey No.703, situated at Bolton Road, Secunderabad Cantonment, Secunderabad together with buildings and open spaces thereon housing Bolton School and enclosed by a compound wall, and bounded on the:

NORTH BY: Bolton Road

SOUTH BY: Nala

EAST BY: Centenary School

WEST BY: Akshara Vagdevi International School

**Counsel for the Petitioner: Sri Amith Kumar, Senior Counsel for
Sri D. Srinivas Prasad on record, assisted by
Ms. D. Shalini Shravanthi**

**Counsel for the Respondent No.1: Sri Sunil B. Ganu, Senior Counsel
assisted by Sri K.V.Rusheek Reddy**

Counsel for the Respondent Nos. 2 &3: Sri. G. Vamshi Krishna

The Court made the following COMMON JUDGMENT :

HIGH COURT FOR THE STATE OF TELANGANA

**THE HON'BLE JUSTICE MOUSHUMI BHATTACHARYA
AND
THE HON'BLE JUSTICE GADI PRAVEEN KUMAR**

C.M.A.Nos.181, 183, 202 & 252 of 2025 and C.R.P.Nos.3559 & 3560 of 2024

Dated:11.02.2026

CMA No.181 of 2025

Between:

Mahbub College (Multi-purpose Higher Secondary School) Society,
represented by its President.

...Appellant.

AND

Venkat Narayana Educational Society and two others.

...Respondents

COMMON JUDGMENT: (*per Hon'ble Justice Gadi Praveen Kumar*)

1. Since the *lis* involved in these appeals and the revision petitions is common, they are being disposed of by this common judgment.

2. Heard Sri Amith Kumar, learned Senior Counsel appearing for Sri D.Srinivas Prasad, learned counsel on record for the appellant, assisted by Ms.D.Shalini Shrivanthi, learned counsel, in C.M.A. Nos.202 and 181 of 2025 for the petitioner in C.R.P.Nos.3559 and 3560 of 2024 and for the respondents in C.M.A.Nos.252 and 183 of 2025, Sri Sunil B Ganu, learned Senior Counsel assisted by Sri Rusheek Reddy K.V., learned counsel on

record appearing for the appellant in C.M.A.No.183 of 2025, for the respondents in C.R.P.Nos.3559 and 3560 of 2024 as well as for the respondents in C.M.A.No.202 of 2025 as well as Dr.K.V.K.Rao, appellant-party-in-person in C.M.A.No.252 of 2025 and the respondent in C.M.A.No.202 of 2025.

3. CMA 181 of 2025 as well as CMA No.202 of 2025 is filed by Mahbub College (Multi-purpose Higher Secondary School) Society (for short, 'Mahbub College'), who is the respondent in AOP No.9 of 2022, and in AOP.No.20 of 2024 respectively, aggrieved by the order and decree dated 02.04.2025 passed by the learned XII Additional Chief Judge-FAC-XXVII Additional Chief Judge, City Civil Court, Secunderabad (for short, 'the Trial Court') filed by Venkata Narayana Educational Society (for short, 'VNES') wherein the learned Trial Court allowed the said AOP granting *ad interim* injunction restraining the respondent-Mahbub College from entering and interfering with functioning and administration of VNES, until and unless the disputes between the parties are resolved by the learned Arbitrator.

4. CMA No.183 of 2025 as well as CMA No.252 of 2025 is filed by VNES aggrieved by the order dated 02.04.2025 passed in AOP No.20 of

2024 and in AOP No.9 of 2022 respectively on the file of the learned Trial Court wherein only *ad interim* injunction was granted restraining the respondents-Mahbub College from entering and interfering with functioning but refused to suspend the letter of termination and also refused to restrain the respondents-Mahbub College from addressing any letters or otherwise approaching any statutory authorities in respect of Swami Vivekananda Institute of Technology (SVIT) and Holton School.

5. On the other hand, both CRP Nos.3559 and 3560 of 2024 are filed by Mahbub College being aggrieved by the order dated 23.10.2024 passed in I.A.No.1302 of 2024 in O.S. No. 195 of 2024 on the file of the learned III Senior Civil Judge, City Civil Court, Secunderabad and docket order dated 28.10.2024 in O.S.No.195 of 2024, while allowing the I.A., referred the parties to arbitration, in view of the arbitration clauses 11 and 12 contained in the Agreement dated 27.08.2015.

