

THE HONOURABLE SRI JUSTICE RAVI NATH TILHARI
&
*** THE HON'BLE SRI JUSTICE MAHESWARA RAO**
KUNCHEAM
+ COMCA Nos.29 & 30 OF 2025

% 22.01.2026
+COMCA No.29 OF 2025

1.The Visakhapatnam Port Authority, rep. by its Chairman
 2. The Chief Engineer, Visakhapatnam Port
 Authority...Appellants.

And:

\$ M/s. Vishwanadh Avenues (India) Private Limited, rep. by its
 Managing Director, Boddeti Narendra Kumar.

....Respondent.

+ COMCA No.30 OF 2025

1.The Visakhapatnam Port Authority, rep. by its Chairman
 2. The Chief Engineer, Visakhapatnam Port Authority.

.....Appellants.

And:

\$ M/s. Vishwanadh Sports and Convention Private Limited, rep.
 by its Managing Director, Boddeti Narendra Kumar.

....Respondent.

!Counsel for the appellants : Sri Ravi Teja Padiri

^Counsel for the respondent : Sri Dammalapati Srinivas,
 Advocate General, assisted by Sri S.V.S.S.
 Siva Ram

<Gist:

>Head Note:

? Cases referred:

- 1.2020 LawSuit (del) 837
- 2.(2025) 10 SCC 176
- 3.(1994) 2 SCC 266
- 4.1990 SCR (3) 744
- 5.(2006) 3 SCC 312
- 6.(2010) 4 SCC 785
- 7.(1978) 1 SCC 405

HIGH COURT OF ANDHRA PRADESH

*** * * ***

COMCA Nos.29 & 30 OF 2025

DATE OF JUDGMENT RESERVED : 06.01.2026
DATE OF JUDGMENT PRONOUNCED : 22.01.2026
DATE OF JUDGMENT UPLOADED : 22.01.2026

SUBMITTED FOR APPROVAL:

THE HON'BLE SRI JUSTICE RAVI NATH TILHARI

&

THE HON'BLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

1. Whether Reporters of Local newspapers Yes/No
may be allowed to see the Judgments?
2. Whether the copies of judgment may be Yes/No
marked to Law Reporters/Journals
3. Whether Your Lordships wish to see the Yes/No
fair copy of the Judgment?

RAVI NATH TILHARI, J

MAHESWARA RAO KUNCHEAM, J

THE HON'BLE SRI JUSTICE RAVI NATH TILHARI
&
THE HON'BLE SRI JUSTICE MAHESWARA RAO KUNCHEAM
COMCA Nos.29 & 30 OF 2025

COMMON JUDGMENT: per the Hon'ble Sri Justice Ravi Nath Tilhari:

1. Heard Sri Ravi Teja Padiri, learned counsel for the appellant and Sri Dammalapati Srinivas, learned Advocate General along with Sri S.V.S.S.Siva Ram, learned counsel for the respondent.

I. Facts:

2. The respondent, M/s.Vishwanadh Avenues India Private Limited, represented by its Managing Director, filed C.AO.P.No.37 and C.AO.P.No.38 of 2025 before the learned Court of Special Judge for Trial and Disposal of Commercial Disputes at Visakhapatnam (in short 'the Special Judge'), seeking interim measure under Section 9 of the Arbitration and Conciliation Act, 1996 (in short 'the Act, 1996').

3. The 1st appellant, the Visakhapatnam Port Authority, represented by its Chairman (respondent in CAOP) filed counter and the 2nd appellant, the Chief Engineer, Visakhapatnam Port

Authority, filed the adoption memo adopting the same counter-affidavit.

4. C.A.O.P.Nos.37 and 38 of 2025 are pending before the learned Special Judge and are fixed for 27.01.2026 'for orders'.

5. The challenge made in the aforesaid two appeals is to the orders dated 19.12.2025 passed separately but to the same effect in both the C.A.O.P(s).

6. The order dated 19.12.2025 reads as under:

" Rule 32 petition along with authorization filed by respondent and the same is allowed.

Counter of R1 and adoption memo of R2 filed. Heard learned counsel for petitioner.

Heard learned counsel for respondents in part.

