

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

In CS/234/2019
IA NO. GA/4/2025

ASHIS BISWAS
VS
PUNJAB NATIONAL BANK

BEFORE:
THE HON'BLE JUSTICE SUGATO MAJUMDAR
Date: 25th November, 2025

Appearance:
Mr. Gopal Pahari, Adv.
...for the Plaintiff
Mr. Abhishek Banerjee, Adv.
...for the Defendant

The Court: GA 4 of 2025 has been filed, praying for transfer of the suit to the Commercial Division of this Court and to allow the applicant to file written statement along with other prayers.

Parties exchanged their affidavits.

The suit is against a bank which has been carrying on banking business in the schedule property. The suit is for recovery of money, being the unpaid rent with interest.

The Learned Counsel for the Defendant submitted that the suit is not of commercial nature, as it was instituted on the strength of a notice under Section 106 of the Transfer of Property Act, 1882. The Learned Counsel relied on two decisions of Co-Ordinate Bench, namely, **Jaspal Singh Chandhok & Ors. Vs. Sandeep**

Poddar & Anr. (2023 SCC OnLine Cal 361) and Deepak Polymers Ltd. Vs. Anchor Investments Private Ltd. (C.O. No. 759 of 2021).

Manifestly, the Defendant is a bank, running on banking business from the schedule premises till now and the money sought to be recovered is outstanding rent in connection with such use of property. Although the Learned Counsel for the Plaintiff submitted that there is no agreement subsisting between the parties since lease expired, for which the suit is not of commercial nature, such argument is not convincing in view of explanation (a) of Section 2(1C) of the Act. Explanation 2(A) clearly says that a commercial dispute shall not cease to be a commercial dispute merely because it also involves action for recovery of immovable property or for realization of monies out of immovable property given as a security or involves any other relief pertaining to immovable property. Scope of explanation (a) is wide enough. Reference may be made to **Ambalal Sarabhai Enterprises Ltd. Vs. K.S. Infraspace LLT & Anr. [(2020) 15 SCC 585]**. Therefore, this suit clearly involves a commercial dispute. Decisions referred to by the Learned Counsel for the Plaintiff passed by the Co-Ordinate Bench were decided on their own merits.

The instant suit was filed on 30th October, 2019 and admitted on 7th Day of November, 2019.

The High Court at Calcutta Commercial Courts Practice Directions, 2021 contains practice directions. Under Rule 4(2), provision of transfer shall not be applicable to suits in the High Court in its Ordinary Original Civil Jurisdiction after issuance of the appropriate notification of the pecuniary value in terms of Section 3 (1A) of the Act. The appropriate notification under Section 3 (1A) was published on 15th November, 2018, fixing pecuniary jurisdiction of Commercial Division of this Court. The instant suit was filed after publication of the notification under Section 3

(1A) of the Act. Therefore, the provision of transfer of suits to Commercial Division will not be applicable. Rule 9(2) of the Practice Direction where a suit had been filed after coming into force of notification under Section 3 (1A) of the Act, the plaint should be returned under Order VII Rule 10 of the Code of Civil Procedure, 1908.

Accordingly, for reasons stated above, the plaint is returned hereby and the suit is disposed of, along with all pending applications.

(SUGATO MAJUMDAR, J.)