6. The brief facts of the case are that the Mahbub College is a Society originally formed in the year 1862 over an extent of Acs.5.00 of land in Rashtrapati Road, Secunderabad, consisting of four institutions, viz., Mahbub College High School, Junior College, Degree College and SVIT, which were having approximately 3,000 students. The appellant in

C.M.A.Nos.181 and 202 of 2025, Mahbub College, is having an extent of Acs.4.77 guntas of land in Bolton Road, Secunderabad, which is taken on lease from the Ministry of Defence, Union of India, and running Centenary School, Vaghdevi International School and Bolton School. The Mahbub College appears to be in existence since 1862, the Degree College was established in 1993 while the SVIT was established in 2004 and Bolton School was established in the year 2009. Initially, the SVIT was run on a joint licence basis with Secunderabad Business School under Agreements dated 17.02.2025, 26.02.2006 and 04.07.2006. Subsequently, these agreements were terminated in the year 2015.

7. Later, VNES was formed on 19.06.2015 under the Andhra Pradesh Societies Registration Act, 2001. Mahbub College and VNES entered into a licence agreement dated 27.08.2015 to jointly manage the affairs of SVIT and Bolton School through a governing body, comprising of five members from Mahbub College and five members from VNES under the directions of Mahbub College. In the year 2019, the present President of Mahbub College and his family members became members of VNES by purchasing membership from some of the erstwhile members.

8. However, disputes arose among the present members of VNES, the erstwhile members and also Mahbub College with respect to the various financial transactions culminating into filing of O.S.No. 6 of 2021 on the file of the Trial Court seeking permanent injunction as well as declaration of letters revoking membership as illegal and arbitrary. Subsequently, a compromise was entered into between the parties therein and the term of compromise is to the effect that the amount in question was treated as loan, which need not be repaid and a decree to that effect was passed in the said suit.

9. Thereafter, again on account of disputes that arose between the parties with regard to the various financial transactions as well as gross material breaches that attacked the fundamental nature of licence agreement dated 27.08.2015, the licence was terminated under a notice dated 03.10.2024 by the Mahbub College, which led to filing of multiple proceedings before various forums such as W.P.No.27867 of 2021, W.P.No.35229 of 2022, W.P.No.28459 of 2024, R&TP No.2 of 2024, W.A.No.463 and 464 of 2023 and so on.

10. As referred above, AOP No.9 of 2022 as well as AOP No.20 of 2024 was filed by VNES under Section 9(ii) of the Arbitration and

Conciliation Act, 1996 (for short 'the Act') against Mahbub College seeking to suspend the Letter of Termination dated 03.10.2024 and an order to restrain the Mahbub College from entering the Petition schedule properties or interfering in the functioning and administration of SVIT and Bolton School and also restraining them from addressing any letters or otherwise approaching any Statutory authorities in respect of SVIT and Bolton School.

11. The learned Trial Court passed an order dated 02.05.2025, while considering the petition recorded that the licence agreement dated 27.08.2015, was admitted by both parties, and contained a valid arbitration clause reflecting their mutual intention to resolve disputes through arbitration. The fact that both parties had approached the learned Trial Court by filing OS.No.16 of 2021 was the *prima facie* indication that there exists disputes between the parties which requires resolution through arbitration in terms of the agreement.

12. The learned Trial Court further noted that, although voluminous documents had been produced by both sides in support of their respective contentions relating to the validity of the termination notice, interpretation of contractual terms, alleged misappropriation of funds, and alleged

contravention of the agreement, it was not within the jurisdiction of the learned Trial Court to analyse such material or adjudicate upon disputed issues as these were matters squarely falling within the jurisdiction of the arbitrator and contemplating them in the said AOP could cause prejudice to the parties in the arbitral proceedings. The learned Trial Court also took note of the petitioner's contention that absence of interim protection would result in interference with the administration of the educational institution, potentially leading to disruption and affecting the interests of children.

13. On the aforesaid reasoning, the learned Trial Court partly allowed the petition and granted interim injunction restraining the respondents from entering the petition schedule property and from interfering with the functioning and administration of the petitioner society until the disputes were resolved by the arbitrator, while declining other prayers sought, giving rise to the present CMA.

14. The learned Senior Counsel for the appellant - Mahbub College, Sri Amith Kumar as well as Sri D.Srinivas Prasad, contended in CMA No. 181 and 202 of 2025 that the impugned order of the learned Trial Court is illegal, contrary to law, contrary to the pleadings and documents on record and violative of the fundamental principles governing grant of

interim measures under Section 9 of the Act. It was contended that the order granting interim injunction is in conflict with the most basic notions of morality and justice.

