IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated:17.11.2025

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

CRP.No.2434 of 2025
and CMP.No.13966 of 2025

M.Sundararajan
Proprietor,
M/s.Overdrives,
S.F.No.702, Opposite to Velankanni Church,
Coimbatore Main Road,
Mettupalayam,
Coimbatore – 641 301.

... petitioner

vs.

M/s.Ramesh Marketing,
Rep. By his power of agent,
Mr.B.Senthil,
Having Office at 235-B, Ooty Main Road,
Mettupalayam,
Coimbatore – 641 301.

... Respondent

PRAYER: Civil Revision Petition is filed under Article 227 of Constitution of India, praying to set aside the fair and decretal order dated 05.02.2025 in I.A.No.2 of 2024 in COS.No.3 of 2023 on the file of the learned Subordinate Judge, Mettupalayam.

For Petitioner : Mr.P.A.Sai Govindaraja

For Respondent : M/s.M.S.Seshadri

J U D G M E N T

The Civil Revision Petition is filed challenging the order passed by the trial Court allowing the application filed by the respondent/plaintiff seeking reception of additional documents which were not filed along with the plaint.

2. The respondent herein filed a suit for recovery of money based on business transaction with the petitioner. According to the respondent, it is a distributor of "Mobil Lubricants" and it supplied its products to petitioner/defendant on credit basis. The petitioner had credit dealings with the respondent from 21.03.2019 to 19.02.2021 and in that connection, the petitioner owed a sum of Rs.8,81,768 to the respondent. Apart from the credit dealings, the petitioner received a sum of Rs.5,00,000/- on 07.03.2017 from the respondent towards Marketing Assistance Programme Agreement (MAP). As per the agreement, the

petitioner has to sell 12,600 litres of products mentioned in the agreement within a period of 36 months. The petitioner did not reach the agreed turn over as per the terms of the agreement and hence it was liable to return the amount proportionately to the respondent together with applicable GST etc., In that account, a sum of Rs.2,06,925/- was due from the petitioner to the respondent, hence the suit was laid for recovery of a sum of Rs.11,23,963/- which represents the Principal amount due to the respondent and the interest compounded.

3. The suit was resisted by the petitioner by denying the various averments found in the plaint. It was specific case of the petitioner, during the period 2018-2019, it returned certain quantities of supplied products to the respondent. It was also stated that under the "MAP" agreement, only a sum of Rs.31,000/- was payable to the respondent and the same was confirmed by the Business Manager of the respondent.

4. The trial in the suit commenced, as PW.1 was examined on behalf of the respondent. The petitioner cross examined PW.1 by raising questions regarding return of materials and invoices raised in the name of

defendant. In these circumstances, the respondent filed interlocutory application seeking to receive the following documents which were not filed along with the plaint.

> *"1. 21.3.2019 to 19.02.2021 - copy of the Tax Invoices raised by the plaintiff firm in favour of the defendant and counter signed by the defendants.*
>
> *2.10.02.2020 – copy of the Invoice raised by the defendant for return of materials/goods."*

5. The petition to receive the document filed by the respondent was allowed by the trial Court on condition that documents could be received subject to proof and relevancy. Aggrieved by the said order, the revision is filed.

6. The learned counsel appearing for the petitioner would submit that under Order XI Rule 1 (5) of Code of Civil Procedure, as applicable to the Commercial Courts, the plaintiff shall not be allowed to rely on any documents which were in its possession and power at the time of filing of the plaint and was not produced along with the plaint except

with the leave of the Court and such leave shall not be granted unless plaintiff establishes reasonable cause for non disclosure of those documents at the time of filing of plaint. The learned counsel submitted that in the affidavit filed in support of the instant application, the respondent has not given any acceptable reasons for its failure to produce these documents and therefore, the trial Court committed an error in allowing the application.

7. The learned counsel appearing for the respondent would submit that during the course of cross examination of PW.1, the petitioner put questions regarding return of the goods and invoices raised in the name of defendant, therefore, the plaintiff was constrained to file this application. The learned counsel also submitted that the documents produced by the plaintiff are very essential to decide the main controversy in the suit.

8. During the course of the arguments, a preliminary objection was also raised with regard to the maintainability of the revision by drawing the attention of this Court to Section 8 of Commercial Courts Act, which bars revisions against the interlocutory orders passed in Commercial suit.

9. The provision in ordinary statute barring revisional power of this Court cannot take away the power conferred on this Court under Article 227 of the Constitution of India. However, the power of revision shall be exercised in rarest of rare cases with circumspection. The maintainability of the revision against the orders passed by the Commercial Court was considered by me in ***Shivnarayan Sabu Vs. Sabu Trade Private Limited*** reported in ***(2022) 8 MLJ 368*** **,** wherein, after referring to the decided case laws, it was observed as follows:

> "*13. The careful consideration of the above decisions by the High Court of Gujarat and High Court of Telangana make it clear that the supervisory power available to High Court cannot be taken away by ordinary statute and hence even the orders passed by the commercial court can also be revised by this court under Article 227 of the Constitution of India. However, the said revisional power can be exercised only in rarest of rare cases with circumspection. Therefore, I hold that the revision is maintainable under Article 227 of the Constitution of India not withstanding Section 8 of the Commercial Courts Act. However, it is made clear that only in cases where it is established, order impugned cannot be challenged and corrected, in a regular appeal against decree*

passed by Commercial Court, without much inconvenience and irreparable injury to the party applying for Revision, the revision can be entertained."

