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NC: 2026:KHC:23675-DB  
COMAP No. 176 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 28<sup>TH</sup> DAY OF APRIL, 2026

PRESENT

THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE

AND

THE HON'BLE MR. JUSTICE C.M. POONACHA

COMMERCIAL APPEAL NO. 176 OF 2026

**BETWEEN:**

M/S CROCHET INDUSTRIES PVT LTD  
HAVING ITS OFFICE AT NH5,  
NANDIGHOSH RESIDENCY,  
1ST FLOOR,  
FLAT NO. 4 BEACH ROAD,  
GOPALPUR, GANJAM,  
ODISHA 761002,  
REPRESENTED BY ITS AUTHORISED SIGNATORY.  
MR KISHORE KUMAR REDDY.

...APPELLANT

(BY SRI. A MAHESH CHOWDHARY, ADVOCATE)

**AND:**

1. M/S BANASHANKARI CHEMICALS PVT LTD  
HAVING ITS OFFICE AT NO. 44,  
12TH MAIN, 17TH CROSS,  
6TH SECTOR,  
BEHIND B D A COMPLEX,  
HSR LAYOUT,  
BENGALURU 560102.
2. MR SAJJAN RAJ SANKALA  
RESIDING AT NO. 32, 11TH MAIN,





BTM 2ND STAGE,  
BANGALORE 560076.

3. MR MANJUNATH G  
RESIDING AT NO. 405,  
5TH FLOOR, VANDANA  
SAROVAR APARTMENT,  
JAKKASANDRA,  
BANGALORE 560036.
  
4. M/S LN BREWERIES PVT LTD  
HAVING ITS OFFICE AT NO. 133/1  
GROUND FLOOR, 10TH MAIN,  
14TH CROSS, 6TH SECTOR,  
HSR LAYOUT,  
BENGALURU 560102.

...RESPONDENTS

(BY SRI. VIKHAR AHMED B, ADVOCATE FOR R1)

THIS COMAP IS FILED UNDER SECTION 13(1A) OF THE COMMERCIAL COURTS ACT, 2015 R/W ORDER XLIII RULE 1(A) OF THE CPC, PRAYING TO ALLOW THE PRESENT COMMERCIAL APPEAL AND SET ASIDE THE ORDER DATED 26.03.2026 PASSED BY THE HONBEL LXXXIV ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, COMMERCIAL COURT UNIT, BENGALURU (CCH-85) IN COM.OS.NO.454/2026, ANNEXURE-A WHEREBY THE PLAINT HAS BEEN ORDERED TO BE RETURNED UNDER ORDER VII RULE 10 OF THE CPC, FOR PRESENTATION BEFORE THE JURISDICTIONAL COURT AT CHAMARAJANAGARA.

THIS APPEAL, COMING ON FOR ORDERS, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE  
and  
HON'BLE MR. JUSTICE C.M. POONACHA



### **ORAL JUDGMENT**

(PER: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE)

1. None appears for the respondent Nos.2 and 3 despite service of notice. We note that none had appeared for the respondents on the previous hearing as well. The respondent Nos.1 to 3 are stated to hold the entire share holding of respondent No.4. In view of the above, we do not consider it apposite to defer the proceeding awaiting representations on their behalf.

2. The appellant has filed the present appeal impugning an order dated 26.03.2026 [impugned order] passed by the learned LXXXIV Addl. City Civil & Sessions Judge, Bengaluru (CCH-85) [**Commercial Court**] in Com O.S. No.454/2026. In terms of the impugned order, the learned Commercial Court has returned the plaint under Order VII to 10 of the Code of Civil Procedure, 1908 [**CPC**] for presentation before the jurisdiction Court of Chamaraja Nagar District. The operative part of the order reads as under:

Under Order VII, Rule 10 of CPC, the plaint shall be returned to plaintiff for its representation before jurisdiction Court of Chamarajanagar district, where Annexure 2 asset of Memorandum of Agreement cum



Binding Agreement dated 09.04.2024 is situated.

3. The learned Commercial Court had concluded that since the subject matter of the suit was an immovable property situated outside the jurisdiction of the court, the Court did not have the jurisdiction to try the suit. A copy of the plaint is placed on record. A plain reading of the plaint indicates that the appellant (plaintiff in the suit) had sought a decree for specific performance of a Memorandum of Agreement cum binding Agreement dated 09.04.2024 [the Agreement] .

4. It is the appellant's case that in terms of the Agreement, the defendants (respondents in the present appeal) had agreed to sell and the appellant had agreed to purchase 100% of the equity shares of M/s. LN Breweries Pvt. Ltd., (respondent No.4) for consideration of ₹42,50,00,000/- (Rupees Forty two crores fifty lakhs only). It is also stated that the Agreement was entered into in Bengaluru and the registered office of respondent No.4 (arrayed as defendant No.4 in the suit) is also situated in Bengaluru. Thus, situs of the shares of defendant No.4 which is a subject matter of the Agreement between the parties, is also in Bengaluru. Since the



suit is for a specific performance of an Agreement executed in Bengaluru, it cannot be disputed that the part of the cause of action has arisen in Bengaluru.

5. Learned counsel appearing for respondent No.1 also fairly states that he does not contest that the Commercial Court has the jurisdiction to try the suit.

6. In view of the above, the impugned order is set aside. The present appeal is allowed.

7. Learned counsel for the appellant submits that the appellant has not collected the plaint from the Commercial Court. The parties are at liberty to approach the learned Commercial Court for listing the matter and for any urgent relief, as may be advised.

**Sd/-  
(VIBHU BAKHRU)  
CHIEF JUSTICE**

**Sd/-  
(C.M. POONACHA)  
JUDGE**