15. The learned Senior Counsel further contended that all documents placed on record clearly establish that Mahbub College is the absolute owner and possessor of the entire campus at R.P. Road, Secunderabad, admeasuring about Ac.7.00, along with all buildings and movable properties therein, and that it has been in possession of the said campus since 1862. It was further contended that the Bolton Road campus admeasuring Acs.4.77 guntas has been in its possession since 1962 as a lessee from the Ministry of Defence, and that these crucial and undisputed facts were completely ignored by the learned Trial Court. The learned counsel further contended that the learned Trial Court committed grave illegality in ignoring the well-settled principle that there cannot be an injunction against a true owner in possession, the parent body in whose favour all statutory approvals and affiliations have been granted by AICTE, JNTUH and the State Government and failed to consider VNES's own admission, contained in its letter dated 24.04.2024, acknowledging Mahbub College's possession of the R.P. Road campus and directing vacating and shifting of the institutions to the Bolton Road campus.

16. It was further averred that the learned Trial Court failed to apply the basic requirements for grant of interim protection under Section 9 of the Act, as the respondent neither failed to establish any *prima facie* case nor proved possession, balance of convenience or irreparable loss, and yet an erroneous finding was recorded that “admittedly the respondent is running the institutions”, contrary to the pleadings and material on record. The learned counsel also assailed the order on the ground that no issue was framed or decided relating to possession, which is foundational to such relief despite clear pleadings and documents showing the appellant’s exclusive possession and administration of the institutions.

17. It is also submitted that the learned Trial Court wrongly declined to examine the documents filed by the Mahbub College on the ground that it cannot step into the shoes of the arbitrator. Such reasoning is wholly erroneous, as a Court exercising jurisdiction under Section 9 of Act is required to examine pleadings and documents to assess *prima facie* rights. It is also contended that the learned Trial Court failed to appreciate that the agreement dated 27.08.2015 is only a licence agreement governed by the provisions of the Indian Easements Act, 1882 and that possession always remained with the licensor.

18. The learned Senior counsel for Mahbub College further contended that the licence agreement stood terminated by notice dated 03.10.2024 and that granting injunction permitting the VNES to continue thereafter amounts to granting specific performance of a determinable contract, in contravention of Section 14 of the Specific Relief Act, 1963. It is contended that having held that disputes relating to termination, breaches and financial issues are matters for arbitration, the learned Trial Court had no jurisdiction to grant interim injunction despite the respondent approaching the Court with unclean hands, having indulged in impersonation, abuse of process and suppression of material facts and that, at best, the VNES could seek compensation.

19. The present President of VNES, Dr.Rao appearing as party-in-person, while adopting the arguments of the learned Senior Counsel appearing for VNES, contended that that the Agreement dated 27.08.2015 is not a mere licence, as repeatedly portrayed by Mahbub College, but constitutes a joint sponsorship or co-sponsorship arrangement embodying an equal partnership between the parties. It is contented that the Agreement comprehensively structures the governance, administration, operation and development of the institutions through carefully delineated rights and obligations, under which exclusive and effective managerial, financial,

operational and functional control stood vested in VNES in accordance with the express terms of the Agreement. The persistent attempt by Mahbub College to label the instrument as a “licence agreement” was contended to be a deliberate mischaracterization, particularly when the Agreement itself does not describe the arrangement as a licence at any place.

20. It was further contended that the Agreement prescribes a mandatory and staged mechanism for termination, cancellation or dissolution of the association, commencing with a unanimous decision of the office bearers, followed by consideration by the Governing Body, passing of a special resolution therein, and culminating in independent acceptance by both sponsors. According to VNES, Mahbub College neither initiated nor completed this contractual process and therefore cannot rely upon its own non-compliance to contend absence of liability or dues. In such circumstances, the termination notice dated 03.10.2024 was asserted to be void, non-est and in complete defiance of the contractual framework.

21. The VNES contended that the Clauses 10, 11 and 12 of the agreement is consent-locked insofar as termination is concerned which mandates arbitration in the event of disputes and ensures continuity of the

arrangement until quantification and full and final settlement of claims. The unilateral termination notice, which proceeded on the assertion that the Agreement had "worked itself out" and directed VNES to vacate the premises within hours, was contended to be an archetypal act of impermissible self-help takeover, wholly alien to the contractual scheme.