10. Therefore, it is clear that there is no total bar for this Court to exercise the supervisory power. However, the same shall be exercised in rarest of rare cases, where the order impugned in revision is allowed to stand will cause irreparable injury to the party applying for revision or the same is incapable of being corrected in a regular appeal.

11. The respondent filed a suit for recovery of money based on credit transaction between the petitioner and respondent, the document No.1 mentioned above namely the invoices raised by the plaintiff in favour of the defendant and counter signed by the defendant will certainly enable the respondent to prove the quantities of the product supplied by it to the defendant, therefore, it is a vital document to prove the case of the plaintiff. Likewise, document No.2 invoice raised by the defendant for return of the material goods is also vital document to disprove the defence raised by the defendant.

12. As far as the second document is concerned, it is relating to the defence raised by the petitioner/defendant in the written statement that he returned certain quantities of goods to the respondent. Therefore, the defence raised by the defendant necessitated filing of all these invoices [Document No.2]. In such circumstances, it will be covered by the exception found in Order XI, Rule 1 (1) (c) (ii). Since these invoices [Document No.2] sought to be produced by the plaintiff are answer to the case set up by the defendant in his written statement, it will come under one of the exceptions to order XI Rule 1 (1) (c) and accordingly, it will not be governed by the rigour of Order XI Rule (5).

13. In view of the matter, there may not be any impediment for allowing the plaintiff to produce document No.2. In fact, in the affidavit, the plaintiff had averred that due to the cross examination of PW.1 by the defendant regarding return of the materials and invoices raised in the name of defendant, it was compelled to produce these documents.

14. As far as document No.1 is concerned, it is nothing but tax invoices raised by the plaintiff firm in favour of the defendant, counter

signed by the defendant. The respondent/plaintiff seeks recovery of money based on credit account. The account maintained by the plaintiff was produced by it as document No.1 along with the plaint. In the written statement, the defendant raised a defence that it returned certain quantities of product supplied to it. The document No.1 filed along with this petition for reception of additional document is only supplemental to the plaint document No.1 and the invoices sought to be produced by the plaintiff can very well be correlated with the credit account, which was filed as document No.1 with the plaint. Therefore, the document No.1 namely, the invoices filed by the plaintiff are not entirely new or alien document, these documents are only ancillary to the account maintained by the plaintiff. In the light of the pleadings of the parties, this Court feels that the tax invoices produced by the plaintiff are vital documents to decide the main controversy in the suit.

15. The defendant in its counter has stated that the plaintiff produced these manipulated document with the delay. Whether the documents produced by the plaintiff are genuine documents or manipulated documents is a question to be decided at the time of final disposal based on

evidence. At the stage of considering the application for reception of document, the genuineness of the document cannot be considered. In this regard, it would be relevant to refer to the judgment of the Apex Court in ***Sudhir Kumar @ S.Baliyan Vs. Vinay Kumar G.B*** reported in *(2021) 13 SCC 71*. The relevant observation reads as follows:

> "*10.3. Even the reason given by the learned Commercial Court that the invoices being suspicious and therefore not granting leave to produce the said invoices cannot be accepted. At the stage of granting leave to place on record additional documents the Court is not required to consider the genuineness of the documents/additional documents, the stage at which genuineness of the documents to be considered during the trial and/or even at the stage of deciding the application under Order 39 Rule 1 that too while considering prima facie case. Therefore, the learned Commercial Court ought to have granted leave to the plaintiff to rely on/produce the invoices as mentioned in the application as additional documents.*"

16. Taking into consideration, there is a delay on the part of the plaintiff in producing documents, this Court feels that the petition filed for reception of additional documents should have been allowed by imposing cost, on the plaintiff. Accordingly, the respondent/plaintiff is

directed to pay a sum of Rs.15,000/- to the petitioner/defendant as cost, within two weeks from the date of receipt of copy of this order. In case, the respondent failed to pay the cost to the petitioner within the time stipulated, it is not entitled to rely on the documents produced along with interlocutory application. If the order is complied within the time fixed by this Court, the documents can be received subject to proof and relevancy, as ordered by trial Court. The order impugned in this revision is confirmed with the above modification. Accordingly, Civil Revision Petition stands disposed of. No costs. Consequently, connected miscellaneous petition is closed.

17.11.2025

Index : Yes/No
Speaking order:Yes/No
Neutral Citation:Yes/No
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To

The Subordinate Judge,
Mettupalayam.

S.SOUNTHAR, J.

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