



Tr.Appl.No.1 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14-10-2025

CORAM

THE HONOURABLE DR JUSTICE G. JAYACHANDRAN
AND
THE HONOURABLE MR.JUSTICE MUMMINENI SUDHEER KUMAR

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M/s.Bhoruka Steels Ltd.,
Rep.by its Branch Manager,
No.308, (Old No.179),
III Floor, Thambu Chetty Street,
Chennai - 600 001.

... Applicant/Plaintiff

Vs.

1. M/s.Visveswaraya Iron and Steel Ltd.,
State Bank of Mysore Building,
Rep. by its Managing Director,
Having Office at 4th Floor,
No.231 NSC Bose Road,
Chennai - 600 001.

2.M/s.Seaways Shipping Ltd.,
Rep. by its Managing Director,
Having Office at No.51,
Armenian Street,
Chennai - 600 001.

... Respondents/Defendants

Prayer: Judges Summons under Order XIV Rule 8 of the Original Side Rules read with Section 15(5) of Commercial Courts Act, 2015, pleased to transfer the



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O.S.No.3744 of 2012 pending on the file of VI Additional City Civil Court at Chennai to the Commercial Court at Egmore as mandated under Section 15(5) of the Commercial Courts Act, 2015.

For Appellant(s): Mrs.G.Thilakavathi, Senior Advocate,
for Mr.R.Gophinath

For Respondent(s): Mr.N.Nithianandam, for R1
No appearance, for R2

ORDER

(Order of the Court was made by G.Jayachandran J.)

The suit is for recovery of money arising out of an agreement laid against two defendants.

2. The 1st defendant is the importer of the merchandise through the 2nd defendant acting as the shipping agent. The plaintiff, as the stevedoring agent, provided the yard for storing the merchandise imported. Due to certain litigation between M/s.Dalhousie Investment Trust Company and the 1st defendant herein, the materials stored in the yard of the plaintiff not cleared and it appears being a bailor, the plaintiff, after obtaining permission of the Court had sold the stock to recover the dues payable by the bailee, for realization of the balance amount, the suit has been filed.



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3. Initially, the suit was filed before the Hon'ble High Court in C.S.No.852 of 2000 but it was later transferred to City Civil Court, Chennai, on the ground of jurisdiction and renumbered as O.S.No.3744 of 2012.

4. When the matter is pending trial, in view of Commercial Courts Act, 2015 as well as some of the judgments of the higher Courts, the plaintiff is prompted to file a memo before the trial Court stating that the dispute being in the nature of Commercial dispute, same has to be transferred to the notified Commercial Court at Chennai.

5. The Learned Trial Judge, after considering the memo seeking transfer of the suit to the jurisdiction Commercial Court, has passed the following order:

“Both counsel present. Parties are not present. The Learned Counsel for plaintiff filed a memo and submits that the nature of the case falls under Commercial dispute. Therefore it has to be transferred to the Commercial Court for disposed according to Commercial Court Act. The plaint averments carefully perused. From the averments, it does not disclose any Commercial transaction. It is after all a suit for recovery of money in other words. The plaintiff claiming arrears of rent to be collected from the defendants. In facts the prayer is recovery of money



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towards the rent payable by the defendant. The Learned Counsel for plaintiff is required to clarify clearly whether the present suit fall under the Commercial nature much less. The relief is sought to recover the rent for the premises which has been shown in the plaint schedule mentioned property. Call on 05.12.2024.”

6. The trial Court has held that the suit is not commercial in nature and the relief sought is for recovery of rent for the premises which has been shown in the plaint schedule and accordingly posted the matter for trial on 05.12.2024.

7. Being aggrieved by the order of the trial Court, the appellant has filed the present transfer application to determine whether the dispute falls within the definition of “Commercial dispute” as defined under Section 2(1)(c) of Commercial Courts Act, 2015.

8. The Learned Senior Counsel appearing for the applicant/plaintiff submits that the plaintiff is a bailee for the merchandise initially imported by M/s.Dalhousie Investment Trust Company for the 1st defendant Visveswaraya Iron & Steel Limited. As a service provider, the plaintiff acting as stevedoring



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agent, stored the material in its yard. In view of the dispute between the importer and the purchaser, i.e., the 1st defendant, the stock stored in the yard not cleared by the parties. Therefore, the suit is for recovery of the rent. It is incorrect on the part of the trial Court to hold that it is a simpliciter landlord-tenant dispute and the suit is merely for recovery of rental arrears.

9. The Learned Counsel appearing for the 1st respondent submitted that the merchandise stored in the premises of the plaintiff could not be cleared by the 1st defendant in view of the litigation between the supplier namely, M/s.Dalhousie Investment Trust Company. While the dispute between the 1st defendant and the supplier may have the trapping of commercial dispute but not the present dispute regarding recovery of rent, which is subject matter of O.S.No.3744 of 2012 pending on the file of VI Additional City Civil Court, Chennai.

10. This Court, on perusing the pleadings and Section 2(1)(c) of the Commercial Courts Act, 2015, is of the view that the dispute pertains to the merchandise imported and stored in the premises of the plaintiff in a capacity as



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bailer. This cannot be termed as an ordinary landlord-tenant dispute but as a case of complex ramification dealing the responsibilities of the bailer vis-a-vis, the clearing agent and the importer. The elements of a commercial transaction involved in this matter palpably seen and same has to be dealt not as a landlord-tenant dispute simpliciter but in the light of the provisions dealing with the bailor responsibilities, duties and rights *qua* bailee/the 1st defendant. Therefore, the case in hand squarely attracts Section 2(1)(c)(i) & (ii) of the Commercial Courts Act, 2015, which reads as below:-

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

(a)....

(b)...

(c) “commercial dispute” means a dispute arising out of—

(i) ordinary transactions of merchants, bankers, financiers and traders such as those relating to mercantile documents, including enforcement and interpretation of such documents;

(ii) export or import of merchandise or services;



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11. Section 7 of the Commercial Courts Act, stipulates that all suits and applications relating to commercial disputes, shall be heard and disposed of by the notified Commercial Courts in the Districts.

12. Whereas, in this case, the Commercial Court at Egmore is the notified Court in the District to deal the commercial disputes arising within its jurisdiction. Therefore, it is appropriate to transfer O.S.No.3744 of 2012 pending on the file of VI Additional City Civil Court, Chennai, to the Commercial Court at Egmore. While ordering the transfer of the suit to the designated Court, we are also conscious of the fact that the dispute between the parties arose in the year 2002 and pending for nearly quarter century. It is appropriate for the Special Court to give priority to this case and dispose it as expeditiously as possible.

13. In fine, the Transfer Appeal No.1 of 2025 is allowed. No costs.

(G.JAYACHANDRAN, J.) (MUMMINENI SUDHEER KUMAR, J.)

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Index :Yes/No.

Internet :Yes

Note: The Registry is directed to forward the order copy to the Court below forthwith.

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To,

1. The VI Additional City Civil Court, Chennai.
2. The Commercial Court, Egmore.



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