



WEB COPY

CRP No. 1376 of 2026



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13-03-2026

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THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

CRP No. 1376 of 2026

and

CMP.No.6658 of 2026

1. Arcee Industries Limited
7th KM Barala Road, Talwandi Rana,
Hissarr - 125001.

Petitioner(s)

Vs

1. Tamilnadu Water Supply and
Drainage Board
31, Kamarajar Salai, Chepauk,
Chennai – 5,
Rep. by its Managing Director.

Respondent(s)

PRAYER

Civil Revision Petition filed under Article 227 of the Constitution of India, prays to set aside the order dated 12.02.2026 made in Memo in OS No.1003 of 2021 on the file of XVIII Additional City Civil Court, Chennai.

For Petitioner(s): MR.V.M.G.Ramakannan

For Respondent(s): Ms.Y.Kavitha

ORDER

The revision petitioner has filed this revision, to set aside the order dated 12.02.2026 made in Memo in OS No.1003 of 2021 on the file of XVIII Additional City Civil Court, Chennai.



2. During the pendency of the suit, the defendant filed a memo before the trial Court seeking transfer of the case to the Commercial Court, which has jurisdiction as per Section 2(1)(c) of the Act, relying upon the dictum laid down in the judgement of *Hon'ble Supreme Court in Ambhalal Sarabhai Enterprises reported in (2020) SCC 585*. The plaintiff raised objection to the said memo contending that the contract between the plaintiff and the defendant had already come to an end and there is no subsisting contractual relationship between them, and therefore the suit is maintainable before the civil Court. Considering the submissions made on both sides, the learned trial Judge held that the case would not fall under the Commercial Courts Act and closed the memo. Aggrieved by the same, the present revision has been filed.

3. The learned counsel for the respondent appeared and submitted that the respondent / plaintiff filed the suit claiming liquidated damages to the tune of Rs.79,52,550/-. It is seen that there was a contract between the plaintiff and the defendant for supply of PVC pipes for potable water under a tender. According to the plaint allegations, the defendant failed to supply PVC pipes as per the terms of the contract, and therefore the suit has been filed for damages after termination of the contract. The defendant filed written statement, issues were framed, and the case was posted for cross-examination of PW1. At that stage, the defendant filed a memo to transfer the case to the Commercial Court. Admittedly, the transaction between the parties originated from a contractual



relationship relating to supply of PVC pipes. The present suit is for damages arising out of the said contract. Therefore, the dispute falls within the definition of commercial dispute, being a transaction relating to sale of goods, as contemplated under Section 2(1)(c) of the Commercial Courts Act. Hence, the memo filed by the defendant ought to have been allowed, but the trial Court erroneously closed the same.

4. Considering the facts and circumstances of the case, this Court is inclined to allow the Civil Revision Case. The trial Court is directed to transfer the case to the Commercial Court forthwith. The Commercial Court is directed to take the case on file within one week thereafter and dispose of the same within a period of three months, after giving opportunity to both parties. The revision petitioner is also directed to cooperate for early disposal of the trial proceedings.

5. Accordingly, this Civil Revision Case is allowed. Consequently, connected miscellaneous petition is closed. No costs.

13-03-2026

Index: Yes/No
Speaking/Non-speaking order
Internet: Yes
Neutral Citation: Yes/No
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To

1. Tamilnadu Water Supply and
Drainage Board
31, Kamarajar Salai, Chepauk, Chennai
- 5, Rep. by its Managing Director.

2. The XVIII Additional City Civil
Court, Chennai.

3. The Section Officer,
VR Section, High Court of Madras.



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T.V.THAMILSELVI J.
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