22. It was further averred that the relief sought by VNES under Section 9 of the Act is purely protective in nature and does not amount to seeking specific performance of the Agreement. According to VNES, the interim protection is intended only to preserve the last admitted contractual *status quo* relating to management and administration of the institutions pending arbitration, so as to prevent the arbitral proceedings from being rendered nugatory by unilateral disruption. It is contended that the validity and legal effect of the termination notice is an arbitrable issue and that, on a prima facie consideration, the notice is ineffective for non-compliance with the mandatory procedure under Clauses 10 to 12.

23. The VNES contended that the bar under Sections 14(d) and 41(e) of the Specific Relief Act, 1963 has no application, as the Agreement is not inherently determinable. Section 14(d) applies only to contracts terminable at will or by unilateral notice, whereas the present Agreement expressly

excludes unilateral termination through three interlocking contractual safeguards, namely, the consent-lock under Clause 10, the arbitration-lock under Clause 11, and the continuity-lock till settlement under Clause 12. Consequently, the contention that compensation alone is the remedy was argued to be misconceived and incapable of defeating the Court's jurisdiction under Section 9 to preserve the subject matter of arbitration.

24. It was also pleaded that the Agreement cannot be construed as a licence within the meaning of Section 52 of the Indian Easements Act, 1882. On a true construction, the instrument creates reciprocal contractual rights, a detailed governance architecture and economic sharing arrangements consistent with a joint sponsorship or joint venture arrangement, and not a mere personal permission. The manner in which the document was registered and stamped, the absence of any schedule of immovable property or rent consideration, and the presence of equal representation, managerial control mechanisms and surplus-linked economics were relied upon to negate the licence theory advanced by Mahbub College.

25. The VNES further contended that even assuming the Agreement to be a licence, the same is irrevocable in law under Section 60 of the Indian

Easements Act, 1882. According to VNES, the arrangement is a licence coupled with interest within the meaning of Section 60(a), as VNES has executed and caused permanent and enduring institutional works, infrastructure, systems and value additions, thereby attracting Section 60(b), rendering unilateral revocation legally impermissible.

26. The learned Senior counsel for the Appellant–VNES, Sri Sunil B Ganu as well as Sri Rusheek Reddy KV, in CMA No. 183 and 252 of 2025 contended that the impugned order, to the extent of non-grant of the reliefs prayed for by the appellant, is contrary to law, settled principles of law and the evidence on record, and therefore liable to be set aside. It was contended that the learned Court below ought to have granted all the reliefs as prayed for, having regard to the facts and circumstances of the case.

27. It is contended that the learned Trial Court erred in refusing to restrain the respondent–Mahbub College, its members, agents and representatives from interfering in the enjoyment, functioning and administration of SVIT and Bolton School and from addressing letters, representations or otherwise approaching statutory authorities. Such refusal, according to the appellant, is contrary to the principles of preponderance of probabilities and well-established principles of law.

28. The VNES stated that the learned Trial Court erred in referring to the agreement dated 27.08.2015 as a licence agreement and in proceeding on the basis that the same is a admitted fact. Even assuming the said agreement to be a licence agreement, it was contended that the same is an irrevocable and permanent agreement in perpetuity and VNES is protected under Section 60 of the Indian Easements Act, 1882.

29. It is contended that the termination notice dated 03.10.2024 is null and void and that on the basis of the said notice, Mahbub College has illegally interfered with the management of the institutions, including attempting to change the operation of bank accounts. Suspension of the termination notice is essential to protect the subject matter of the arbitration.

30. The Learned Senior counsel for the VNES contended that the learned Court below erred in holding that passing an interim order under Section 9 of the Act on the validity of the termination notice would cause prejudice before the arbitrator. Having held that *prima facie* disputes exist between the parties and that until resolution of such disputes the Mahbub College could not have terminated the agreement dated 27.08.2015, the

learned Court below ought to have suspended the termination notice dated 03.10.2024 as prayed for.

31. It is further stated that the VNES has been managing the institutions since inception, that the agreement is still in force and the termination notice is inoperative, thereby establishing a prima facie case. It is contended that the balance of convenience lies entirely in favour of the VNES and that non-grant of interim relief would result in irreparable loss and injury incapable of compensation.

