

Form No.J(2)

IN THE HIGH COURT AT CALCUTTA
Civil Appellate Jurisdiction
Appellate Side

Present : The Hon'ble Mr. Justice Sabyasachi Bhattacharyya
&
The Hon'ble Mr. Justice Supratim Bhattacharya

FA 451 of 2025
with
CAN 1 of 2025

Smt. Rachna Saha and Ors.
Vs.
M/s. Chandrasekhar Development
Real Estate and Trading Private Limited and Ors.

For the appellants : Mr. Surojit Nath Mitra, Ld. Snr. Adv.,
Mr. Kallol Basu,
Mr. Arijit Bardhan,
Mr. Nilanjan Pal,
Mr. Swapnamoy Sarkar, Adv.

For the respondent nos. 5
& 6 : Mr. Suddhasattva Banerjee,
Ms. Akanksha Mukherjee,
Mr. Aritro Ray, Adv.

For the respondent nos. 1
to 3 : Mr. Sourojit Dasgupta,
Mr. Prithish Chandra, Adv.

Heard on : December 1, 2025.

Judgment on : December 1, 2025.

Sabyasachi Bhattacharyya, J.:

1. The conspectus of the appeal is extremely short.
2. Upon hearing learned senior counsel for the parties, it is seen that by the impugned order, the plaint of a suit for specific performance filed by the plaintiffs/appellants has been rejected. The primary objection taken by the defendants/respondents was that the dispute is a commercial dispute in nature and as such, the ordinary civil court did not have jurisdiction to decide the matter.
3. The matter, it was argued, ought to go before the designated Commercial Court.
4. The learned Trial Judge, even upon deliberation on the extensive arguments advanced thereon as well as the judgments cited by both the parties, instead of deciding on the question of whether the dispute is a commercial dispute, rejected the plaint only on the premise that in two of the paragraphs of the plaint, while disclosing the cause of action, the registered deed of agreement, which is sought to be specifically performed, has been erroneously mentioned by the plaintiffs as “deed of conveyance”.

5. From a plain reading of the plaint in its entirety, it is evident that the tenor of the suit was for specific performance of the agreement dated December 3, 2024 and, read in context of the rest of the plaint averments, it is obvious that the two places where the same was mentioned as deed of conveyance was a bona fide error on the part of the plaintiffs.
6. Accordingly, we are of the opinion that the learned Trial Judge proceeded on an erroneous premise in rejecting the plaint on the basis of such mistaken mention of the deed of registered agreement as deed of conveyance and instead, ought to have focussed and decided on the issue of commercial dispute.
7. Accordingly, FA 451 of 2025 is partially allowed on contest, thereby setting aside the impugned deemed decree dated September 24, 2025 passed by the learned Civil Judge (Senior Division), Tenth Court at Alipore, District – South 24 Parganas in Title Suit No. 1498 of 2025 and remanding the matter to the said Court for the purpose of re-adjudication of the application under Order VII Rule 11 of the Code of Civil Procedure, only on the question of jurisdiction on the ground of whether the dispute is a commercial dispute, upon giving an opportunity of hearing to both the parties, in the light of the above observations.

8. It is expected that such adjudication shall be completed at the earliest, preferably within three working weeks from the date of communication of this order to the learned Trial Judge.
9. It is made clear that in the event the regular presiding Officer of the Trial Court is not available, it will be open to the parties to seek an administrative transfer to a different court. In the alternative, the present judgment of this court may be cited before the court which is in charge of the matters of the Tenth Court of learned Civil Judge (Senior Division) at Alipore for the time, being for the purpose of implementation of the timeline as directed by this court by the said learned Judge in-charge. CAN 1 of 2025 stands disposed of accordingly.
10. There will be no order as to costs.
11. The parties shall act on the server copy of this order, duly downloaded from the official website of this court.

I agree.

(Sabyasachi Bhattacharyya, J.)

(Supratim Bhattacharya, J.)