For further arguments on behalf of respondents call on 22.12.2025.

Parties shall maintain status quo ante as on the date of filing of this petition till 22.12.2025."

7. A lease was granted by the 1st appellant, the Visakhapatnam Port Authority, to the respondent for a period of ten years from 02.02.2024 vide document No.676/2024 dated 02.02.2024, for VPA's Kalvani A/c Auditorium with an extent of 14569 sq.m and 5212 sq.m built up area in Nehru Sports and Cultural Complex at Salagrampuram on annual rent basis.

8. On the ground that there were violations of the terms and conditions of the lease agreements, show cause notices were issued, which were replied by the respondent. The Visakhapatnam Port Authority, sought to invoke the bank guarantee furnished by the respondent. This was challenged by the respondent in W.P.No.20280 of 2025 and W.P.No.20282 of 2025. The learned Single Judge granted interim order dated 01.08.2025 restraining the appellants from encashing the bank guarantee, if already not encashed, for a limited period. The respondent was also permitted to operate regular activities as per the lease agreement.

9. The interim order dated 01.08.2025 was challenged in W.A.No.971 of 2025 and W.A.No.972 of 2025 by the appellants. Those Writ Appeals were disposed of by order dated 08.09.2025, without interfering with the interim orders at that stage, but clarifying that the appellants would be at liberty to pass appropriate orders pursuant to the show cause notices and the replies submitted by the respondent. The pendency of the writ proceedings was held not to be a bar and in case of the decision of the concerned authority being adverse to the respondent, it

was kept open for the respondent to resort to the remedies available under law.

10. The bank guarantee is said to have been invoked and the amount appropriated towards the outstanding dues.

11. The termination notice dated 10/11.09.2025 was also issued demanding to vacate the subject property by 11.12.2025 exercising the right of re-entry.

12. The respondent then filed W.P.No.33535 of 2025, assailing the termination notice but withdrew that writ petition with liberty to pursue its remedy, as per the registered lease deed. The writ petition was dismissed as withdrawn with the said liberty, vide order dated 04.12.2025.

13. Thereafter, the C.A.O.P.Nos.37 and 38 of 2025 were filed under Sections 9 of the Act, 1996 before the learned Special Judge, Visakhapatnam.

Order in C.A.O.P(s) by Special Judge:

14. In C.A.O.P(s), the learned Special Judge passed the following orders dated 10.12.2025, 17.12.2025, 19.12.2025, 22.12.2025 and 24.12.2025:

“10.12.2025:

Sri MKS, learned advocate for petitioner is present. Sri S.Arun Dev, learned advocate filed vakalat on behalf of respondent. Heard both sides. Parties shall act in accordance with the terms of the lease deed dt.02.02.2024. For counter and arguments call on 23.12.2025.

17.12.2025:

Both counsels present. IA 342/2025 is disposed of. For counter and hearing call on 19.12.2025...IA 342/2025- Heard both sides. Perused the record. In view of the grounds urged by petitioner CAOP 37/2025 is advanced from 23.12.2025 to 19.12.2025.

19.12.2025:

“Rule 32 petition along with authorization filed by respondent and the same is allowed. Couter of R1 and adoption memo of R2 filed. Heard leaned counsel for petitioner. Heard learned counsel for respondents in part. For further arguments on behalf of respondents call on 22.12.2025. Parties shall maintain status quo ante as on the date of filing of this petition till 22.12.2025.”

22.12.2025:

“Learned counsels for both the parties are present. Sri SAD filed memo along with documents. Heard Sri S.Arun Dev, learned counsel for respondent. For reply call on 24.12.2025. Interim order passed on 19.12.2025 is extended till 24.12.2025 as submissions made by both parties should be considered properly and to protect property in dispute. Call on 24.12.2025.”

24.12.2025:

“Written arguments filed on behalf of respondent. Exs.P1 to P20 and Exs.R1 to R13 marked. Heard reply arguments on behalf of petitioner. Interim order dated 19.12.2025 is extended till 27.01.2026. Even though Sri S.Arun Dev, learned counsel for respondent opposed extension of same, interim order is extended till 27.01.2026 to preserve the property pending disposal of this application keeping in view the various contentions raised by both parties in law and on facts. For orders call on 27.01.2026.”