32. The learned counsel for Mahbub College filed reply denying the averments made by the respondent in CMA No. 202 of 2025 and appellant in CMA 252 of 2025 and contending that the argument of VNES regarding non-compliance with the procedure for termination under Clauses 10 and 12 of the licence agreement dated 27.08.2015 is wholly misconceived. It is contended that the termination was not without cause, as VNES was in complete breach of its financial obligations under the agreement.

33. It is pleaded that, in any event, the procedure contemplated under Clauses 10 and 12 stood fully satisfied in view of the Joint Resolution dated 05.04.2019 passed and signed by members of both societies, wherein it was agreed that the licence agreement would stand terminated forthwith

in the event of non-payment of dues or disputes among members of the VNES. The said resolution remains undisputed, and the contention that it does not amount to an amendment of the agreement is wholly irrelevant at the interlocutory stage.

34. It is contended that even assuming, without admitting, that the termination procedure was not strictly followed, settled law mandates that the only remedy available to the appellant is compensation and not enforcement of the licence agreement by way of injunction. The allegation of improper termination itself presupposes that the contract is determinable, and no injunction can be granted to enforce such a contract.

35. It is averred that every private contract is determinable unless expressly made irrevocable, and there is no clause in the licence agreement rendering it irrevocable. In view of Section 14(d) read with Section 41(e) of the Specific Relief Act, 1963, no injunction can be granted to enforce a determinable contract. Reliance was placed on *Cox & Kings v. IRCTC*¹, *Overnite Express Ltd. v. DMRC*², *IOCL v. Amritsar Gas Service*,

¹ (2012) 7 SCC 587

² 2022 SCC Online Del 2488

*Rajasthan Breweries Ltd. and Adhunik Steels Ltd*³. to substantiate the said legal position.

36. It is further contended that the agreement dated 27.08.2015 is purely a licence agreement granting limited participation in management and squarely attracts Section 52 of the Indian Easements Act, 1882. Upon termination of such licence, the statutory remedy available to the licensee is compensation under Section 64 of the Indian Easements Act, 1882 and not injunction. The use of the word “cancel” in Clause 12 instead of “terminate” does not alter the legal effect, as cancellation includes termination of contractual obligations, and Clauses 10 and 12 apply only to termination without cause, whereas the present termination was for multiple material breaches.

37. It is stated that the termination notice dated 03.10.2024 clearly enumerates over twenty serious breaches committed by the appellant, including illegal admissions to unapproved courses, impersonation of the VNES before this Court by fraudulently filing writ petitions, breach of financial obligations, misuse of institutional premises, issuance of notices seeking eviction of long-established educational institutions, and falsely

³ (1991) 1 SCC 533

claiming ownership over land and buildings contrary to the licence agreement.

38. It is further averred all statutory approvals from AICTE, JNTUH and the State Government stand exclusively in its name as the sole promoter society since 2004, much prior to the first licence agreement, and that restraining the respondent from managing its own institutions would result in loss of statutory approvals, causing irreparable harm to students, staff and third-party institutions.

39. It is finally contended that the appellant abandoned the arbitration clause by filing and prosecuting O.S. No.16 of 2021 before the Trial Court, having invoked civil jurisdiction and obtained partial reliefs, and therefore cannot approbate and reprobate by selectively reverting to arbitration at a later stage.

40. With respect to the CRPs, on 10.10.2024, Mahbub College filed OS No.195 of 2024 before the learned III Senior Civil Judge seeking permanent injunction to restrain VNES from interfering with the peaceful possession and enjoyment of the petition schedule property and from interfering in its affairs and running of SVIT and Bolton School. On 16.10.2024, IA No. 1302 of 2024 was filed by VNES stating that they have entered into an agreement dated 27.08.2015 with Mahbub College to

manage SVIT, Swami Vivekananda PG College (SVPG) and Bolton School and that in the said agreement, in Clause 11, both parties have agreed that any dispute arising out of the Agreement shall be referred to arbitration, which reads as under:

“That the Disputes or Stalemate, if any, to this agreement, shall be referred to a sole arbitrator, who shall be appointed jointly by both the parties and resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

41. The learned III Senior Civil Judge, upon consideration of the pleadings and submissions of both sides, passed a docket order dated 28.10.2024 and an order in I.A.No.1302 of 2024, noting that though the plaintiffs had instituted O.S. No.16 of 2021 against third parties alleging breach of a Memorandum of Understanding, Mahbub College was also arrayed as a defendant and reliefs were sought against it on the premise of unilateral termination of the licence and waiver of the arbitration clause.

