



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF FEBRUARY, 2026

PRESENT

THE HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE

AND

THE HON'BLE MR. JUSTICE C.M. POONACHA

COMMERCIAL APPEAL NO. 112 OF 2026

BETWEEN:

1. M/S PURE SPIRITS
A PARTNERSHIP FIRM CONSTITUTED
UNDER THE PROVISIONS OF THE
INDIAN PARTNERSHIP ACT, 1932
HAVING ITS REGISTERED OFFICE
AT 70B, PURNA DAS ROAD
1ST FLOOR, P.O. SARAT BOSE ROAD
P.S. RABINDRA SAROBAR
KOLKATA, WEST BENGAL - 700 029

ALSO HAVING PLACE OF BUSINESS AT:
HYATT REGENCY KOLKATA
JA-1, SECTOR-3, SALT LAKE CITY
KOLKATA - 700 106

REPRESENTED BY ITS PARTNER
MR. RAHUL DAS
BEING THE AUTHORIZED SIGNATORY

2. MR. RAHUL DAS
PARTNER, M/S PURE SPIRITS
S/O MR. RAKHAL DAS
AGED ABOUT 32 YEARS
R/AT ZELIANGRONG VILLAGE
WARD NO.18, DIMAPUR
NAGALAND - 797 117





3. MR. ASHISH KUMAR DEB
PARTNER
M/S PURE SPIRITS
S/O LATE MR. SUKHOMOY DEB
AGED ABOUT 53 YEARS
R/AT HOUSE NO. 349 P
WOMEN COLLEGE ROAD
DIMAPUR, NAGALAND - 797 112

...APPELLANTS

(BY SRI ARNAB CHAKRABORTY, ADVOCATE FOR
SRI SURAJ S., ADVOCATE)

AND:

1. M/S RAT ENTERPRISES PVT. LTD.
A COMPANY INCORPORATED UNDER
THE PROVISIONS OF COMPANIES ACT, 2013
HAVING ITS REGISTERED OFFICE AT
5A, 3RD FLOOR, RK PLAZA
80 FT. ROAD, RMV 2ND STAGE
BANGALORE
KARNATAKA - 560 094
REPRESENTED BY ITS DIRECTOR
MR. ROHIT MALHOTRA

...RESPONDENT

(BY SMT. POONAM PATIL, ADVOCATE)

THE COMAP IS FILED UNDER SECTION 13 (1-A) OF COMMERCIAL COURT ACT, READ WITH SECTION 37(1) (b) OF THE ARBITRATION AND CONCILIATION ACT, 1996 PRAYING TO SET ASIDE THE EX-PARTE AD-INTERIM ORDER DATED 06.02.2026 PASSED IN COM.A.A NO.46/2026 BY THE LEARNED LXXXIII ADDITIONAL CITY CIVIL AND SESSIONS JUDGE (BENGALURU) COMMERCIAL COURT, CCH-84 BY DINT OF WHICH THE BANK ACCOUNTS OF THE APPELLANTS HAVE BEEN FROZEN AND THE APPELLANTS HAVE ALSO BEEN RESTRAINED FROM CHANGE OFFING THE BRAND NAME "PLAY BOY" IN THE VENUE AT "THE HYATT REGENCY" KOLKATA & ETC.

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



CORAM: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE
and
HON'BLE MR. JUSTICE C.M. POONACHA

ORAL JUDGMENT

(PER: HON'BLE MR. VIBHU BAKHRU, CHIEF JUSTICE)

1. The appellants have filed the present appeal under Section 37(1)(b) of the Arbitration and Conciliation Act, 1996 [**A&C Act**] impugning an *ex parte* order dated 06.02.2026 [**impugned order**] passed by the learned LXXXIII Additional City Civil and Sessions Judge, Bengaluru (CCH-84) [**Commercial Court**] in COM. AA 46/2026. The respondent has filed the said petition under Section 9 of the A&C Act, seeking interim measures of protection. By the impugned order, the learned Commercial Court has restrained the appellants from changing the brand name of 'Playboy' used at the current venue at 'The Hyatt Regency', Kolkata, JA-1, JA Block, Sector 3, Bidhannagar, Kolkata, West Bengal. Additionally, the learned commercial court has restrained the appellants from operating, withdrawing, transferring or otherwise dealing with the specific bank accounts bearing bank account Nos.73610000209990 and 09090200001637 maintained with Bank of Baroda, Barbari Road Branch, Guwahati and the



current bank account bearing No.110305002235 maintained with ICICI Bank, Salt Lake Sector-III Branch, Kolkata.

2. It is clear from the above that the import of the impugned order is very wide and has the propensity to bring the business of the appellants to a complete stop.

3. The learned counsel appearing for the appellants submits the appellant firm is a sub-franchise of the respondent, who claims to be a franchisee of the brand 'Playboy' under a Master Franchise Agreement. He submits that it is now discovered that the Master Franchise Agreement may not be operative and there is a serious dispute whether the respondent – company is a franchisee of the proprietor of the brand. He submits that the respondent also wears another hat of being a partner of the appellant firm. The respondent claims 7% of the gross proceeds as royalty fee, which works out to approximately ₹12 to 13 lakhs per month. He submits that the respondent has also entered into agreements with other parties under which the said parties pay only approximately a sum of ₹6 lakhs per month. He submits that given the uncertainty involved in carrying on the business as a franchisee, the appellant is not willing to proceed with the said business. He submits that the



appellants cannot be compelled to carry on a business, which they do not intend to.

4. The learned counsel appearing for the respondent submits that if the appellants are permitted to change their brand, the respondent would be put to loss of a brand fees of ₹1 crore paid by the respondent.

5. It is apparent from the above that the disputes involve rival monetary claims. However, the appellants' bank accounts cannot be frozen solely on that ground. Thus, the impugned order to the effect that it compels the appellants from using a particular brand also requires consideration.

6. Given the nature of the disputes, *prima facie*, we are unable to accept that an *ex parte* order of such wide import is sustainable.

7. At this stage, the learned counsel for the parties state that since the matter is listed before the learned Commercial Court on 02.03.2026, the impugned order may be set aside with liberty to the parties to advance their submissions before the learned Commercial Court.



8. We, accordingly, set aside the impugned order.
9. The appellants shall file their statements of objections, if any, before the next date of hearing. We request the learned Commercial Court to dispose of the application under Section 9 of the A&C Act as expeditiously as possible.
10. The appeal is disposed of in the aforesaid terms.
11. The pending interlocutory application also stands disposed of.

**Sd/-
(VIBHU BAKHRU)
CHIEF JUSTICE**

**Sd/-
(C.M. POONACHA)
JUDGE**