

KABC170003922025



**IN THE COURT OF LXXXII ADDL.CITY CIVIL &
SESSIONS JUDGE, COMMERCIAL COURT, BENGALURU
(CCH-83)**

**PRESENT: SRI. VIDYADHAR SHIRAHATTI, LL.M.,
LXXXII ADDL.CITY CIVIL & SESSIONS
JUDGE,
BENGALURU.**

Com.O.S.No.116/2025

Dated on this 09th Day of September 2025

Plaintiffs M/s URC Constructions Pvt. Ltd.

// versus //

Defendant M/s Greenlam Industries Ltd.

ORDERS ON I.A. NO. 2

The Defendant No.2 filed I.A. No.2 under Order I Rule 10 (2) read with Section 151 of CPC for delete Defendant No.2 in the captioned matter, as they are not the proper or necessary parties, in the interest of justice and equity.

2. In accompanying affidavit the Defendant No.2 stated on that, this suit is filed of recovery of Rs. 67,31,943.74 and certain other reliefs against the Defendant. The plaintiff has made out cause of action against Defendant No.2 and not any legal notice or factual basis to proceed against the Defendant No.2. The present allegation of the suit is substandard laminated sheets were supplied by the Defendant which led to financial and reputation loss. There is no privity of contract, direct communication, or direct commercial dealings with the plaintiff. Therefore, the supply of materials for the IISC IDR project, good will issues and interest claims are based on alleged breaches of Defendant No.1. The Defendant No.2 had no role in these matters and the plaintiff has neither made any specific allegation against Defendant No.2. Hence, Defendant No.2 prayed to allow the application.

3. Per contra, the Plaintiff has filed detailed objections stated denial of affidavit averments in the application, The privity of contract exists between the plaintiff and the Defendant No.2 thereby conferring legal rights to the plaintiff to pursue the present suit against the Defendant. The Plaintiff entered a contract with the Defendants for

purchase and delivery of laminated sheets for the purpose of undertaking the works for Indian Institute of Science, IDR Project, Bangalore. After a Contract was agreed upon, the Defendants failed to fulfil their obligations under the Contract on account of delivering substandard and poor quality of laminated sheets, in contravention to the requisite specifications requested by the Plaintiff. It is trite in law that privity of contract stems from legally binding agreement entered into between the concerned parties which gives birth to a bouquet of rights including the rights of parties to sue and be sued. This doctrine finds application to the present case as evidenced in the plaintiff's dealings with the Defendant No.2. The Purchase Order dated 15.02.2023 between the Plaintiff and Defendant No. 2 clearly establishes that the Defendant No. 2 was involved in direct commercial dealings with the Plaintiff. The Purchase Order categorically documents the description of the materials that are to be supplied by Defendant No. 2. The amount that the Plaintiff is required to pay and the Terms & Conditions which govern this commercial transaction entered between the Plaintiff and Defendant No. 2. The Purchase Order has been received and acknowledged by Defendant No. 2. Therefore, the Defendant No. 2's claims of

having "no privity of contract" and "no direct commercial dealings with the Plaintiff" hereby stand vitiated. The purchase orders, quotations, test certificates, and communications referred to in the plaint are all between the plaintiff and Defendant No.1 and is not in correct. Categorically, the plaintiff has denied the averments of the affidavit filed by the Defendant No.2. Hence, he prayed to reject the application.

4. I have heard the both side. The counsel for Defendant No.2 has relied the Judgment in **2005 (6) SCC 733 between Kasturi vs. Iyyamperumal and Others.**

5. Based on the contentions of the respective parties, submissions made by the learned Advocates for both parties, I have formulate the following Points for my consideration:-

1. Whether the Defendant has made out a ground to strike out the Defendant No.2 by allowing application U/o I Rule 10 (2) of CPC ?
2. What Order?

6. My findings are as follows:-

Point No. 1: - In the Negative.

Point No. 2: - As per my final orders for
the following reasons.

REASONS

7. Point No. 1: - The Defendant No.2 stating that, there is no privity of contract with Plaintiff and Defendant No.2 as the plaintiff has claiming sum of Rs. 67,31,943.94 and certain other reliefs against the Defendant. The Defendant No.2 has not having any privity of contract with plaintiff and even there is no direct communication or direct commercial dealings with plaintiff. Hence, Defendant No.2 is neither proper nor necessary party to the proceedings, Hence, he prayed to allow the application.

8. I have gone through the plaint, documents and objection filed by the plaintiff. Now the plaintiff has filed this suit against the Defendant for supply of manufacturing goods. The Defendant No.1 is a company engaged in manufacturing of laminates. Defendant No.1 supplied its manufactured goods through network of dealers, one such intermediary being Defendant No.2. The Plaintiff have been

undertaking the works for IISC IDR Project at Indian Institute of Science, Bangalore and the concerned work includes "item code. 7.24. Providing fabrication and fixing full height HP Partitions/HPL partition over glass partition/ HPL partition over masonry wall of overall thickness of 100mm with the following specification..." with detailed specifications such as thickness, dry wall fixing method and treatment with fire and acoustic sealant. In this regard, Plaintiff on 01.08.2022 contacted Defendant No.1 with an invitation to offer and sought quotations. On the basis of quotation, the Defendant shared their quotation which was revised on 07.09.2022. The plaintiff has issued purchase order dated 15.02.2023 for Light Grey High Pressure Laminates of 4 mm Thickness for 24,480 sq.ft and Read Oak High Pressure Laminates of 4mm Thickness for 1152 Sq.ft for a total value of Rs. 40,22,686/- to Defendant No.2 under the instructions of Defendant No.1. The Defendant has confirmed that the material will be dispatched and delivered on site by 05th or 06th March 2023.

9. The above such purchase order it clearly reveals that, the Defendant No.2 has involved in direct commercial dealings with the Plaintiff. The purchase order categorically

description of the materials that are to be supplied by the Defendant No.2, the amount that, the plaintiff is required to pay all the terms and conditions which dealing with commercial transactions entered between plaintiff and Defendant No.2. The purchase order has been received and acknowledged by Defendant No.2. Therefore, the Defendant No.2 is claiming nowhere deal and communicated directly in the commercial transaction is in admissible.

10. It is also noted point that, the plaintiff has made certain allegation against the Defendant No.2 as there is a commercial transaction as held through defendant No.2 and which needs evidence to determine the issue. At the stage of evidence, it is not proper to delay of Defendant No.1 in the present suit.

11. The Judgment relied by the Defendant No.2 is entire different as the material received by the Plaintiff is substandard and which effect the work of the plaintiff and who has allegedly loss reputation and goodwill and which cause delay in completing the work. Therefore, the Defendant No.2 has not made out any ground to allow the application. Accordingly, I answer this point in the Negative.

12. Point No.2 : Accordingly, I pass the following;

ORDER

The I.A. No.2 filed by the Defendant No.2 under Order I Rule 10 (2) read with Section 151 of Civil Procedure Code, 1908 is hereby dismissed.

(Dictated to the Stenographer, typed by her, verified and corrected by me and then pronounced by me in open Court on this the **09th day of September 2025**).

**(VIDYADHAR SHIRAHATTI),
LXXXII Addl.City Civil & Sessions Judge,
Bengaluru.**