

09.04.2026
Item No.13
Court No.37
CHC
(dismissed)

**In The High Court at Calcutta
Civil Appellate Jurisdiction
Commercial Division**

F.A.T. 270 of 2023

**M/s. Xclusive Inn Pvt. Ltd. & Ors.
Vs.
Anjana Guha & Ors.**

Mr. Aniruddha Chatterjee, Senior Advocate
Mr. Sounak Bhattacharya, Advocate
Mr. Sounak Mondal, Advocate
Mr. Abhirup Halder, Advocate
Mr. Anirban Saha Roy, Advocate
Ms. Bipasha Bhattacharyya, Advocate
...for the appellants

Mr. Anirban Roy, Advocate
Mr. Ashok Kumar Roy, Advocate
Mr. Debjit Basu, Advocate
...for the respondents

1. Appeal is directed against the Order No.28 dated July 10, 2023, passed by the learned Trial Judge, Commercial Court at Rajarhat in Title Suit No.05 of 2021 (CC).
2. By the impugned order, the learned Trial Judge allowed an application under Order XII Rule 6 of the Code of Civil Procedure, 1908 and decreed the suit.
3. Learned advocate appearing for the appellants submits that, the disputes in the suit do not fall within the meaning of commercial dispute as envisaged under Section 2(1)(c) of the Commercial Courts Act, 2015. He refers to the plaint.

4. Learned advocate appearing for the appellants draws the attention of the Court to the application under order XII Rule 6 of the Code of Civil Procedure, 1908 and submits that, the so-called admissions are no admission in the eye of law.
5. Respondents are represented.
6. The suit is for eviction. Plaint case is that, one Biswanath Laha granted lease to Tarun Kumar Guha the predecessor-in-interest of the plaintiffs in respect of an area of about 1 bigha 10 cattahs of land holding No.509/2 now 870, Kolkata Jessore Road.
7. The lease was for a period of 75 years with option for renewal for a further term of 20 years commencing from July 1, 1978. Tarun Kumar Guha at his expenses demolished the whole structure upon schedule 'A' land after obtaining a sanctioned building plan.
8. Five storied building was erected on the schedule 'A' property. Tarun Kumar Guha inducted the defendants to the suit schedule 'B' property as a tenant at a monthly license fees of Rs.28,000/- per month for the business of hotel, restaurant, bar, nightclub or showroom.
9. Plaint case is that, simultaneously with the licence agreements, another agreement for maintenance was entered into the with the defendants. Tarun Kumar Guha expired on December 28, 2013 leaving behind

his wife and three married daughters as heirs and successors. Plaintiff's case is that, the plaintiffs allowed the defendants to continue with the business in the schedule 'B' property after expiry of the two agreements with an assurance that they will vacate. However, the defendants did not vacate the suit property. The licence agreement was revoked. Defendants however, continue to pay the arrears licence and maintenance fees for a portion of the period in occupation.

10. Section 2(1)(c) of the Act of 2015 prescribes the commercial disputes which are to be considered by a Court constituted under Section 3(1) thereunder. Section 2(1)(c)(vii) speaks of commercial disputes arising out of agreement relating to immovable property used exclusively in trade and commerce.
11. In the facts and circumstances of the present case, there was a licence agreement between the parties. Licence agreement related to an immovable property. The immovable property concerned was used for commercial as a hotel business was being run from the suit property.
12. Therefore, the subject-matter of the suit comprised of commercial dispute within the meaning of Section 2(1)(c) of the Act of 2015.
13. So far as admission is concerned, the admissions appeared in the written statement itself. Learned Trial

Judge construed such admissions made in the written statement correctly. The admissions are with regard to the license fee and the fact that, period of licence expired.

14. Therefore, there is no ground to interfere with the impugned judgment and order.
15. **F.A.T. 270 of 2023** is **dismissed** without any order as to costs.

(Debangsu Basak, J.)

(Md. Shabbar Rashidi, J.)