



C.R.P.No.684 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.02.2025

CORAM:

THE HONOURABLE MS.JUSTICE P.T.ASHA

C.R.P.No.684 of 2025

C.M.P.No.3874 of 2025

M/s.Smart Training Resources India Pvt Ltd
Rep by its Managing Director,
Ram RV
Office at No.1/5, Sivaganga Salai (Off Sterling Road)
Nungambakkam
Chennai – 600 034. ...Petitioner

Vs

M/s.Manipal Sowbhagya Nidhi Limited
Represented by its Authorised Signatory
Regd.Office:Manipal House,
Manipal – 576 119,
Karnataka ...Respondent

PRAYER :- Civil Revision Petition is filed under Article 227 of the Constitution of India, pleaded to setting aside the order dated 22.01.2025 in IA.S.R.276 of 2025 in C.O.S.No.30 of 2024 on the file of the Principal Commercial Court, Chennai.

For Petitioner : Mr.M/s.G.Mohammed Aseef

For Respondent : M/s.S.Rajasekar
Amalnath EK (Caveator)



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ORDER

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The Civil Revision Petition is filed to set aside the order dated 22.01.2025 in IA.S.R.276 of 2025 in C.O.S.No.30 of 2024 on the file of the Principal Commercial Court, Chennai.

2.The short point involved in this Civil Revision Petition is whether the suit filed by the plaintiff for recovery of possession and arrears of rent would come within the provisions of the Commercial Courts Act. The contention of the defendant is that since the demand is based on a statutory right namely landlord tenant relationship and the plaintiff had issued notice under Section 106 of the Transfer of Property Act, 1882, the provisions of Section 2 (1) (c) (vii) of the Commercial Courts Act, 2015 cannot be invoked. The counsel would rely upon the judgment of the Hon'ble Supreme Court reported in **2020 15 Supreme Court Cases 585 Ambalal Sarabhai Enterprises Limited Vs. K.S.Infraspac LLP and Another** wherein, the Hon'ble Supreme Court had interpreted the word “used” as it occurs in Section 2 (1) (c) (vii) of the Commercial Courts Act. The Hon'ble Supreme Court has held that the word “used” denotes “actually used” and it is not either “ready for use or likely to be used or to be used”. The Hon'ble Supreme Court had



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observed that merely because the property is likely to be used in relation to trade and commerce the same cannot be a ground to attract the Commercial Court.

3.However, this judgment would not apply to the facts of the instant case. Since, in the case, before the Hon'ble Supreme Court the agreement that had been entered into between the parties did not specify that the property was being used for trade or for a commercial purpose. The perusal of the lease deed dated 02.03.2009 in the instant case on the other hand would clarify the same and clearly stipulates that the property would be used only for the purpose of carrying on business (Clause xvi of the deed) .

4.In the light of the above let us examine the provisions of Section 2 (1) (c) (vii) of the Commercial Courts Act. Section 2 (1) (c) (vii) of the Commercial Courts Act, reads as follows:-

2.Definitions – (1) In this Act, unless the context otherwise requires,--

a) "Commercial Appellate Courts" means the Commercial Appellate Courts designated under Section 3A;



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aa) "Commercial Appellate Division" means the Commercial Appellate Division in a High Court constituted under sub-section (1) of section 5;

b. "Commercial Court" means the Commercial Court constituted under sub-section (1) of Section 3;

c.. "commercial dispute" means a dispute arising out of --

i)...

ii)...

...

...

vii) agreements relating to immovable property used exclusively in trade or commerce

5.The explanation to Section 2 (1) (c) further provides as follows:-

Explanation – A commercial dispute shall not cease to be a commercial dispute merely because –

(a) it also involves action for recovery of immovable property or for realisation of monies out of immovable property given as security or involves any other relief pertaining to immovable property.

6. Therefore, the very fact that the property has been taken for the purpose of running a business, it is evident that the lease is one for a



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commercial purpose. The learned Principal Commercial Judge, Chennai,

has rightly rejected the interlocutory application. The grievance of the petitioner that an order has been passed without numbering the interlocutory application cannot be countenanced for the simple reason that the order had been passed after hearing both the parties and giving them an opportunity to make their submissions and the order passed is a well considered one. *Prima facie* if the interlocutory application is not maintainable no useful purpose would be serving by numbering it and keeping it pending. Therefore, the Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed

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Index : Yes/No
Internet : Yes/No
Speaking Order/Non Speaking Order
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To

The Principal Commercial Court, Chennai.



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