42. Upon perusal of the said agreement dated 27.08.2015, the learned III Senior Civil Judge found no provision enabling unilateral termination by Mahbub College for violation of Clause 11. Referring to Clause 12, it held that cancellation of the agreement by Mahbub College was contingent upon settlement of the approved claims of VNES, and in the absence of any material to show such settlement, the learned III Senior Civil Judge

concluded that the agreement had not been validly terminated and that the arbitration clause continued to subsist.

43. In view of the existence of a subsisting arbitration clause, the learned III Senior Civil Judge rejected the contention that the agreement stood terminated or that the arbitration clause had been waived, and held that the III Senior Civil Judge lacked jurisdiction to entertain the suit. Accordingly, I.A. No.1302 of 2024 filed under Section 8 of the Act was allowed, the parties were referred to arbitration, and the proceedings in O.S. No.195 of 2024 were ordered to be closed, giving rise to the present CRP.

44. The learned counsel for the petitioner-Mahbub College contended that the learned III Senior Civil Judge did not touch the disputes on merit between the parties to the suit in an application filed under Section 8 of the Act and that the III Senior Civil Judge committed grave irregularity even by holding that the termination of the agreement dated 27.08.2015 is not valid according to its own finding in the previous sentence, and it completely failed to apply its mind to find out as to whether a valid arbitration agreement exists between the petitioner and the respondents in spite of clear pleas by the petitioner.

45. It is also contended that the III Senior Civil Judge committed material irregularity by relying on the generic recital of definition of the second party, which includes its administrators, etc., and committed gross error by holding that the respondent Nos.2 and 3 are the nominees and hence, it cannot be said that the agreement is already terminated and arbitration clause has been waived off by respondent No.1.

46. It is further contended that the III Senior Civil Judge also committed an error by allowing the application despite a specific plea that the acts of the Mahbub College in breach of the licence agreement amounted to fraud being committed against public at large as it defrauded the income tax department by claiming tax exemption by merging the accounts of the institutions with that of the petitioner and caused a loss of over 13 crores to the exchequer of the State which resulted in both the petitioner and the respondent No.1 receiving demand notices from the income tax department and that the III Senior Civil Judge committed irregularity in dealing with the said issue by maintaining complete silence as to the arbitrability of the dispute itself. Therefore, prays to allow the CRP by setting aside the order dated 28.10.2024 passed in I.A.No.1302 of 2024 in O.S.No.195 of 2024 and also docket order passed in O.S.No.195 of 2024 dated 28.10.2024.

47. We have given our earnest consideration to the various contentions urged by the parties and also perused the substantial material on record.

48. From the pleadings, submissions and the orders impugned in the connected Civil Miscellaneous Appeals and Civil Revision Petitions, the following issues arise for consideration:

- 1. Whether the arbitration clause in the Agreement dated 27.08.2015 stood abandoned or waived by the conduct of the parties?*
- 2. Whether the Civil Court lacked jurisdiction to try the disputes on the ground that they are commercial disputes?*
- 3. Whether the termination notice dated 03.10.2021 is liable to be suspended at the interlocutory stage?*
- 4. Whether the interim injunction granted against Mahbub College warrants interference?*
- 5. Whether Mahbub College could be restrained from addressing or approaching statutory and regulatory authorities in respect of the institutions?*

Issue No.1: Whether the arbitration clause stood abandoned or waived

49. The principal contention of Mahbub College is that the arbitration clause contained in the Agreement dated 27.08.2015 stood waived or abandoned by reason of the institution O.S. No.16 of 2021 and the participation of both parties in the civil proceedings arising therefrom.

50. There is no dispute that the Agreement dated 27.08.2015 contains a specific arbitration clause, namely Clause 11, which expressly provides that all disputes or stalemates arising out of the agreement shall be referred to arbitration. Further, it is a settled principle of law that an arbitration clause constitutes a separate and independent agreement, distinct from the substantive terms of the contract in which it is embedded. This doctrine of separability stands statutorily recognized under Section 16 of the Act which states that an arbitration agreement survives notwithstanding allegations of breach or termination of the underlying contract.

51. Therefore, when this very issue arose for consideration before the learned III Senior Civil Judge in I.A. No.1302 of 2024 in O.S. No.195 of 2024, a clear finding was recorded that the arbitration clause is severable, independent and continues to bind the parties.

