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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(OS) 48/2021, I.A.16987/2021, I.A.18959/2025 & I.A.18976/2025**
M/S RAVI AND SINGH COMMUNICATIONPlaintiff

Through: Mr. Uttam Datt, Sr. Advocate with
Mr. Rishi Raj Sharma and Ms.
Sonakshi, Advocates.

versus

M/S SUPER DISCO ISPAT PVT LIMITED THROUGH ITS
DIRECTORDefendant

Through: Mr. Vidit Gupta with Mr. Trivesh
Sharma, Advocates.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% 19.08.2025

I.A.20230/2025

1. The present suit is for recovery of Rs. 3,36,60,000/- on account of the alleged failure of the defendant to perform its obligations under the Agreement to Sell dated 01.09.2020, entered into between the parties.
2. The defendant has filed the present application under Order VII Rule 10 of the Code of Civil Procedure, 1908 seeking return of the plaint on the ground that the present suit relates to a commercial suit, but has been registered as an ordinary civil suit.
3. The question in dispute in the present application is whether the agreement which is the subject matter of the present suit, relates to immovable property '*being used exclusively in trade or commerce*' so as for



the present suit to qualify as a commercial suit under Section 2(c)(vii) of the Commercial Courts Act, 2015 (*hereinafter referred to as the Act*). The aforesaid provision is extracted below, for reference:

“(c) “commercial dispute” means a dispute arising out of—
xxx
vii. agreements relating to immovable property used exclusively in trade or commerce”

4. Mr. Uttam Dutt, learned Senior Counsel appearing for the plaintiff, submits that the agreement which is the subject matter of the present suit does not relate to property being used exclusively for trade or commerce. He submits that the property in question is vacant land, and is not being used for commercial purposes at present. He places reliance on the decision of the Supreme Court in the case of **Ambalal Sarabhai Enterprises Ltd. v. K.S. Infraspace LLP and Ors.**,¹ to contend that the aspect as to whether the plot in question would be used for commercial purposes in the future cannot be considered when determining the nature of the dispute in the suit.

5. Learned counsel for the defendant strongly opposes the aforesaid submission. He contends that a perusal of the agreement to sell itself would make it clear that the agreement which is the subject matter of the present suit relates to an industrial property, and therefore, the dispute is commercial in nature, under Section 2(c)(vii) of the Act.

6. Heard learned counsel for the parties on the application.

7. It is seen that in the agreement to sell which is the subject matter of the suit, the property in question is described as industrial property bearing no.G-184 and F-47. Besides the aforesaid, various other recitals made in the

¹ (2020) 15 SCC 585



agreement to sell would cumulatively evince that the suit property is a commercial property, and therefore, the same would fall squarely within the scope of 2(c)(vii) of the Commercial Courts Act, 2015.

8. Under these circumstances, the Court was of the view that the matter can be re-registered as a commercial civil suit subject to compliance of the statutory provision.

9. Mr. Vidit Gupta, learned counsel, appearing for the defendant places reliance on the decisions in the case of ***Satyanarain Khandelwal v. Prem Arora***, 2022 SCC OnLine Del 2142, ***Virender Kumar v. Rekha Bhayana***, 2022 SCC OnLine Del 2678 and ***Narendra Kumar v. Om Daily Needs Retailing Pvt. Ltd. and Anr.***, 2023 SCC OnLine Del 5618 and he contends that the Court is required to return the instant civil suit with liberty to present it before the commercial division.

10. Mr. Dutt, at this stage, seeks liberty to withdraw the instant civil suit with liberty to file as a commercial civil suit. He, however, prays that since the suit is at the initial stage, therefore, the Court may consider returning the entire court fees.

11. Under these circumstances, the request so made is accepted. The suit stands dismissed as withdrawn with liberty to file afresh as a commercial civil suit.

12. The entire court fees be refunded.

PURUSHAINDR KUMAR KAURAV, J

AUGUST 19, 2025

tr/amg