

03.10.2023
Court No. 19
Item no.22
CP

C.O. No. 846 of 2023

National Insurance Company Ltd.
Vs.
Ashok Kumar Sil & ors.

Mr. Shiv Shankar Banerjee
Ms. Dolon Dasgupta
.....for the petitioner.

Mr. Satrajit Sinha
Mr. Asit Kr. De
.....for the opposite parties.

The revisional application arises out of an order dated January 19, 2023, passed by the learned Judge, City Civil Court at Calcutta, 7th Bench, in Title Suit No. 1080 of 2012.

By the order impugned, the learned trial court below fixed two applications for hearing. One under Order 6 Rule 17 filed by the plaintiff and the other under Order 7 Rule 11 filed by the defendants.

It appears that the defendants orally submitted that there were certain materials on record which would indicate that occupational charges of the premises exceeded Rs.30,00,000/- and, thus, the suit should be treated as a commercial suit and be transferred in terms of Section 15 of the Commercial Court Act.

The learned court was of the view that a proper application should be filed questioning the

jurisdiction of the court in the facts and circumstances of the case.

It appears that the suit was filed for declaration of tenancy and was valued at Rs.1200/-. It further appears that the monthly rent was Rs.3,718.89 paisa. The notional calculation of the occupational charges would not enhance the valuation of the suit for declaration of tenancy thereby classifying such suit as a commercial suit. Although Mr. Banerjee, learned advocate for the petitioner submits that it was the duty of the court to automatically transfer the suit by applying the provisions of Section 15 of the Commercial Court Act, the learned court rightly rejected the said oral submission.

There is no scope for interference.

Under such circumstances, on perusal of the plaint it does not appear that the suit is covered by the Commercial Court Act, 2015.

However, as the suit is a old one, the suit shall be disposed of preferably within a year from the next date fixed.

The revisional application is accordingly disposed of.

There shall be no order as to costs.

Parties are to act on the server copy of this order.

(Shampa Sarkar, J.)