

KABC170010372024



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

**This The 23<sup>rd</sup> Day Of April 2026**

**PRESENT:**

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

**Com.Ex.No.286/2024**

**BETWEEN:**

**Sauermilch Design &  
Handels GmBH**

**: DECREE HOLDER**

**AND**

**Southern Sales and Services  
and others**

**: JUDGMENT DEBTOR**

**ORDERS ON I.A.NO.1**

I.A.No.1 filed by DHR under Order XLVII Rule 1  
R/w sec.114 of CPC seeking the review of the order

dated 22.01.2026 passed in this case and consequently hold that the DHR is entitled to recovery of the amount for the JDR in EUROS as decreed in Com.O.S.No.6700/2003 payable at the foreign exchange rate prevailing as on the date of judgment of the Hon'ble High Court of Karnataka in Com.A.P.No.19/2019 i.e., 02.12.2021 in the interest of justice and equity.

**2.** In the accompanying affidavit, it is taken contention that, the com.O.S.No.6700/2003 was decreed in favour of the DHR and JDR has liable to pay a sum of EURO 757,885.42 together with interest thereon at the rate of 8.5% p.a from 15.09.2003 till payment. The claim has been sought by the DHR in EURO. Therefore the decree was in favour and same has been decreed by this court. While Ex.Petition the DHR is seeking the recovery of amount in EUROS and relied judgment of the Hon'ble Supreme Court in Forasol V/s Oil and Natural Gas commission [1984 (Supp) Supreme court Cases] and Renusagar Power Co.Ltd. V/s General Electric Co.[1994 Supp(1) SCC 644] notably JDR has also relied the judgment of

Hon'ble Supreme Court in Meenakshi Saxena and another V/s ECGC Ltd. [(2018) 7 SCC]. This court has relied the judgment and also extract of Forasol judgment. However the date of commencing for recovery of amount has to be considered by conversion date at the time of filing the suit. Hence the ratio laid down in Forasol judgment was not at reversed by Meenakshi Saxena Judgment. Hence filed this application for the review the order passed by this court on 21.01.2026.

**3.** Per contra JDR filed objections stating that the application itself is not maintainable in the eyes of law as there are no errors apparent on the fact of the order dated 22.01.2026 a review sought by DHR is not at arose.

**3.1.** The JDRs respectfully pray that this Court may be pleased to read the statement of objections filed to the EP and the Memos of calculations dated 03.08.2024; 12.02.2026 & 13.03.2026 filed by the JDRs before this Court at different points in time as part and parcel of these objections. The JDRs

reiterate the submissions made there under. The JDR respectfully submits that this Court has rightly passed an order after considering all the judgments placed before this Court by both the parties and the principles laid down there under while passing the order dated 22.01.2026. The said order does not suffer any errors, much less any error on the face of it so as to be reviewed by this Court as sought for by the Decree Holder.

**3.2.** The Interlocutory application under reply is not maintainable as none of the factors as required under Order XLVII Rule 1 or under Section 114 of the Code of Civil Procedure, 1908 are satisfied. The order dated 22.01.2026 passed by this Court is just and proper and has been passed after considering the principles laid down in all the 3 judgments relied upon by both the parties. Taking note of the peculiar circumstances of the above case, this Court has arrived at the conclusion of considering the rate of exchange as on the date of filing of the suit after keeping in mind the admitted fact that there is no agreement between the parties to the contract and the suit and that the DHR

has not reserved its right to claim the rate of exchange as prevailing on the date of the decree and judgment or the date of payment of the decretal amount by the JDRs. In this regard, the JDRs draw the attention of this Court to the conclusions drawn by the Hon'ble Supreme Court of India in the case of ***Meenakshi Saxena & Anr Vs. ECGC Limited-(2018) 7 SCC 479 at Paragraphs 25, 26 & 29.***

**3.3.** The DHR has not complied with any of the requirements indicated by the Hon'ble Supreme Court of India in its judgment rendered in the above mentioned case. Since this Court has passed the order after considering the submissions and the principles laid down by the judgments of the Hon'ble Supreme Court of India, including the one in the case of ***Forasol Vs. ONGC-(1984) Supplementary SC page NO. 263*** relied on by both the parties, there is no error apparent on the face of the record or any other sufficient reason established by the DHR, which necessitates a review of the said Order by this Court and hence this Interlocutory application is liable to be rejected.

**3.4.** The JDRs have made the entire payment as per decree of this Court, both towards the principal amount and the interest and the cost that was ordered to be paid. The JDRs have satisfied the Decree passed in Com.O.S. No. 6700/2003 and in Com.App. No. 19/2019 in its entirety and there is no amount that is due and payable by the JDRs to the DHR. The JDRS further submit that the interest accrued on the deposits have been calculated only up to 31.01.2026 and not thereafter. The JDRs are entitled to receive the extra interest accrued from 01.02.2026 till the date of withdrawal along with Rs. 7,57,828.86/-. Therefore, it is respectfully prayed by the JDRs that this Court may be pleased to direct refund of the said amount to JDRs. Hence, prayed to dismiss the application.

**4.** I have heard the arguments of both sides. Counsel for DHR relied judgment of the Hon'ble High Court of Karnataka dated 22.02.2008 in **Review**

***petition No.310/2007 between Lingamma dead  
by Lrs and others V/s Gangadharaiah.***

**5.** The following Points for my consideration:-

- (1) Whether the DHR made out a grounds to allow the application filed U/O XLVII Rule 1 R/w Sec.114 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 :** - This court has passed order dated 22.01.2026 considering the principles laid down in all three judgments relied upon both parties. Taking into the circumstances and also by taking a consideration of plaintiff by payment of court fee

plaintiff has determined the exchange **EURO X rupees** Therefore the judgment of the Hon'ble Apex Court in ***Forasol and Meenakshi Saxena*** has complied as referred in the Forasol order. Since this court has passed the order considering the submissions and principles laid down in the above said judgments. This court cannot come to conclusion that JDR has made entire payment. However it is kept open for filing the memo on calculation as per the order dated 22.01.2026.

**8.** The judgment relied by the DHR in Smt.Lingamma supra where considered the propositions of law and regard to the law laid down. In the present case there was no any prima-facie apparent order passed by this court and not ignored of any binding principles then there is no any apparent on the phase of this court. Hence the facts and circumstances of the judgment relied by the DHR are entirely different as this court has not committed apparently while passing order on 22.01.2026. Therefore in view of the order and judgment relied by

this court in accordance with law. **Accordingly I answer point No.1 in the Negative.**

**9. Point No. 2:** - Therefore, I proceed to pass the following Order.

**ORDER**

***IA No.1 filed by the DHR U/O  
XLVII Rule 1 R/w Sec.114 of CPC  
is hereby dismissed.***

(Dictated to the Stenographer, typed by her directly on the computer, verified by me and pronounced in the open court on **23<sup>rd</sup> day of April 2026**).

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