

03.02.2026
Item No.21
BR

CO 3222 of 2024
Awdhesh Narayan Singh
-vs-
Axis Bank Ltd. and Ors.

Mr. Sanat Kumar Biswas,
Ms. A. Ghosh

... for the petitioner

Mr. Debashis Sarkar
... for the respondent /Axis Bank

1. The civil revision has been preferred challenging an order dated 24.07.2024 passed by learned Civil Judge (Senior Division), 1st Court, Howrah in Money Suit No. 11 of 2014.
2. Vide the impugned order the trial Court was pleased to reject the defendant's prayer for transfer of the suit under Section 15 of the Commercial Court's Act, 2015 on the finding that the agreement in question is not a commercial dispute.
3. Heard learned counsel appearing for the parties. On perused of the materials on record, it appears that the suit before the trial Court

is a suit for recovery of security deposit.

4. It appears from the pleadings in the plaint that the parties in the suit entered into an agreement for lease in respect of the suit premises by a deed agreement for lease dated 21st December, 2001. The security deposit was also paid and now the plaintiff prays for refund of the said security deposit in the said suit.
5. Learned counsel appearing for the defendant/petitioner submits that the dispute is a commercial dispute between the parties and at any stage the suit can be transferred to the Commercial Court as per Section 15 of the Commercial Court's Act.
6. Learned counsel appearing for the defendant/petitioner relies upon Section 2(1)(c) (I) of the Commercial Court's Act 1915 which provides as follows :

“ That a commercial dispute means a dispute arising out of agreements relating to immovable property used exclusive in trade or commerce”.

6. Section 15 of the Act is also relied upon.

7. Admittedly, in the present case the suit is not reserved for final judgment. The money suit is thus relates to an agreement, relating to an immovable property which was **used exclusively in trade and commerce by the plaintiff/petitioner being a bank. As such the dispute in the suit is clearly a commercial one.**

8. Thus, the impugned order dated 24.07.2024 passed by learned Civil Judge (Senior Division), 1st Court, Howrah in Money Suit No. 11 of 2014 being not in accordance with law is set aside.

9. The trial Court being the Court of Civil Judge (Senior Division), 1st Court, Howrah shall transfer Money Suit No. 11 of 2014 to the Commercial Court at Alipore within 15 days from the date of communication of this order through their learned District Judge and the Commercial Court at Alipore shall proceed expeditiously with the suit in accordance with law.

10. CO 3222 of 2024 stands disposed of.
11. Connected application, if any, stands disposed of.
12. Interim order , if any, stands vacated.
13. Urgent Photostat certified copy of this order, if applied for, be given to the learned counsel for the parties on usual undertakings.

(Shampa Dutt (Paul), J.)