



NC: 2026:KHC:11369
WP No. 37573 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MS. JUSTICE TARA VITASTA GANJU

WRIT PETITION NO. 37573 OF 2025 (GM-CPC)

BETWEEN:

M/S EMINENT MED TOURISM
AND HOSPITALITY PRIVATE LIMITED,
A COMPANY INCORPORATED UNDER THE
COMPANIES ACT,
HAVING ITS OFFICE AT NO. 15,
VARAAHA PRASANNA NILAYA,
BOURDILLON ROAD,
M.M. ROAD, FRAZER TOWN.
BENGALURU-560 005.

REPRESENTED BY

1. MR. ZAHEER PASHA, MANAGING DIRECTOR.
2. MR. SADIQ PASHA, DIRECTOR.

...PETITIONER

(BY SRI. MANJUNATH B S., ADVOCATE)

AND:

1. MR. MOHAMMED SALMAN NAJI
AGED ABOUT 44 YEARS,
S/O. LATE MR.SIRAJUDDIN,
2. MR MOHAMMED NAUMAN NAJI
AGED ABOUT 44 YEARS,
S/O. LATE. MR. SIRAJUDDIN

BOTH RESIDING AT NO. 20,
REST HOUSE ROAD,



OFF BRIGADE ROAD,
BENGALURU-560 001.

...RESPONDENTS

(BY SRI. K M JAGANATH., ADVOCATE)

THIS WP IS FILED UNDER ARTICLE 227 OF CONSTITUTION OF INDIA PRAYING TO QUASH THE ORDERS DATED. 18/08/2025 ON IA NO. 1/2024 IN O.S.NO.25356/2024 ON THE FILE OF LVII ACC AND SJ (CCH-58) MAYO HALL, BANGALORE, PRODUCED AS ANNEXURE-A.

THIS PETITION, COMING ON FOR ORDERS, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORAL ORDER

1. The present petition seeks to challenge an order dated 18.08.2025, passed on I.A.No.1/2024 filed under Section 151 of the Code of Civil Procedure, 1908, in O.S.No.25356/2024 [hereinafter referred to as the "Impugned Order"], by the learned LVII Addl.City Civil and Sessions Judge, Bengaluru, [hereinafter referred to as the "Trial Court"]. By the Impugned Order, the application seeking directions for the petitioner/defendant to pay the damages/agreed rental has been allowed by the Trial Court.



2. The brief facts are that, suit for ejectment and recovery of damages was filed by the respondents/plaintiffs against the petitioner/defendant. It was stated in the suit that the respondents are the owners of commercial premises/space on Level Two (second floor), in 'Palace Square', situated at palace road, Corporation Ward No.93 (old Ward No.78), Bengaluru. They let out the premises to the petitioner/defendant by virtue of a registered Lease Deed dated 03.11.2022, which was duly registered with the Office of the Sub-Registrar, at a monthly rental of Rs.2,45,000/- along with GST and CAM charges of Rs.14,000/-. The rental amount was payable on or before the 10th day of each month.

3. It is the case of the respondents/plaintiffs that the charges that were to be paid were total of Rs.36,67,440/- for the period from January 2023 to December 2023. However, the petitioner/defendant has started defaulting in this payment right from the beginning of the lease itself. It is further stated therein that, in view of these defaults,



the plaintiffs were constrained to send a termination notice dated 26.12.2023, terminating the lease and calling upon the petitioner/defendant to hand over vacant physical possession of the subject premises. Since neither the amounts were paid nor possession handed over, the respondents/plaintiffs were constrained to file the present suit.

4. The suit was contested by the petitioner/defendant and written statement was filed admitting the execution of the registered Lease Deed, as well as, admitting to the rental amount. The written statement also contains the averments with respect to payments which have been made intermittently on various dates. The written statement also admits the receipt of the legal notice as well. However, the written statement sets out a defence of lock-in period as per Clause 2.2 and 23.2 of the Lease Deed.

