



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09.03.2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

**A No. 1169 of 2026
in C.S.(Comm.Div.) No.325 of 2025**

1.Asiamed Hospital Private Ltd.,
rep. By Dr.B.Madan Mohan
Son of Balakrishnan
Flat No.101, Entcos Govardhan Apartment,
New No.7, 3rd Avenue, Indira Nagar,
Adayar, Chennai – 600 020.

2.Dr.B.Madan Mohan

..Applicants

Vs

M.R.Amankumar
Son of M.C.Ravikumar
represented by POA Mr.M.C.Ravikumar
S/o.Muthiah Ambalam
No.11F Kannadasan Salai
T.Nagar Chennai – 600 017.

..Respondent

Application filed under Order XIV Rule 8 of O.S. Rules read with Order V Rule 5 of O.S. Rules and Order VIII Rule 1 of C.P.C. to condone the delay of 33 days in filing the written statement of the first applicant/first defendant and adoption memo of the second applicant/second defendant.



For Applicants: Mr.K.R.Ramesh Kumar

For Respondent: Mr.K.Shakespeare

ORDER

This application is filed by the defendants in the suit for condonation of the delay of 33 days in filing the written statement with a counter claim.

2. Learned counsel for the plaintiff has no objection with regard to the length of delay. His objection is limited to the filing of the counter claim for recovery of a sum of Rs.10 lakhs with interest thereon at 12% per annum. Learned counsel contends that the amount claimed as counter claim is below the threshold prescribed for the Commercial Division of this Court. In support of this contention, learned counsel refers to the directions issued by the Division Bench of this Court on 22.12.2023 in C.S.(Comm.Div.) No.14 of 2022 and related cases. In particular, he states that this Court directed that every counter claim should be scrutinized as per statutory provisions applicable for taking on file the plaint in suits. Applying such standard, learned counsel submits that the counter claim would not have been entertained, if it had been the subject of an independent suit by the defendants.

3. In response, learned counsel for the defendants submits that the suit claim pertains to a brokerage agreement dated 29.08.2018 for the provision of brokerage services by the plaintiff to the defendants.



According to him, the counter claim is interlinked thereto inasmuch as it relates to the part payment of brokerage to the plaintiff. Therefore, he submits that allowing this application would enable interlinking the claim and counter claim to be adjudicated in the same forum.

4. The expression 'specified value' , which is defined in Section 2(1) (i) of the Commercial Courts Act, 2015 reads as under:

'2(1)(i) "Specified Value", in relation to a commercial dispute, shall mean the value of the subject-matter in respect of a suit as determined in accordance with section 12 which shall not be less than three lakh rupees or such higher value, as may be notified by the Central Government.'

5. As is noticeable from the language of Section 2(1)(i), 'specified value' is required to be determined in the manner specified in Section 12. Section 12 reads as under:

'Section 12: Determination of Specified Value.'

(1) The Specified Value of the subject-matter of the commercial dispute in a suit, appeal or application shall be determined in the following manner:–

(a) where the relief sought in a suit or application is for recovery of money, the money sought to be recovered in the suit or application



inclusive of interest, if any, computed up to the date of filing of the suit or application, as the case may be, shall be taken into account for determining such Specified Value;

(b) where the relief sought in a suit, appeal or application relates to movable property or to a right therein, the market value of the movable property as on the date of filing of the suit, appeal or application, as the case may be, shall be taken into account for determining such Specified Value;

(c) where the relief sought in a suit, appeal or application relates to immovable property or to a right therein, the market value of the immovable property, as on the date of filing of the suit, appeal or application, as the case may be, shall be taken into account for determining Specified Value; and

(d) where the relief sought in a suit, appeal or application relates to any other intangible right, the market value of the said rights as estimated by the plaintiff shall be taken into account for determining Specified Value;

(2) The aggregate value of the claim and counterclaim, if any as set out in the statement of claim and the counterclaim, if any, in an arbitration of a commercial dispute shall be the basis for determining whether such arbitration is subject to the jurisdiction of a Commercial Division, Commercial Appellate Division or Commercial Court, as the case may be.

(3) No appeal or civil revision application under section 115 of the Code of Civil Procedure, 1908 (5 of 1908), as the case may be, shall lie from an order of a



Commercial Division or Commercial Court finding that it has jurisdiction to hear a commercial dispute under this Act.'

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6. In the case at hand, there is no dispute that the value of the suit claim, which is for specific performance or in the alternative, payment of compensation of Rs.1.2 crores along with interest thereon at 18% per annum, exceeds the minimum specified value of Rs.3 lakhs prescribed in Section 2(1)(i). The issue raised by the plaintiff pertains to the pecuniary minimum value prescribed for the Commercial Division of this Court and not specified value.

7. The suit claim relates to the total amount payable to the plaintiff under brokerage agreement dated 29.08.2018. Under the said agreement, the plaintiff/broker was required to be paid 1% of the agreed sale consideration of Rs.130 crores, i.e., a sum of Rs.1.3 crores. Out of this, a sum of Rs.10 lakhs was paid as advance. The counter claim relates to refund of this sum.

8. If the total value of the claim and the counter claim were to be taken in the aggregate, there is no doubt that the dispute would fall within the jurisdiction of the commercial division. While amending the Code of Civil Procedure in its application to commercial disputes, Order VIII Rule 6A was not amended. Proviso to Order VIII Rule 6A(1) reads as under:



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Provided that such counter claim shall not exceed the pecuniary limits of the jurisdiction of the Court.

9. Therefore, the limitation imposed is that the counter claim should not exceed the pecuniary limits of the jurisdiction of this Court. The counter claim for a sum of Rs.10 lakhs with interest thereto at 18% per annum certainly does not exceed the pecuniary limits of the jurisdiction of this Court. For reasons discussed above, the claim and counter claim are closely interlinked. Therefore, effective adjudication of the dispute would be possible if the claim and counter claim were to be decided in the suit. Hence, the objection raised by the plaintiff is overruled.

10. Considering the reasons for delay set out in the affidavit and being satisfied that sufficient cause is shown, this application is allowed. As a corollary, the Registry is directed to receive the written statement with the counter claim.

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SENTHILKUMAR RAMAMOORTHY, J.

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