52. A perusal of the record reveals that O.S. No.16 of 2021 was instituted before the Trial Court in the context of disputes inter se members and erstwhile members of the society, though Mahbub College was arrayed as one of the parties. Waiver of an arbitration agreement cannot be lightly inferred as such waiver must be clear, conscious and on unequivocal terms. Mere participation in civil proceedings, in the absence of a demonstrable

intention to relinquish arbitration as the agreed dispute resolution mechanism, does not amount to waiver.

53. This Court, therefore, holds that the arbitration clause contained in the Agreement dated 27.08.2015 is an independent and subsisting arbitration agreement, and that the institution and prosecution of O.S. No.16 of 2021 does not amount to waiver or abandonment of the same.

Issue No.2: Whether the Civil Court lacked jurisdiction to try the disputes

54. The Mahbub College contended that the disputes are commercial in nature and therefore fall within the exclusive jurisdiction of the Commercial Court, rendering the proceedings before the Civil Court and Trial Court without jurisdiction.

55. It is inherent that once parties have entered into an arbitration agreement, the jurisdiction of civil courts, including commercial courts, is governed by the Act. Proceedings under Sections 8 and 9 of the Act are not trials of commercial disputes but are ancillary proceedings intended to facilitate arbitration. The mere fact that the transaction has commercial attributes does not, by itself, confer exclusive jurisdiction on the Commercial Court so as to override the agreed arbitral mechanism.

56. More importantly, this Court has already held that the arbitration clause contained in the Agreement dated 27.08.2015 is independent, valid and subsisting. In the face of a continuing arbitration agreement, it would be neither appropriate nor efficacious for parallel proceedings to be pursued before civil or commercial courts on the same contractual relationship. The legislative policy underlying the Act clearly favours resolution of disputes through arbitration, once and for all, in the forum chosen by the parties themselves.

57. In such circumstances, the parties approaching arbitration serves the twin purposes of respecting party autonomy and ensuring a comprehensive and final adjudication of all disputes arising out of the agreement, without multiplicity of proceedings.

Issue No.3: Whether the termination notice dated 03.10.2024 should be suspended

58. The VNES sought suspension of the termination notice dated 03.10.2024, contending that the termination is void for non-compliance with Clauses 10, 11 and 12 of the Agreement and that continuity of the arrangement is contractually mandated till settlement of claims.

59. This Court finds no merit in the said contention at the interlocutory stage as the validity and legal effect of the termination notice lie at the heart of the arbitral dispute. Whether the Agreement is a mere licence or a joint sponsorship arrangement, whether termination was permissible, and whether the contractual procedure for termination stood complied with, are all matters requiring detailed evidence and contractual interpretation.

60. Therefore, the issue regarding the refusal to suspend the termination notice calls for no interference.

Issue No.4: Whether the interim injunction against Mahbub College warrants interference

61. Mahbub College contended that the injunction granted amounts to an impermissible restraint against a true owner in possession and is contrary to settled principles of law.

62. The injunction in question is purely interim and protective in nature. It does not confer title, declare ownership, or finally determine the legality, validity or effect of the termination notice dated 03.10.2024. All such questions are consciously and expressly left open for adjudication by the arbitrator.

63. The interim protection granted is intended only to maintain the existing state of affairs and to ensure continuity in the functioning of the educational institutions pending arbitral adjudication. The object is to prevent unilateral disruption that may irreversibly prejudice the arbitral process itself, particularly in matters involving running educational institutions where students, staff and statutory compliances are directly impacted.

64. Section 9 of the Act empowers the Court to grant interim measures to preserve the subject matter of arbitration and to ensure that the arbitral proceedings are not rendered null. The injunction granted squarely falls within the said limited protective jurisdiction. Any attempt by this Court to examine the legality of the termination or to adjudicate competing contractual rights at this stage would not only be contrary to the legislative intent underlying the Act but would also trench upon the autonomy of the arbitral process.

65. Therefore, the interim injunction neither amounts to a final adjudication nor warrants interference at this stage until further orders are passed by the learned Arbitrator. However, in view of large pending

litigation, both parties are at liberty to raise respective contentions before the learned Arbitrator.

Issue No.5: Whether Mahbub College could be restrained from approaching statutory authorities

66. VNES sought a restraint against Mahbub College from addressing letters, representations or otherwise approaching statutory and regulatory authorities such as AICTE, JNTUH and the State Government.

67. This Court is of the considered view that such a relief is legally impermissible. Statutory and regulatory authorities discharge public functions under governing enactments. A private contractual dispute cannot be made the basis to restrain a party from complying with statutory obligations or from communicating with regulatory authorities.

