



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 22ND DAY OF APRIL, 2026

BEFORE

THE HON'BLE MRS. JUSTICE K.S. HEMALEKHA

MISCELLANEOUS FIRST APPEAL NO.178 OF 2026 (CPC)

BETWEEN:

SRI G.V. SATISH REDDY @ G.V. SATISH
S/O G.T. VENKATSWAMY REDDY,
AGED ABOUT 59 YEARS,
R/AT GUNJUR VILLAGE & POST,
VARTHUR HOBLI,
BENGALURU EAST TALUK,
BENGALURU URBAN DISTRICT.

...APPELLANT

(BY VIVEK S. REDDY, SENIOR ADVOCATE FOR
SRI SATHISHA D.J., ADVOCATE)

AND:

1. SMT. SUDHA
W/O LATE G.V. NAGARAJA REDDY,
AGED ABOUT 57 YEARS,
2. SMT. DRUTHI G.N.
D/O LATE G.V. NAGARAJA REDDY,
AGED ABOUT 31 YEARS,
3. KUM. RASHMI G.N.
D/O LATE G.V. NAGARAJA REDDY,
AGED ABOUT 26 YEARS,

RESPONDENT NOS.1 TO 3 ARE
R/AT GUNJUR VILLAGE, GUNJUR POST,
VARTHUR HOBLI,
BENGALURU EAST TALUK,
BENGALURU URBAN DISTRICT.





4. SRI G.M. THIMMA REDDY,
S/O G.T. MARISWAMY REDDY,
AGED ABOUT 63 YEARS,
R/AT CHAITHANYA SHARAN,
BEHIND VIJAYA BANK,
VARTHUR MAIN ROAD, GUNJUR POST,
BENGALURU-560 087.

...RESPONDENTS

(BY SMT. RESHMA THAMMAIAH, ADVOCATE FOR C/R-4)

THIS MFA IS FILED UNDER ORDER 43 RULE 1(r) OF THE CPC AGAINST THE ORDER DATED 10.10.2025 PASSED ON I.A.NO.1 IN O.S.NO.687/2024 ON THE FILE OF THE PRL. SENIOR CIVIL JUDGE, BENGALURU RURAL DISTRICT, BENGALURU, ALLOWING THE I.A.NO.1 FILED UNDER ORDER 39 RULE 1 AND 2 R/W SECTION 151 OF CPC, 1908.

THIS APPEAL COMING ON FOR ADMISSION, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MRS. JUSTICE K.S. HEMALEKHA

ORAL JUDGMENT

The appellant-defendant No.4 has filed the present Miscellaneous First Appeal challenging the order dated 10.10.2025 passed on I.A.No.1 in O.S.No.687/2024 on the file of the Court of Principal Senior Civil Judge and JMFC, Bengaluru Rural District, Bengaluru ('the Trial Court' for short), whereby the Trial Court by the impugned order has restrained the defendants from alienating the suit schedule property. During the pendency of the appeal, the appellant



has filed affidavit placing certain undertakings before this Court.

Brief facts:

2. The suit is one for partition and separate possession seeking half share in the suit schedule property. The plaintiff asserts joint ownership based on a sale deed of the year 1973, whereas the appellant maintains exclusive possession and enjoyment of several years and disputes the plaintiff's claim.

3. Heard Sri Vivek S Reddy, learned Senior Counsel for the appellant and Ms. Reshma Thammaiah, learned counsel for caveator/respondent No.4.

4. The appellant has filed a memorandum of affidavit seeking permission to handover the management of the School that has been running in the suit schedule property for about 15 years to Sri Vijayakumar who is running Crest Wood High and who is the Chairman of CSR Educational Trust. The change of management sought by



the appellant is due to the ill health of his wife and it has become necessary to entrust the management to another entity. The appellant at paras 2, 3, 4, 5, 6 as stated as under :

"2) It is submitted that I am seeking permission of this Hon'ble Court to lease the school premises and to handover the management to Sri. Vijaykumar who is running Crest Wood High. It is submitted that the said school is a reputed chain of schools with a number of branches nearby Dommasandra which is at a small distance from the existing branch.

3) It is submitted that due to the present litigation and constant pin-pricks and disturbance, around ninety seven children left the school in the past two academic years and there are very few fresh admissions. This is due to the rumours spread about the pendency of the present litigation. Further, due to the fact that my wife is not keeping well and she has to take care of the family we thought it is necessary to handover the school to another management so that the name and reputation of the school and the entire infrastructure is preserved and the running school is saved. There



is a large number of staff who are dependent on the school for their livelihood.

4) It is submitted that in order to safeguard the school we have co-opted the name of Crest Wood High and only after due permission from the authorities we will be registering the lease deed after due permission of the court.

5) It is submitted that Crest Wood High is run by one K.C. Vijaykumar. We have not yet entered into any lease deed in favour of Crest Wood High. The use of the name is subject to next academic year in order to bring back the students who have left the school. Till date, there is no transaction with Crest Wood High. Therefore, in view of the condition of the school and in order to save the school, it is necessary to permit the Appellant-Defendant to lease the schedule property and assign the management in favour of the Sri. Vijaykumar who runs CSR Educational Trust at 4/A, 8th Block, Koramangala Village, Koramangala, Bengaluru - 560095. I seek permission of this Hon'ble Court to permit me to rent/lease the property to CSR Educational Trust represented.

6) I submit that I will not sell/mortgage or take any loans over the schedule property nor alienate in any manner except to the extent of the lease



permitted by this Hon'ble Court. Wherefore, I most humbly pray that this Hon'ble Court permit me to lease out the schedule property."

(Emphasis supplied)

5. The appellant has undertaken :
 - i. Not to sell, mortgage or create an encumbrance over the suit schedule property.
 - ii. Not to enter into any joint development or similar arrangement.
 - iii. Lease the premises only for the limited purpose of running the school.
 - iv. To abide by the result of the suit and orders of the Court.

6. In view of the above undertaking, this Court is of the view that the apprehension of alienation expressed by the plaintiff/respondent stands sufficiently addressed. At the same time, the continued operation of an educational institution cannot be unnecessarily impeded. Therefore, a balance is required to be struck so as to protect the subject matter of the suit while permitting



bona fide use of the property. Accordingly, the appeal is ***disposed of*** in the following terms:

- i. The order of the Trial Court restraining alienation of the suit schedule property shall stand modified to the extent that:
 - a. The appellant shall not sell, mortgage, encumber or create third party rights in respect of the ownership of the suit schedule property.
 - b. The appellant is permitted to lease the premises and to entrust/assign the management of the School to a third party as stated in paras 2 and 5 strictly for educational purposes and subject to the result of the suit.
 - c. Any such lease or arrangement shall be without prejudice to the right of the parties and no equity shall be claimed by the appellant on that basis.



- d. The appellant shall strictly adhere to the undertaking given in the affidavit which will form part and parcel of this order.
- ii. It is made clear that the arrangement made herein is only an interim measure and shall not affect the merits of the suit.

Sd/-

JUSTICE K.S. HEMALEKHA

CKL
List No.: 1 Sl No.: 45