

*Kavita S.J.*

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION**

**COMMERCIAL APPEAL FROM ORDER (St.) NO.2307 OF 2026**

**Punjab National Bank**

**...Appellant**

***Versus***

**Meena Mahesh Adani & Ors.,**

**...Respondents**

**AND**

**COMMERCIAL APPEAL FROM ORDER (St.) NO.2309 OF 2026**

**Punjab National Bank**

**...Appellant**

***Versus***

**Reeta Vasant Doshi & Ors.,**

**...Respondents**

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Mr. Nishit Dhruva a/w Ms. Niyati Merchant, Mr. Yash Dhruva, Mr. Harsh Sheth i/b MDP Legal for Appellant in both COMAO.

Mr. Siddha Pamecha a/w Ms. Neha Jasuja i/b Thodur Law Associates for Respondent Nos. 1, 2, 3 and 4 in IA No.1799/2026 & IA No.1818/2026.

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**CORAM : R.I. CHAGLA AND  
ADVAIT M. SETHNA, JJ.**

**DATED : 1ST APRIL, 2026.**

KAVITA  
SUSHIL  
JADHAV

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**COMMON ORDER :**

1. By a separate order we have condoned the delay in filing of the Commercial Appeals from Order and restored the Commercial Appeals from Order to the file of this Court.

2. Mr. Nishit Dhruva, learned Counsel appearing for the Appellant has referred to the impugned Order dated 31<sup>st</sup> January, 2025 which had been passed in the Commercial Suit (L) No.05 of 2025 filed by the Respondents *inter alia* challenging recovery measures initiated by the Appellant – Bank. This was pursuant to an Order dated 23<sup>rd</sup> October, 2024 passed by the DRT – II, Mumbai in Interim Application No.2131 of 2024 whereby prayer for interim relief sought for by the Respondents was rejected.

3. Mr. Dhruva has submitted that under Section 34 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act”) no Civil Court shall have jurisdiction to entertain any Suit or proceeding in respect of any matter which the Appellate Tribunal is empowered to determine by or under this Act and no injunction shall be granted by any Court in respect of any action taken or to be taken in pursuance

of any power conferred by or under this Act. He has submitted that the City Civil Court inspite of the bar under the said Section 34 has entertained the Commercial Suit and passed the impugned order granting ad-interim relief in terms of prayer Clause (a) and (b) of the Notice of Motion filed by the Respondents.

4. Mr. Dhruva has relied upon the Judgment of the Supreme Court in *Authorised Officer, State Bank of India Vs. Allwyn Alloys Private Limited and Ors.*,<sup>1</sup> wherein the Supreme Court has held that as per the mandate of Section 34 read with Section 13 of the SARFAESI Act no Civil Court can exercise jurisdiction to entertain any Suit or proceeding in respect of any matter which a DRT or DRAT is empowered by or under this Act to determine and no injunction can be granted by any Court or Authority in respect of any action taken or to be taken in pursuance of any power conferred by or under the Act. He has accordingly sought for setting aside of the impugned Order dated 31<sup>st</sup> January, 2025.

5. Mr. Pamecha, learned Counsel appearing for the Respondents has submitted that the City Civil Court by the impugned Order dated 31<sup>st</sup> January, 2025 directed mediation under Section 12A

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<sup>1</sup> (2018) 8 SCC 120

of the Commercial Courts Act, 2015 and had provided that in the event mediation fails, then till the reply to Notice of Motion is filed and Notice of Motion becomes ready for argument, the Defendants shall mention status quo as per prayer Clause (a) and (b) of the Notice of Motion. He has submitted that the process of mediation had been initiated. It is pertinent to note that the mediation failed. He has submitted that First Commercial Appeals from Order which had been filed by the Appellant had been withdrawn unconditionally. He has submitted that in view thereof, the captioned Appeals from Order could not have been filed.

6. Having considered the submissions, we find from the face of the impugned Order dated 31<sup>st</sup> January, 2025 that the Commercial Court could not have entertained the Commercial Suits filed by the Respondents having come to a conclusion that mediation under Section 12A of the Commercial Courts Act was required to be exhausted. This is apart from the submission of the Appellant that the Commercial Suits were barred under Section 34 of the SARFAESI Act.

7. The Supreme Court in *M/s Patil Automation Private*

*Limited & Ors., Vs. Rakheja Engineers Private Limited*<sup>2</sup> has held Section 12A of the Commercial Courts Act, 2015 to be a mandatory provision and unless the Commercial Suit contemplates urgency, it shall not be instituted till the pre-institution mediation is exhausted. In the present case, the City Civil Court in passing of the impugned Order dated 31<sup>st</sup> January, 2025 has found that pre-institution mediation under Section 12A of the Commercial Courts Act was required to be exhausted. Having so found the Court could not have entertained the Commercial Suit and granted ad-interim relief.

8. In these circumstances, we do not find merit in the submission of Mr. Pamecha for the Respondent that once the Appeal from Order filed by the Appellant, had been withdrawn unconditionally, the present Commercial Appeals from Order could not have been filed. This Court exercising Appellate jurisdiction, can set aside the impugned order passed by the Court below, when on the face of it, it has been passed contrary to Section 12A of the Commercial Courts Act, 2015 and the settled law laid down by the Supreme Court.

9. We accordingly, allow the present Commercial Appeals

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<sup>2</sup> 2022 INSC 841

from Order and set aside the impugned Order dated 31<sup>st</sup> January, 2025. There shall be no orders as to costs.

10. The Interim Applications, if any, filed in the Commercial Appeals from Order do not survive and are disposed of.

**[ADVAIT M. SETHNA, J.]**

**[R.I. CHAGLA, J.]**