5. During the pendency of proceedings before the Court, the respondents/plaintiffs filed an application



seeking payment of the admitted rate of rental/damages in a sum of Rs.2,45,000/-. This application was allowed by the learned Trial Court, which is the subject matter of the present petition.

6. Although the Lease Deed has not been filed, a hard copy of the same has been handed across to the Court by the learned counsel for the respondents/plaintiffs. Clause 4 of the Lease Deed sets out the monthly rental in the following terms:

" 4. RENT

4.1 *The Lessee shall pay to the Lessors a monthly rental of Rs.2,45,000/- (Rupees Two Lakhs and forty five thousand only) and Goods and Service Tax (hereinafter referred to as the "Rent") for the first three years of the period of lease, the Rent shall commence from 01.01.2023, (hereinafter referred to as the "Rent Commencement Date") and thereafter with an enhancement in the monthly rent by 15% every three years for the remaining period of six years of the period of lease. For better clarity the Rent shall be payable in the manner detailed hereunder:*

	<i>Rent payable</i>	<i>Monthly Rental Amount in Rs.</i>
1	<i>01.01.2023 to 31.12.2025</i>	<i>2,45,000/-</i>
2	<i>01.01.2026 to 31.12.2028</i>	<i>2,81,750/-</i>
3	<i>01.01.2029 to 31.12.2031</i>	<i>3,24,013/-</i>



4.2. *It is agreed that the rent payable for a particular English Calendar month shall be paid in advance on or before the 10th of each calendar month regularly. The Lessors shall issue rent receipts to the Lessee acknowledging the receipt of the rents every month. Further the monthly rent shall be divided into two parts and paid to the Lessors. The tenancy is from month to month.*

4.3. *The rent payable is subject to deduction of taxes and/or levies at source. The Lessee shall promptly issue the Tax Deduction at Source Certificates to the Lessors, if any tax deduction is done on the monthly rents payable to the Lessors, as per the provisions of the Income Tax Act, 1961 within 60 days from the end of the financial year. In the event of failure on the part of the Lessee to deposit the TDS amount deducted from the rent to the credit of the Central Government, the Lessors shall be entitled to recover the said amount from the Lessee along with interest @ 18% per annum for the period in default together with penalty that may be levied.*

4.4. *The rents shall be paid by the Lessee either by way of Demand Draft, Pay Order, Crossed Cheque payable at Bangalore or by RTGS/NEFT bank transfers. In the event of any delay in payment of rent, the Lessee shall be liable to pay the monthly rent together with interest at the rate of 18% per annum for such delayed period. The Lessors' bank details are as follows:*

<i>Account Name</i>	<i>Mr.Mohammed Salman Naji</i>
<i>Account No.</i>	<i>04220020004903</i>
<i>Account Type</i>	<i>Savings Account</i>
<i>Bank Name</i>	<i>Kotak Mahindra Bank</i>
<i>Branch</i>	<i>Lavelle Road</i>
<i>IFSC CODE</i>	<i>KKBK0000422</i>

<i>Account Name</i>	<i>Mr.Mohammed Nauman Naji</i>
<i>Account No.</i>	<i>04220020004440</i>
<i>Account Type</i>	<i>Savings Account</i>
<i>Bank Name</i>	<i>Kotak Mahindra Bank</i>
<i>Branch</i>	<i>Lavelle Road</i>
<i>IFSC CODE</i>	<i>KKBK0000422</i>



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4.5. The Lessee agrees and undertakes to pay Rent and plus GST to the Lessors every month regularly, which amount will be deposited/paid by the Lessors to the Central Government. All payments to be made by the Lessee shall be subject to statutory deductions, as applicable during the Lease Term."

7. The execution of the Lease Agreement is not denied by the petitioner nor is the admitted rental or the receipt of the legal notice. The petitioner has also not disputed the fact that the petitioner continues to be in possession of the premises and that the petitioner does not own these premises. Given these admitted circumstances, this Court finds no reason to interfere with the Impugned Order which has been passed after examining the admitted facts.

8. The petition is accordingly ***dismissed***.

**Sd/-
(TARA VITASTA GANJU)
JUDGE**

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List No.: 2 Sl No.: 3