ORDER

The plaintiff has filed present suit against defendant seeking the following reliefs:-

a. To restrain the defendants, their agents, anyone claiming under them by way of permanent injunction from operating their food and beverage outlet under the name and style of "Be Luru Craft Kitchen and Bar" on the said premises;

b. To direct the defendants to make payment of Rs.42,19,924/- along with interest at the rate of 24% from the date of suit which is due to have been paid by them under the terms of agreement until the date of termination;

c. To Direct the defendants to make payment of Rs.26,00,000/- per month from the date of suit till realization thereof towards damages being the prevailing commercial potential of the said premises for unauthorized and illegal use and occupation of the said premises;

D. To direct the defendants to pay over the profits earned by sale of beer under the RVB license of the plaintiff towards damages for its unauthorized use from the date of installation of the tap beer system in the said premises.

IA No.1 is filed by plaintiff under Order 39 Rules 1 and 2 R/w Sec.151 of CPC seeking to restrain the defendants, their agents, servants, anyone claiming under them from using the RVB License dtd.15.07.2025 bearing number BURD3389-ARVB issued by Department of Excise, Government of Karnataka belonging to the plaintiff in the food and beverage outlet in the name and style of “Be Luru Craft Kitchen and Bar” on Premises being 8th Floor, Jagadish Hotel, No.10 Sankey Road, next to BDA Office, Bangalore-560020.

IA No.2 is filed by plaintiff under Order 39 Rules 1 and 2 R/w. Sec.151 of CPC seeking to direct the defendants to cease all operations of the establishment named “Be Luru Craft Kitchen and Bar” on the Schedule Premises.

In nutshell, it is averred in the above applications that, plaintiff is absolute owner of all piece and parcel of property bearing No.10, Sankey Road, Next to BDA Head Office, Bengaluru comprising of a multistory building known as Jagadish International Hotel. Plaintiff entered into a Revenue Sharing Agreement with defendants with respect of a food and beverage outlet in the name and style of “Be Luru Craft Kitchen and Bar” ad-measuring 6000 square feet built up area on 8th Floor of the hotel premises. Defendants came into permissive possession of said premises under above agreement and as per terms of said agreement, defendants were liable to pay certain share of revenues, subject to an agreed minimum amount, as well as fixed and agreed monthly charges to plaintiff. Plaintiff raised invoices on defendants for such revenues and charges for each and every month, but defendants have not paid such revenues and charges regularly on time or in full. Such outstanding amount attracts interest at the rate of 24% per annum from date of invoice till realization. On 16.11.2025, the Excise Department performed a surprise inspection and found violations including unaccounted alcohol which was not procured by Government Depot as mandated by Excise Laws. The plaintiff was shocked to learn that defendants have been unlawfully procuring alcohol from retail sources rather than Government Depot, which lead to seizure of unaccounted liquor stock and closure of said premises and leading to heavy losses to the business as well as damage to reputation of plaintiff.

In addition to it, despite plaintiff having authorized defendants to use the CL7 License in the Agreement, defendants illicitly procured plaintiff’s RVB License copy from third parties and proceeded to present the same to get RVB System or draft beer taps installed for the sale of such beer in said premises without plaintiff’s knowledge or consent. Further despite plaintiff issuing notice to defendants to cure such blatant breach, defendants only made bald excuses and did not take steps to uninstall the same. It is further averred that defendants are in due of unpaid monthly amount and other charges for utilization of electricity, generator, water, lift etc., in the fit out period of August and September 2024, prior to opening of the outlet. Hence defendants have committed repudiatory breach of the agreement on account of their illegal and unlawful acts and they owe large sum to plaintiff. Thereafter plaintiff issued notice dtd.21.11.2024 to the defendants terminating the Revenue Share Agreement and called upon them to cease operations and to handover the said premises and also to pay damages. After receiving of notice, defendants have issued untenable reply, but they are neither paying monthly damages nor clearing out the above premises. Hence defendants are in unlawful occupation of the premises and plaintiff apprehends that defendants may commit further breaches by continuing the above business in said premises. Hence present suit and above applications.

In support of its case, plaintiff has produced copy of its GST certificate, Deed of Partnership, Revenue documents of Schedule Premises. Plaintiff has further produced copy of Revenue Share Agreement dtd.05.08.2024 executed between themselves and defendants, Invoices raised by plaintiff towards amount due under above agreement, copies of CL7 License, RVB License standing in the name of plaintiff, photographs showing alleged acts of illegal sale of liquor procured from other sources and alleged acts of violation of Revenue Share Agreement by installing beer taps with alleged illegal use of RVB License of plaintiff. The plaintiff has also produced email communication copies, copy of

Termination Notice issued by it to defendants with daily sale reports. These documents prima facie disclose existence of Revenue Sharing Agreement between plaintiff and defendants for running aforesaid establishment by name “Be Luru Craft Kitchen and Bar” in schedule premises belonging to plaintiff on specific terms and conditions and revenue or other charges payable to plaintiff from time to time. Further the above documents prima facie discloses alleged usage of RVB License of plaintiff by defendants in violation of Revenue Sharing Agreement, which has to be decided in detail. If defendants are not prevented from unlawfully using aforesaid RVB License of plaintiff in violation of above agreement, the right of plaintiff will be defeated and it will be put to irreparable loss, which cannot be compensated by any means. Hence plaintiff has made out ground for restraining defendants from using said license as prayed for in IA No.1 till next date of hearing. As far as relief claimed under IA No.2 is concerned, admittedly the materials disclose that, defendants have made part payments towards their dues under Revenue Sharing Agreement and the violation of Excise Rules by illegal procurement of liquor from other sources has to be ascertained with opportunity to otherside. Under such circumstances it is not just and proper to restrain defendants from ceasing all operations of the establishment “Be Luru Craft Kitchen and Bar” without affording an opportunity to defendants of being heard.

Hence following is:-

ORDER

Issue an ad-interim ex-parte order of temporary injunction restraining defendants, their agents, servants, anyone claiming under them from using the RVB License of plaintiff dated 15.07.2025 bearing number BURD3389-ARVB issued by Department of Excise, Government of Karnataka in the food and beverage outlet by name and style of "Be Luru Craft Kitchen and Bar" situated at 8th Floor, Jagadish Hotel, No.10 Sankey Road, next to BDA Office, Bangalore-560020, till next date of hearing.

Plaintiff shall comply with provisions of Or.39 Rule 3(A) of CPC and only after compliance of such provision certified copy TI shall be issued to plaintiff.

Issue notice on IA No.1 and 2 and suit summons to defendants, if PF and copies are furnished, R/by 02.02.2026.

(ANAND T. CHAVAN)
LXXXIV Addl.City Civil & Sessions Judge,
Bengaluru.