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CRP.No.4528 of 2025 and CMP.No.23025 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.09.2025

CORAM:

THE HONOURABLE MR.JUSTICE M. JOTHIRAMAN

CRP.No.4528 of 2025

and

C.M.P.No.23025 of 2025

Mr.Adesh Chordia

... Petitioner / Defendant

Versus

S.Mahalakshmi

... Respondent / Plaintiff

Prayer:- Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the order dated 10.07.2025 made in I.A.No.4 of 2025 in O.S.No.9003 of 2022 by the learned XIII Assistant City Civil Court, Chennai and to allow this Civil Revision Petition.

For Petitioner : Mr.P.Vetrivel

For Respondent : Ms.R.V.Gayatri
for M/s. P.B.Ramanujam Associates

ORDER

Unsuccessful defendant has preferred the present Civil Revision Petition.



2. The suit in O.S.No.9003 of 2022 was instituted by one S.Mahalakshmi, seeking a decree directing the defendant / Adesh Chordia, to quit and deliver vacant possession of the schedule mentioned property, namely a shop portion in New.No.23, Old No.59, Ground Floor, Elephant Gate Street, Sowcarpet, Chennai. The plaintiff also sought a direction to the defendant to pay a sum of Rs.35,000/- (Rupees Thirty Five Thousand only) per month towards damages for use and occupation on the suit property. The defendant filed a written statement, and necessary issues were framed. The case was posted for trial. At this stage, the defendant filed an application in I.A.No. 4 of 2025 in O.S.No.9003 of 2022 under Order VII Rule 11(d) of the CPC, seeking rejection of the plaint on the ground that the suit falls under the Commercial Courts Act, 2015, and is therefore not maintainable before the Court below. Upon hearing either side, the Court below *vide* order dated 10.07.2025, dismissed the application with compensatory costs of Rs.3,000/- on the ground that the suit is not based on a commercial transaction and does not arise out of any infrastructure or franchising agreement, but merely seeks eviction and recover of rent arrears. Aggrieved over the same, the defendant has preferred the present Civil Revision Petition.



3. The learned counsel appearing for the revision petitioner would submit that the Court below failed to consider that the suit filed by the respondent / plaintiff clearly falls under Section 2 (1) (c) (vii) of the Commercial Courts Act, 2015, and therefore, only the Commercial Court has jurisdiction to try the suit. The learned counsel further submits that, as per the plaint averments, the respondent is the absolute owner and landlord of the scheduled property, and she had rented out a shop portion of the ground floor to the petitioner for running a soap and cosmetics business on a monthly rental basis. Hence, the nature of the transaction is commercial in nature, and the jurisdiction to try the suit lies exclusively with the Commercial Court.

4. To strengthen his contention, the learned counsel referred to the following judgments:-

(i) *Jagmohan Behl vs. State Bank of Indore*, reported in **2017 SCC Online Del 10706**.

(ii) *Ambalal Sarabhai Enterprises Ltd. vs. K.S.Infraspace LLP*, reported in **2020 15 SCC 585**

(iii) *Kanchanganga Relators Pvt. Ltd vs. Monarch Infrastructure*



Developers Pvt Ltd., reported in 2019 SCC online Bom 240

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(iv) *Sandeep Kumar Vohra vs. Seema Vohra & Another* reported in **2022:DHC:1261.**

(v) *T.E.Thomson & Company Ltd vs. Swarnalata Chopra Nee Kapur & Another*, reported in **2025 SCC Online 5076**

5. Per Contra, the learned counsel appearing for the respondent / plaintiff would submit that the suit is not based on any Commercial transaction and does not arising out of any infrastructure or franchising agreement. It merely seeks eviction and recovery of rent arrears.

6. It is seen from the records that, in paragraph No.3 of the plaint, the plaintiff has stated that he is the absolute owner and landlord of the suit schedule property. It is also mentioned that the property was let out for commercial purposes, namely, to run a soap and cosmetics business under the name and style of '*M/s.Selection Paradise*', on a monthly rent of Rs.7,000/-. It is also seen from the records, it is evident that the main relief sought in the suit is for eviction of the defendant from the premises. The main contention of the petitioner is that the dispute, being one relating to rent, eviction, means profits, and arrears from a commercial property, would fall within the



ambit of Section 2(1)(c)(vii) of the Commercial Courts Act, 2015, and therefore, the plaint is liable to be rejected for want of jurisdiction.

7. In response, the learned counsel for the respondent submits that the suit is one for eviction and does not arise out of any commercial transaction or business contract. The revision petitioner has not chosen to produce any rental agreement or any other contract entered into between the parties either before the trial Court or before this Court. The suit, even though it concerns a property used for commercial purposes, merely seeks eviction and recovery of rent arrears.

8. At this juncture, it is relevant to refer to the provisions of Section 2(1)(c)(vii) of the Commercial Courts Act, 2015, which defines "commercial dispute" as a dispute arising out of agreement relating to immovable property used exclusively in trade or commerce. Section 2(1)(i) of the Commercial Courts Act, 2015, which defines "Specified Value", in relation to a commercial dispute, shall mean the value of the subject matter in respect of a suit as determined in accordance with section 12 [which shall not be less than three lakh rupees] or such higher value, as may be notified by the Central Government. Section 12(1)(a) of the Commercial Courts Act, 2015, which



defines the specified value of the subject-matter of the commercial dispute in a suit, appeal or application shall be determined where the relief sought in a suit or application is for recovery of money, the money sought to be recovered in the suit or application inclusive of interest, if any, computed up to the date of filing of the suit or application, as the case may be, shall be taken into account for determining such specified value. Section 6 of the Commercial Courts Act, 2015, which defines Jurisdiction of Commercial Court - the Commercial Court shall have jurisdiction to try all suits and applicants relating to a commercial dispute of a Specified Value arising out of the entire territory of the State over which it has been vested territorial jurisdiction. A dispute shall not be treated as a commercial dispute merely because it involves action for recovery of immovable property, or for realization of monies out of immovable property given as security, or involves any other relief pertaining to immovable property.

9. It is also relevant to refer the Section 3 (1-A) of the Commercial Courts Act, which provides that, notwithstanding anything contained in this Act, the State Government may, after consultation with the concerned High



Court, by notification, specify such pecuniary value which shall not be less than three lakh rupees or such or such higher value, for the whole or any part of the State, as it may consider necessary.

10. It is seen from the averments in the plaint that the suit has been valued at Rs.84,000/-. Considering the facts and nature of the dispute between the parties, which relates to eviction and rental arrears, it cannot be classified as the commercial dispute merely because the suit property is used for commercial purposes. There is no merit in this petition for it to be entertained by this Court.

11. In view of the above, there is no reason to interfere with the order passed in I.A.No.4 of 2025 in O.S.No.9003 of 2022 dated 10.07.2025 on the file of learned XIII Assistant City Civil Court, Chennai.

12. Accordingly, this Civil Revision petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.



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Index : Yes/No

Speaking order : Yes/No

Neutral Case Citation : Yes/No

To

The learned XIII Assistant City Civil Court, Chennai.

M. JOTHIRAMAN, J.

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