Under Challenge is order dated 19.12.2025:

15. The main petitions CAOP Nos.37 & 38 of 2025 under Section 9 of the Act, 1996 are pending before the learned Special Judge, for decision/orders fixed for 27.01.2026. The order under challenge in these appeals is dated 19.12.2025. The same has been extended, which stands extended till 27.01.2026.

II. Submission of the learned counsel for the appellants:

16. Learned counsel for the appellants submitted that the impugned order dated 19.12.2025 'to maintain status quo ante as on the date of filing of the petition' could not be passed at the ad-interim stage. He submitted that even no reasons have been assigned for passing an order of the 'status quo ante'. The order cannot be sustained.

17. Learned counsel for the appellants further submitted that the possession had already been taken from the respondent and the appellant is in possession.

18. Learned counsel for the appellant placed reliance in **CRSC Research and Design Institute Group Co. Ltd v. Dedicated Freight Corridor Corporation of India Limited**¹.

Submission of the learned Advocate General for respondent:

19. Learned Advocate General for the respondent submitted that the learned Special Judge had passed an order on 10.12.2025 that the parties shall act in accordance with the terms of the lease dated 02.02.2024. The appellants acting contrary to the terms of the lease deed resorted to possession and so order dated 19.12.2025 is justified.

20. Learned Advocate General submitted that after the order dated 19.12.2025 of the 'status quo ante', the respondent obtained possession and presently is in possession, which he submitted was evidenced by the documents annexed with the memo dated 06.01.2026.

21. Learned Advocate General placed reliance in **Jindal Steel and Power Limited v. Bansal Infra Projects Private Limited**².

¹ 2020 LawSuit (del) 837

² (2025) 10 SCC 176

III. Point for determination:

22. The point for consideration in three appeals is the legality or otherwise of the impugned order dated 19.12.2025.

IV. Analysis/consideration:

23. We have considered the aforesaid submissions and perused the material on record including the memo(s) dated 06.01.2026 filed by both the sides.

24. Before proceeding, we may mention that the office/Registry raised objection with respect to the maintainability of the appeal against the order dated 19.12.2025, pending the petitions under Section 9 of the Act, 1996. The same was overruled and the appeal was held maintainable vide order dated 23.12.2025.

25. The impugned order dated 19.12.2025 is an ad-interim direction to maintain status quo ante on the date of the petition under Section 9 of the Act, 1996.

26. We make it clear that as the main petitions are pending, we would not enter into the merits of the case either way to hold whether the case for grant of the interim measures under Section 9 of Act, 1996 is or is not made out. At present it lies within the domain of the learned Special Judge to consider the same in

accordance with law. We shall confine our order only with respect to the impugned order dated 19.12.2025 and that too to the limited extent, whether an ad-interim mandatory injunction, directing 'to maintain *status quo ante* as on the date of the petition under Section 9 of the Act, 1996' could be legally passed and is sustainable.

Status quo:

27. The expression '*status quo*' in ordinary legal connotation implies the existing state of things in a given point of time.

28. In **Satyabrata Biswas and others vs. Kalyan Kumar Kisku and others**³, the Hon'ble Apex Court considered the expression 'Status Quo' as following in paras 19 to 21:

"19. In Wharton's Law Lexicon, 14th Edn. at p. 95 1, status quo has been defined as meaning:

"The existing state of things at any given date; e.g., Status quo ante bellum, the state of things before the war."

20. According to Black's Law Dictionary, 6th Edn. the relevant passage occurs:

"The existing state of things at any given date. Status quo ante bellum, the state of things before the war. 'Status quo' to be preserved by a preliminary injunction is the last actual, peaceable, uncontested status which preceded the pending controversy."

21. This Court in [Bharat Coking Coal Ltd. v. State of Bihar](#)⁴ stated thus: (SCC p.398, para 5) "According to the ordinary legal

³ (1994) 2 SCC 266

connotation, the term status quo' implies the existing state of things at any given point of time."