68. It is not in dispute that statutory approvals and affiliations stand in the name of Mahbub College. Any intervention preventing it from approaching regulatory authorities may jeopardize compliances and adversely affect students, staff and third parties. Such a restraint would go far beyond the scope of Section 9 of the Act and would amount to enforcing disputed contractual rights at an interlocutory stage.

69. Therefore, the refusal of such relief calls for no interference.

70. The Constitution of India, through its fundamental rights and directive principles, guarantees access to health and education, recognizing them as essential pillars for human dignity, and in today's society their effective realization is vital for social progress, equality, and the overall development of the Nation. Therefore, education should not be treated as a mere commercial activity driven by management interests alone. Educational institutions exist for the benefit of students and society, and prolonged disputes over administration and control create uncertainty that ultimately affects the welfare of the students, teachers and academic functioning. Such disputes ought not to be carried on at the cost of students, whose education and future should not suffer due to conflicts between managements. This position gains added significance in view of the constitutional mandate which obligates the State and all stakeholders to ensure that access to education is not impeded by administrative or managerial conflicts.

71. Further, in the agreement dated 27.08.2015, Mahbub College as well as VNES have noted the importance of promoting education by including it in the objects as hereunder:

"4. OBJECTS:-

The objects of the school are-

(i) to impart and promote education, and

(ii) to undertake all legitimate activities which will help to attain our aim

No.(i)."

72. In light of the above discussion, it is clear that educational institutions occupy a central position in the process of Nation-building by shaping future leaders, innovators, and responsible citizens who contribute to the social, economic, and democratic development of the country. The growing tendency to view education through a purely commercial lens dilutes this core purpose and detracts from the role of such institutions as instruments of social advancement and equal opportunity.

73. For the foregoing reasons and upon consideration of the facts and pleadings, this Court holds that the arbitration clause contained in the agreement dated 27.08.2015 continues to subsist and has neither been abandoned nor waived by the conduct of the parties. That the issues raised are contractual and arbitrable in nature and are required to be resolved comprehensively through arbitration. All other issues are expressly left open to be urged before the learned Arbitrator, who shall adjudicate the same independently and on their own merits, uninfluenced by any observations made in this judgment.

74. We, therefore, hold that the parties are relegated to arbitration and Hon'ble Sri Justice L.Nageswara Rao, Former Judge, Supreme Court of India, R/o 304, Sector 15A, Noida- 201301, Uttar Pradesh, India, is appointed as the sole Arbitrator, who will adjudicate the disputes between the parties, as may be raised before him. The learned Arbitrator shall make appropriate disclosure of all the contentions in terms of the provisions of the Arbitration and Conciliation Act, 1996, and shall be entitled to charge fees according to the provisions of the Act. The interim injunction shall remain in force until further orders passed by the learned Arbitrator.

75. In the result, the Civil Miscellaneous Appeals and Civil Revision Petitions stand dismissed. There shall be no order as to costs. Pending miscellaneous applications, if any, shall stand closed.

//TRUE COPY//

SD/- K.SRINIVASA RAO
JOINT REGISTRAR

SECTION OFFICER

To

1. Sri Justice L.Nageswara Rao, Former Judge, Supreme Court of India, R/o. 304, Sector 15 A, Noida – 201301, Uttar Pradesh, India (By Speed Post) (along with a copy of affidavit and material papers)
2. The XXVII Additional Chief Judge, City Civil Courts, Secunderabad
3. The III Senior Civil Judge, City Civil Courts, Secunderabad.
4. One CC to SRI. D. SRINIVAS PRASAD, Advocate [OPUC]
5. One CC to Sri K.V.Rusheek Reddy, Advocate (OPUC)
6. One CC to Sri. G. Vamshi Krishna, Advocate (OPUC)

7. Two CD Copies
8. One CC to Dr.K.V.K.Rao, Party-in-person President Venkat Narayana Educational Society,Plot No.102, High Court Colony,Vanasthalipuram,Hyderabad-500070

Kul/psl

ks

HIGH COURT

DATED: 11/02/2026

COMMON JUDGMENT

CIVIL MISCELLANEOUS APPEAL Nos. 181, 183, 202 & 252 of 2025
and C.R.P.Nos. 3559 and 3560 of 2024



**DISMISSING THE CIVIL MISCELLANEOUS APPEALS
AND CIVIL REVISION PETITIONS
WITHOUT COSTS**

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