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A.No.4717 of 2025
in C.S. (Comm.Div.)No.150 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.12.2025

CORAM

THE HONOURABLE MR.JUSTICE **SENTHILKUMAR RAMAMOORTHY**

**A.No.4717 of 2025
in C.S.(Comm.Div.) No.150 of 2025**

M/s.Harsha Infra Projects Private Limited
represented by its Director
Mr.Ravichandran, S/o.Errappa Naidu
Having Office at
AL70, 4th Street, 11th Main Road,
Shanthi Colony, Anna Nagar,
Chennai – 600 040.

.. Applicant

vs

1.M/s.Kishoreman Engineering Pvt. Ltd.,
rep. By its Managing Director
M.Kishore Venkat
No.4/304, Bamanagar, Parasuramanpatty,
Moondrumavadi, Madurai – 625 007.

Also having office at
No.3/274, Surveyor Colony, K.Pudur,
Madurai – 625 007.

2.M.Athira Deepthi
3.K.Manickam

.. Respondents

Application filed to withdraw the suit in O.S.No.181 of 2025 on
the file of the IV Additional District and Sessions Judge at Madurai
and transfer the same to this Court to be jointly tried along with
C.S. (Comm.Div.) No.150 of 2025.



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For Applicant : Mr.V.M.Venkataramana
For Respondents : Mr.A.Mohammed Ismail

ORDER

The suit before this Court has been filed for recovery of a sum of Rs.1,41,07,956/- arising out of a construction sub contract between the plaintiff and the first defendant. The said construction sub contract provides for dispute resolution before Courts in Chennai. The defendants in the suit are the counterparty to such contract and two of its Directors.

2. The first defendant in the suit has filed a suit before the Principal District Judge, Madurai (now pending before IV Additional District and Sessions Judge, Madurai) seeking damages of Rs.25 lakhs for harming reputation of the plaintiff therein.

3. The plaintiff before this Court seeks a transfer of the said suit to the file of this Court. Learned counsel for the plaintiff submits that the suit before the IV Additional District and Sessions Judge, Madurai also arises out of the same agreement between the parties and that the basis of the suit is a lawyer's notice dated 05.02.2025 issued by the plaintiff herein to the first defendant herein. He points out that same lawyer's notice is one of the suit documents herein.



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4. In response, learned counsel for the defendants submits that the suit before the IV Additional District and Sessions Judge, Madurai is not a commercial dispute within the meaning of Section 2(1)(c) of the Commercial Courts Act, 2015. Therefore, he submits that the said suit ought not to be transferred to the file of this Court. He also submits that such transfer would not be in conformity with Section 15 of the Commercial Courts Act.

5. A commercial dispute is defined in Section 2(1)(c), in relevant part, as under:

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

- (a)
- (aa).....
- (b).....
- (c) "commercial dispute" means a dispute arising out of -
 - (i).....
 - (ii)....
 - (iii)....
 - (iv)....
 - (v)....
 - (vi) construction and infrastructure contracts, including tenders.



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6. Although the definition uses the expression 'means' which is indicative that it is intended to be exhaustive, the word 'means' is followed by the phrase 'a dispute arising out of'. This phrase has the effect of expanding the scope provided the dispute arises out of one or more of the specific entries in Section 2(1)(c). On perusal of the plaint in O.S. No.181 of 2025, it is evident that the dispute arises out of the contract between the plaintiff herein and the first defendant herein for carrying out works as a sub contractor for and on behalf of the first defendant herein in relation to the principal contract awarded by the Public Works Department. In fact, the primary basis of the suit claim therein appears to be a lawyer's notice issued in relation to the performance of the said construction contract. Therefore, the objection raised by learned counsel for the defendants is rejected.

7. Both the suits were instituted in the year 2025. Although there are three defendants in the suit before this Court, the second and third defendants are arrayed as Directors of the first defendant. Considering the interconnected nature of the two suits and the fact that both suits are at the preliminary stage, it is just and appropriate that both suits be heard by this Court. Therefore, this application is allowed as prayed for by directing that O.S.No.181 of 4/6



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2025 on the file of the IV Additional District and Sessions Judge at
Madurai be transferred to the file of this Court for hearing along
with C.S.(Comm.Div.) No.150 of 2025.

10.12.2025

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To

The IV Additional District and Sessions Judge,
Madurai.



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SENTHILKUMAR RAMAMOORTHY,J.

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