'Status Quo ante':

29. '*Status quo ante*' would certainly mean the state of things before the things existing at a given point of time. To maintain 'status quo ante' is to disturb the existing state of things and to restore the previous state of things.

30. Such orders of 'status quo ante' are not to be passed lightly and certainly not for no reasons assigned in the order. The order must contain justifiable reasons for an ad-interim order in the nature of mandatory injunction.

31. In ***Kishore Kumar Khaitan v. Praveen Kumar Singh***⁵, the Hon'ble Apex Court held that an interim mandatory injunction is not a remedy that is easily granted. It is an order that is passed only in the circumstances which are clear and the prima facie materials clearly justify a finding that the status quo has been altered by one of the parties to the litigation and the interests of justice demand that the 'status quo ante' be restored by way of an interim mandatory injunction. Para No.6 of ***Kishore Kumar Khaitan*** (supra), is as follows:

⁴ 1990 SCR (3) 744

⁵ (2006) 3 SCC 312

“6. An interim mandatory injunction is not a remedy that is easily granted. It is an order that is passed only in circumstances which are clear and the prima facie materials clearly justify a finding that the status quo has been altered by one of the parties to the litigation and the interests of justice demanded that the status quo ante be restored by way of an interim mandatory injunction.”

Reasons are life of law:

32. The order dated 19.12.2025 as reproduced above makes it evident that any reason has not been assigned for the justification to pass status quo ante order as an ad-interim mandatory injunction.

33. The reasons are the back bone of every order. The very life of law. When the reason of a law ceases, the law itself generally ceases. Such is the significance of reason in any rule of law. Giving reasons furthers the cause of justice as also avoids uncertainty. The reasons enable the aggrieved party approaching the higher court to demonstrate that such reason was either no reason in the eye of law or was not justified reason for reaching the conclusion. The superior court may also know the actual reason for passing of the order and to reach its conclusion, whether a case for interference is made out or not. A non-speaking order or an order without justifiable reasons cannot be

sustained, may it be a judicial, quasi judicial or even an administrative order.

34. In **Assistant Commissioner, Commercial Tax Department, Works contract and Leasing, Kota vs. Shukla and brothers**⁶, the Hon'ble Apex Court held that the order passed by the authorities should give reason for arriving at any conclusion showing proper application of mind. Violation thereof in the given facts and circumstances of the case vitiates the order. Paras 14,23,24 and 30 of **Shukla Brothers** (supra) read as under:

“14. The principle of natural justice has twin ingredients; firstly, the person who is likely to be adversely affected by the action of the authorities should be given notice to show cause thereof and granted an opportunity of hearing and secondly, the orders so passed by the authorities should give reason for arriving at any conclusion showing proper application of mind. Violation of either of them could in the given facts and circumstances of the case, vitiate the order itself. Such rule being applicable to the administrative authorities certainly requires that the judgment of the court should meet with this requirement with higher degree of satisfaction. The order of an administrative authority may not provide reasons like a judgment but the order must be supported by the reasons of rationality. The distinction between passing of an order by an administrative or quasi-judicial authority has practically extinguished and both are required to pass reasoned orders.”

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⁶ (2010) 4 SCC 785

“23. We are not venturing to comment upon the correctness or otherwise of the contentions of law raised before the High Court in the present petition, but it was certainly expected of the High Court to record some kind of reasons for rejecting the revision petition filed by the Department at the very threshold. A litigant has a legitimate expectation of knowing reasons for rejection of his claim/prayer. It is then alone, that a party would be in a position to challenge the order on appropriate grounds. Besides, this would be for the benefit of the higher or the appellate court. As arguments bring things hidden and obscure to the light of reasons, reasoned judgment where the law and factual matrix of the case is discussed, provides lucidity and foundation for conclusions or exercise of judicial discretion by the courts.

24. Reason is the very life of law. When the reason of a law once ceases, the law itself generally ceases (*Wharton's Law Lexicon*). Such is the significance of reasoning in any rule of law. Giving reasons furthers the cause of justice as well as avoids uncertainty. As a matter of fact it helps in the observance of law of precedent. Absence of reasons on the contrary essentially introduces an element of uncertainty, dissatisfaction and give entirely different dimensions to the questions of law raised before the higher/appellate courts. In our view, the court should provide its own grounds and reasons for rejecting claim/prayer of a party whether at the very threshold i.e. at admission stage or after regular hearing, howsoever concise they may be.”

