



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO.127 OF 2025**

M/s. Unazo Global Pvt. Ltd. ... Applicant
versus
M/s. Vivid Electromech Pvt. Ltd. ... Respondent

**WITH
CIVIL REVISION APPLICATION NO.128 OF 2025**

M/s. Esjaypee Mercantile Global Pvt. Ltd. ... Applicant
versus
M/s. Vivid Electromech Pvt. Ltd. ... Respondent

Mr. Sameer Vaidya with Mr. D.V.Sutar, Mr. Aditya Parmar, Mr. Zainab Khan, Ms. Latika Kabad i/by Kavita Vijapure, for Applicant in CRA No.127 of 2025.
Mr. D.V.Sutar with Ms. Latika Kabad i/by Ms. Kavita Vijapure, for Applicant in CRA No.128 of 2025.
Mr. Shanay Shah with Mr. Darshan Ashar i/by Sanjay Udeshi and Co., for Respondent.

CORAM: N.J.JAMADAR, J.

DATE : 12 MARCH 2025

P.C.

1. Heard the learned Counsel for the parties.
2. These applications are directed against the order dated 22 January 2025 passed by the learned Civil Judge, Sr. Division, Belapur, whereby the applications preferred by the Defendants for return of the plaint for presenting the same to the proper Court under Order VII Rule 10 of the Code of Civil Procedure, came to be rejected.
3. The Applicant-Defendant preferred an application on the premise that the dispute in the suit was a commercial dispute within the meaning of

Section 2(1)(c)(vii) of the Commercial Courts Act, 2015, and, therefore, the civil Court had no jurisdiction and the plaint was required to be returned for presentation to the commercial Court.

4. A Leave and Licence Agreement dated 8 June 2019 was executed between the Applicant and Respondent, whereunder the suit property came to be let out to the Applicants on leave and licence basis. The Respondent eventually terminated the licence alleging the breach of terms of the leave and licence agreement. Hence, the Respondent-Plaintiff instituted a suit for declaration that the Respondent is the owner of the suit premises and the applicants-Defendant is the trespasser and is in illegal occupation of the suit premises. In addition, the Respondent sought to recover the unpaid licence fee and compensation for the illegal use of additional area, from the Applicant.

5. The applicant preferred an application for return of the plaint on the premise that the Applicant-Defendant has been carrying on business of healthy food products and dry fruits, nuts and seeds etc., at the suit premises. Since the suit premises was used for business purpose, according to the applicant-Defendant, the leave and licence agreement pertained to immovable property, which was exclusively used in trade or commerce and, thus, the dispute falls within the ambit of the provisions contained in Section 2(1)(c)(vii) of the Commercial Courts Act, 2015. Therefore, the plaint was required to be returned for presentation to the proper Court.

6. The learned Civil Judge was persuaded to reject the application. It was, inter alia, observed that the leave and licence agreement executed between the parties cannot be construed to be a commercial transaction and the said agreement does not relate to the immovable property exclusively used in trade or commerce.

7. Mr. Vaidya, learned Counsel for the Applicants, made an endeavour to urge that, the trial Court has not properly appreciated the nature of the suit. It was submitted that the dispute squarely falls within the ambit of Section 2(1)(c)(vii) of the Commercial Courts Act, 2015 as the Applicant-Defendant has been using the premises for business purpose.

8. I am unable to persuade myself to agree with the submissions of Mr. Vaidya. There is an essential distinction between the suits in relation to immovable property which is exclusively used in trade and commerce and in relation to a property which is merely used for commercial purpose.

9. The decision of the Supreme Court in the case of Ambalal Sarabhai Enterprises Ltd. V/s. K.S.Infraspac LLP and Anr.¹ is a complete answer to the submissions sought to be canvassed on behalf of the Applicants. Relevant paragraphs of the said judgment read as under :

“13.....Having taken note of the submission we feel that the very purpose for which the CC Act of 2015 has been enacted would be defeated if every other suit merely because it is filed before the Commercial Court is entertained. This is for

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the reason that the suits which are not actually relating to commercial dispute but being filed merely because of the high value and with the intention of seeking early disposal would only clog the system and block the way for the genuine commercial disputes which may have to be entertained by the Commercial Courts as intended by the law makers. In commercial disputes as defined a special procedure is provided for a class of litigation and a strict procedure will have to be followed to entertain only that class of litigation in that jurisdiction. If the same is strictly interpreted it is not as if those excluded will be non-suited without any remedy. The excluded class of litigation will in any event be entertained in the ordinary Civil Courts wherein the remedy has always existed.

14. In that view it is also necessary to carefully examine and entertain only disputes which actually answers the definition “commercial disputes” as provided under the Act.....

37. A dispute relating to immovable property per se may not be a commercial dispute. But it becomes a commercial dispute, if it falls under sub-clause (vii) of Section 2(1)(c) of the Act viz. “the agreements relating to immovable property used exclusively in trade or commerce”. The words “used exclusively in trade or commerce” are to be interpreted purposefully. The word “used” denotes “actually used” and it cannot be either “ready for use” or “likely to be used” or “to be used”. It should be “actually used”. Such a wide interpretation would defeat the objects of the Act and the fast tracking procedure discussed above.”

10. The Supreme Court has cautioned against entertaining the ordinary suit as a commercial suit, merely because the valuation of the suit claim exceeds

the threshold prescribed under the Commercial Courts Act.

11. The applications for return of plaint were, therefore, clearly misconceived. The learned Civil Judge committed no error in rejecting the application for return of the plaint as the dispute in question is not a commercial dispute within the meaning of Section 2(1)(c)(vii) of the Commercial Courts Act, 2015.

12. The Civil Revision Applications, therefore, stand rejected.

(N.J.JAMADAR, J.)