

ORDER

The applicant has filed present petition against respondent under Section 9 of Arbitration and Conciliation Act, seeking to issue an exparte ad-interim order restraining the respondent, his agents or anybody claiming through him from dispossessing or interfering with the applicant's peaceful possession of the schedule premises. It is further prayed to restrain the respondent from disconnecting or causing disconnection of essential services such as DG Power, electricity, water or access to the schedule premises.

The applicant has filed IA No.1 under Order XXXIX Rule 1 and 2 R/w Sec.151 of CPC seeking to pass an exparte ad-interim temporary injunction directing the respondent, his servants, agents or any persons claiming through or under him from dispossessing or interfering with the applicant's peaceful possession of the schedule B premises and also to restrain the respondent from disconnecting or causing disconnection of essential services such as DG power, electricity, water or access to the schedule B premises, during the pendency of the proposed arbitration proceedings.

In nutshell, it is averred in main petition and affidavit filed in support of above interim application that, the applicant entered into an unregistered Lease Deed dtd.01.06.2023 with the original lessor Dr. G. Neelakanta, for a fixed lease period of five years commencing from 09.07.2023 with an agreed lock-in and termination only in

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accordance with the terms of the lease as found in the lease deed. It is further averred that, though initial lease terms is 11 month, as per the covenant of the lease the total period of lease is fixed for five years as per Clause of lease as found in page no.3 of the agreemen. Further the agreed rent is fixed as Rs.40,000/- at inception and at present the applicant is paying an enhanced rent of Rs.56,000/-. After the induction as tenant and since the schedule B premises was located in terrace, it was vacant bare condition, without any suitable structure, internal partitions, furniture, fixtures or fittings and was not in a ready to use condition for carrying on commercial activity. The premises was essentially an empty shell requiring complete refurbishment and interior development. Upon the assurance of a fixed lease period of five years as stipulated in the lease deed, applicant invested huge amounts of money for refurbishing, modifying and developing the entire floor by providing modern amenities, internal partitions, electrical works, lighting, flooring, false ceiling air conditioning provisions, furniture, fixtures and fittings and interior décor, so as to give the premises an aesthetic and professional look suitable for a fashion design studio. The applicant incurred expenditure a more than Rs.50 Lakhs from her own funds towards modification, interior decoration, furniture and fixtures exclusively for the purpose of running the business from the schedule B premises for the full agreed lease term of five years. The said

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investment was made solely on the bonafide belief and legitimate expectation that applicant would be permitted to peacefully occupy and utilize the premises for the entire lease period and any premature or forcible eviction at this stage would cause applicant irreparable financial loss, permanent damage to business goodwill and destruction of infrastructure which cannot be compensated in terms of money. During the subsistence of the lease, the original lessor without any prior information and notice of attornment, sold the property on 16.01.2026 in favour of the respondent. But shockingly a legal notice was sent intimating the said sale in favour of the respondent with a demand to pay rent to the new owner. Thereafter, to the utmost shock of applicant immediately after purchase, the Respondent issued a legal notice dated 27.01.2026, illegally seeking termination of the subsisting lease, and forcible vacating of the premises within seven (7) days, failing which eviction proceedings were threatened. Further recently respondent also addressed a subsequent email communication dtd.30.01.2026, wherein the Respondent has unilaterally and arbitrarily declared that applicant's tenancy as unauthorised, purported to terminate the lease, and demanded a steeply enhanced rent of Rs.1,50,000/- per month, which is more than double the agreed rent under the registered Lease Deed. It is further averred that, respondent has no contractual or legal authority to unilaterally revise the rent during the

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subsistence of a fixed-term lease, nor can such enhancement be imposed without mutual consent or adjudication. The said demand is coercive, arbitrary, and intended solely to pressurise applicant to vacate the premises. Further in the said email, the Respondent has expressly threatened dispossession and initiation of eviction proceedings and has categorically stated that any occupation beyond the date mentioned by him would be treated as unauthorised and liable for mesne profits and damages. It is further averred that, threats of forcible eviction and coercive rent enhancement clearly demonstrate the Respondent's intention to take law into his own hands and to overreach the agreement, thereby necessitating immediate intervention of this Court under Section 9 of the Arbitration and Conciliation Act, 1996.

It is further averred that, the Respondent has no contractual right to terminate a valid 5-year lease mid-term without following due process under law and mere transfer of ownership does not extinguish the tenancy. The impugned notice granting only 7 days' time is: arbitrary and contrary to the lease terms, violation of settled landlord-tenant law, and an attempt to bypass arbitration. It is further submitted that the conduct of the Respondent clearly indicates imminent threat of:

- a) Illegal dispossession,
 - b) Interference with business operations,
 - c) Disconnection of essential utilities,
 - d) Demanding double the agreed rent etc
- Hence present petition and application.

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At this stage, the applicant in support of her application has produced copy of Latest Trade License issued by BBMP, Copy of Lease Agreement executed between herself and previous owner Dr.G Neelkanta dtd.01.06.2023, which prima facie supports her contention with regard to lease transaction and which also shows the arbitration clause between parties. The applicant has further produced copy of photos of schedule property showing his development by her along with list of investment and expenses incurred by her for improvement of schedule property to suit her business. Most importantly applicant has produced copy of Attornment Notice dtd.24.01.2026 issued by counsel for previous owner and copy of eviction notice dtd.27.01.2026 issued by present owner seeking to vacate schedule property within 07 days. The applicant has further produced copy of email dtd.30.01.2026 addressed by the present owner seeking to revise the rent at Rs.1,50,000/- per month, which prima facie appears to be more than twice rent agreed between previous parties.

Thus these all documents prima facie disclose the existence of lease transaction between applicant and previous owner of schedule property, which is now attorned in favour of respondent. further the above documents clearly show that present respondent intends to vacate the applicant and he has also sought for revising of rent at exorbitant rate. Further the petitioner

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apprehends disconnection of basic amenities to schedule property and imminent threats of her dispossession from it. Under such circumstances it is just and proper to restrain respondent from illegally disposing petitioner and from disconnecting basic amenities to schedule property, till next date of hearing. Hence, following is:

ORDER

Issue ad-interim order of Temporary Injunction against respondent, his servants, agents or any persons claiming through or under him from dispossessing or interfering with the applicant's peaceful possession of the schedule B premises and from disconnecting or causing disconnection of essential services such as DG power, electricity, water or access to the schedule B premises, till next day of hearing.

Petitioner shall comply the procedure under Order 39, Rule 3A and only after compliance of such procedure, office to issue T.I. and certified copy of this Order.

Issue notice on main petition and IA No.2 to Respondent, if PF and copies are furnished, R/by 26.02.2026.

(ANAND T. CHAVAN)

LXXXIV Addl.City Civil & Sessions Judge,
Bengaluru.