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“30. In the light of the judgments referred to and relied upon by the parties including the judgment of this Court, it is true that requirement of stating reasons for judicial orders necessarily does not mean a very detailed or lengthy order, but there should be some reasoning recorded by the court for declining or granting relief to the petitioner. The purpose, as already noticed, is to make the litigant aware of the reasons for which the relief is declined as well as to help the higher court in assessing the correctness of the view taken by the High Court while disposing of a matter. May be, while dealing with the matter at the admission stage even recording of short reasoning dealing with

the merit of the contentions raised before the High Court may suffice, in contrast, a detailed judgment while matter is being disposed of after final hearing, but in both events, in our view, it is imperative for the High Court to record its own reasoning however short it might be.”

35. The aforesaid principle applies even to quasi judicial and administrative orders. Here, it is a case of a judicial order.

Whether taking of possession was as per terms of the lease deed or not:

36. The learned counsel for the appellants’ submitted that after termination of the lease, the possession was taken in terms of Clauses 1 and 7 of the lease. The panchanama report dated 15.12.2025 was prepared which has been annexed with the appeal. The learned Advocate General submitted that the possession was not taken over in accordance with law in terms of the lease deed. As per para 7(i) of the lease deed, the eviction would be governed by the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 or any other law for the time being in force, which procedure was not followed. Learned counsel for the appellants submitted that as per para 1 of the lease deed there was the right of re-entry to the lessor without prejudice to any other rights or remedies the lessor may have against the lessee. The right of re-entry was exercised in terms

of the lease deed. The lessor was at liberty to chose any method of redressal. He referred to Section 68 (1) of the Major Port Authorities Act, 2021 (for short, 'the Act, 2021'). In response, the learned Advocate General submitted that even in the case of right of re-entry the procedure under Section 68(3) of the Act, 2021 was required to be followed, but any application was not made to any Magistrate of the First Class.

37. Learned Advocate General thus supported the order dated 19.12.2025 on the submission that the possession was not taken as per the terms of the lease deed. So, the appellants violated the Order dated 10.12.2025 of the learned Special Judge, which provided that the parties shall act in accordance with the terms of the lease deed dated 01.02.2024 and therefore, the learned Special Judge was right in passing the order dated 19.12.2025 to maintain 'status quo ante' as on the date of the petition, whereas learned counsel for the appellants' submission is that the possession was taken in terms of the lease deed.

38. It is not the reason assigned in the impugned order that it was passed because taking of possession was not in terms of the lease deed or that the appellants violated the order dated 10.07.2025.

39. It is well settled in law that an order can be justified on the reasons assigned in the order. The reasons cannot be supplied later on, by way of affidavit. In **Mohinder Singh Gill and another vs. The Chief Election Commissioner, New Delhi and others**⁷, the Hon'ble Apex Court held as follows:

"8. The second equally relevant matter is that when a statutory functionary makes an order based on certain grounds, its validity must be judged by the reasons so mentioned and cannot be supplemented by fresh reasons in the shape of affidavit or otherwise. Otherwise, an order bad in the beginning may, by the time it comes to court on account of a challenge, get validated by additional grounds later brought out. We may here draw attention to the observations of Bose J. in Commissioner of Police, Bombay vs. Gordhandas Bhanji (AIR 1952 SC 16) "Public orders, publicly made, in exercise of a statutory authority cannot be construed in the light of explanations subsequently given by the officer making the order of what he meant, or of what was in his mind, or what he intended to, do. Public orders made by public authorities are meant to have public effect and are intended to effect the actions and conduct of those to whom they are addressed and must be construed objectively with reference to the language used in the order itself."

40. So, in the absence of the reasons assigned in the order, it cannot be upheld on the arguments of the learned Advocate General, trying to supply the reason i.e., the alleged violations in taking possession. It would not be proper on our part to speculate the reasons to uphold the impugned Order.

