



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

Sr. No.169

TA-1201-2023

Date of Decision: 25.09.2025

ABONY HEALTHCARE LIMITED

....Applicant

Versus

ISHANT GALHOTRA @ ISHANT GAHLOTRA

.....Respondent

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present:- Mr. J.S. Saneta, Advocate
for the applicant.

Ms. Neha Jain, Advocate for
Mr. K.S. Dadwal, Advocate
for the respondent.

ARCHANA PURI, J. (Oral)

The applicant-Company has filed the present application for seeking transfer of the civil suit i.e. CJ/586/2023, titled '*Ishan Galhotra Vs. M/s Abony Healthcare Limited*', filed by the respondent, pending in the Courts at Chandigarh and it seeks transfer of the same to the Court of competent jurisdiction at Panipat.

In pursuance of notice issued, the respondent made appearance through counsel and filed reply.

Counsel for the parties heard.

At the very outset, it is submitted by the counsel for the applicant that the applicant was supplying the medicines to the respondent,



as per his requirement and he was making part payments, from time to time. The details of all the transactions were maintained by the applicant. Ultimately, an amount of Rs.24,05,773/-, was standing against the respondent, up to 02.06.2021 and the respondent had issued a cheque bearing No.188499, in favour of the applicant, for an amount of Rs.13,71,991/-, being part payment, from his account bearing No.38194645184, maintained in State Bank of India, Branch Raipur Kalan, Chandigarh. However, the said cheque was dishonoured due to 'insufficient funds' and the applicant thus, had to file the complaint under Section 138/142 of the Negotiable Instruments Act and 420 Indian Penal Code. The said complaint is pending in the Courts and after institution of the said complaint, the respondent filed the civil suit i.e. CJ/586/2023, for seeking rendition of account of various transactions and also recovery of an amount of Rs.77,52,920/- from the applicant and the said suit is pending in the Courts at Chandigarh. The questioned suit has been filed, only to harass the applicant and to put pressure upon it, to avoid the criminal liability. Since the criminal complaint is already pending in the Courts at Panipat, the civil suit in question, which has been filed as a counter-blast, be transferred.

It is further submitted that the authorized person of the applicant i.e. Gagnish Bhatia, is residing with his family and as such, has busy schedule, being businessman and the distance between Panipat and Chandigarh is about 180 kilometres. Therefore, it will be difficult for him, to commute this distance, to pursue the civil suit.

On the other hand, counsel for the respondent, while making reference to the reply, has assiduously submitted that no case is made out for transfer of the civil suit, pending in the Courts at Chandigarh. In fact, it is



submitted that the subject suit has been validly instituted in the Courts at Chandigarh, which has the territorial jurisdiction over the matter, as the disputes between the parties are of commercial nature. The claim of personal problems, or a busy schedule, are vague and unsubstantiated. It is also submitted that the respondent was appointed by the applicant as Consignee Agent, for the State of Punjab and for the said purpose, an agreement dated 07.08.2019, was executed between the respondent and the applicant. A security amounting to Rs.5,00,000/-, along with the blank security cheque, was deposited by the respondent, with the applicant, which have been misused. Also, it is submitted that the work assigned to the respondent was executed, for the year 2019-20 and further also, it was reflected in the ledger account, for the year 2020-21.

Furthermore, during the course of business dealings, the work area of the respondent was expanded, on the asking of the applicant and thereafter, he started indulging in business as Consignee Agent, for the State of Haryana, Himachal Pradesh, Chandigarh and Jammu & Kashmir. There is a dispute with regard to the outstanding payment in execution of the agreement, in consonance with the agreement dated 12.03.2021. Therefore, no justifiable reason is coming forth, for acceptance of the transfer application.

Section 24 CPC empowers the High Court/District Court to transfer *inter alia* any suit, appeal or other proceedings, pending before it or in any Court subordinate to it, to any other Court, for trial or disposal. This provision confers comprehensive power on the Courts to transfer the suits, appeals or other proceedings 'at any stage', ***either on an application by any party or suo motu***. However, it is well settled that there is no cast iron



formula, unanimously applicable to all the situations. One differential/distinctive circumstance, can change the decision of the transfer application. In the light of the same, it is incumbent upon the Court concerned to exercise this power with due care, caution and circumspection.

Time and again, broad propositions have been laid down by the Courts, as to what may constitute a good ground for transfer. There are numerous circumstances, which are to be taken into consideration, while adjudicating on the transfer application. So far as the matrimonial litigation is concerned, *the financial affluence of the parties, which parent is having the custody of the child (if any) and the capability of the parents, to continue with the custody of the child* and so on and so forth, are to be taken into consideration. However, so far as commercial litigation is concerned, it ought to be taken into consideration ***‘as to what impels the party concerned, to file such an application to seek transfer’***, *vis-a-vis*, the distance between the two places, the other litigation pending between the parties, as well as the convenience of the parties/witnesses, to be examined in the case. Of course, many a times, the distance is a weighing factor, but however, in the case in hand, there is no justifiable reason coming forth, for seeking transfer of the civil suit.

Dispute in the case in hand, relates to the outcome of transaction of business by the respondent with the applicant-Company. Relating to this dispute, the complaint under Section 138/142 of the Negotiable Instruments Act, is pending in the Courts at Panipat. However, it matters not much, if the said complaint, relating to the cheque(s), allegedly issued by the respondent in favour of the applicant, remains pending in the Courts at Panipat. The said case is totally an independent criminal



proceeding and it has no bearing on the civil suit, filed by the respondent. No justifiable reason is coming forth to seek transfer of the suit. The sole reason assigned in the transfer application is about the applicant having a busy schedule, being a businessman and the distance between Panipat and Chandigarh, to be 180 kilometres. However, this assertion is quite vague. Assertion about any person having a busy schedule, does not *ipso facto*, build a ground for transfer of the civil suit. Thus, the sole ground, as asserted, does not stand substantiated with any sufficient material, to gather about the applicant, having the necessity to seek transfer, as he would not be able to have fair trial.

Even though, the distance is 180 kilometres, but however, there is good means of transportation between the two places. In the light of the same, it has to be taken into consideration that the applicant is not required to make appearance in the civil suit, on each and every date of hearing. The interest of the applicant, can very well be taken care of, by the counsel, representing it, before learned trial Court. In any case, the MD/authorized person, through whom the application has been filed, also has an option to make appearance through virtual mode, as and when required by the Court.

Considering the aforesaid circumstances, no case is made out for transfer of the civil suit.

Hence, the transfer application is hereby dismissed.

25.09.2025
Himanshu Vats

(ARCHANA PURI)
JUDGE

Whether speaking/reasoned : Yes

Whether reportable : Yes/No