⁷ (1978) 1 SCC 405

41. Additionally, to accept the arguments of either side, investigation into the facts and the terms and conditions of the lease deed would be required. A finding of violation or no-violation of the terms and conditions of the lease and so the violation of the order dated 10.07.2025, would also be required.

42. In our view, we should not enter into such questions at this stage of the appeal, when the main petitions are pending before the learned Special Judge. It was for the Special Judge to have considered that aspect of the matter particularly when the pleas to that effect were raised by the appellants before the Special Judge in the counter affidavit. It ought to have considered that aspect, may be *prima facie*, and on arriving at a finding, *prima facie*, in favour of the respondent herein that, change in possession was contrary to the terms of the lease deed violating the order dated 10.12.2025, then appropriate *ad interim* order could have been passed, if the interest of justice so demanded.

43. Further, as per Section 68 (3) of the Major Port Authorities Act, 2021, if the allottee or employee or other person refuses or fails to comply with an Order under Section 68 (1), then the lessor has to approach the Magistrate. Whether, there was such a failure or refusal, so as to necessitate the appellants to invoke

Section 68 (3) of the Act, 2021 would also involve consideration of various factors, which we need not enter into for the first time, in the appeals, at this stage.

44. We are on the legality of the impugned order dated 19.12.2025 as passed by the learned Special Judge and as it stands.

45. The factual aspects on which there is no dispute, are that, i) the Port Trust Authorities took the possession on 15.12.2025, ii) on the date the order dated 19.12.2025 was passed the respondent was not in possession and iii) the order dated 19.12.2025 does not evidence reasons much less justifiable reasons.

46. On the point of present possession, as per the memo(s) dated 06.11.2026 from both the sides annexing the documents in their respective support there is factual dispute between the parties.

47. We are satisfied that the learned Special Judge is not justified in passing the order 'to maintain status quo ante' as on the date of the petition under Section 9 of the Act, 1996, as an ad-interim mandatory injunction, for the reasons:

(i) an interim mandatory injunction is not to be easily granted

(ii) no reason has been assigned justifying the circumstances nor any finding has been recorded, prima facie, to restore status quo ante and

(iii) the order does not stand the test of the law laid down in **Kishore Kumar Khaitan** (supra), **Shukla Brothers** (supra) and **M.S. Gill** (supra).

48. Learned Advocate General submitted that this Court should not interfere with the order dated 19.12.2025 pending the main petition under Section 9 of the Act, 1996. He relied upon **Jindal Steel and Power Limited** (supra). In the said case, the interim relief granted was staying the invocation of the bank guarantee pending the proceedings under Section 9 of the Act, 1996. The Hon'ble Apex Court observed that the Court should refrain from interfering with the invocation of a bank guarantee, except in cases of fraud of an egregious nature or in cases where allowing encashment would result in irretrievable injustice, however but it did not interfere with the order since Section 9 proceeding therein was ripe for arguments before the Commercial Court, and directed that the parties shall advance their contentions along with the necessary documents, and the Commercial Court shall pass appropriate orders within the specified time and until such

time, the bank guarantee shall be kept alive and subject to the outcome Section 9 arbitration proceedings.

49. In the present case, impugned order is of a different nature. It is an ad-interim mandatory injunction pending the main petition. So, no benefit can be derived by the respondent from **Jindal Steel and Power Limited** (supra).

50. **CRSC Research and Design Institute Group Co. Ltd** (supra), cited by the learned counsel for the appellants is not on the point.

Result:

51. For the above consideration made, the order dated 17.12.2025 is set aside in both the appeals.

52. The Special Judge, Visakhapatnam shall decide the CAOP No.37 of 2025 and CAOP No.38 of 2025 under Section 9 of the Act, 1996, pending before it, positively on the date fixed, in accordance with law.

53. Both the appeals are allowed with the aforesaid observations and directions.

No order as to costs.

Consequently, miscellaneous application if any pending shall also stand closed.

RAVI NATH TILHARI,J

MAHESWARA RAO KUNCHEAM,J

Date:22.01.2026.

Note:

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THE HON'BLE SRI JUSTICE RAVI NATH TILHARI
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THE HON'BLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

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