

2026:PHHC:070055



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**126 IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CR-3817-2026 (O&M)

Date of Decision: 06.05.2026

APCO INFRATECH PVT LTD

....Petitioner

Versus

RAJBIR AND OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Agam Bansal, Advocate
for the petitioner.

PARMOD GOYAL, J. (ORAL)

The present revision petition has been preferred under Article 227 of Constitution of India by petitioner/defendant being aggrieved by impugned order dated 31.10.2025 (Annexure P-1), passed by learned Additional Civil Judge (Senior Division), Sohna, Gurugram whereby application under Order VII Rule 11 CPC preferred by petitioner/defendant for rejection of plaint, on the ground that suit is not maintainable before Civil Court and lies within the jurisdiction of Commercial Courts in view of Section 2(1)(c) of Commercial Courts Act, 2015 (hereinafter referred to as '2015 Act') was dismissed.

2. The sole argument raised on behalf of petitioner/defendants is that the present contract between respondents/plaintiffs and petitioner/defendant is fully covered by provisions of Section 2(1)(c)(xix) of 2015 Act, which reads as under :-

2. **Definitions.**—(1) In this Act, unless the context otherwise

requires,—

- (c) “commercial dispute” means a dispute arising out of—
- (i) ordinary transactions of merchants, bankers, financiers and traders such as those relating to mercantile documents, including enforcement and interpretation of such documents;
 - (ii) export or import of merchandise or services;
 - (iii) issues relating to admiralty and maritime law;
 - (iv) transactions relating to aircraft, aircraft engines, aircraft equipment and helicopters, including sales, leasing and financing of the same;
 - (v) carriage of goods;
 - (vi) construction and infrastructure contracts, including tenders;
 - (vii) agreements relating to immovable property used exclusively in trade or commerce;
 - (viii) franchising agreements;
 - (ix) distribution and licensing agreements;
 - (x) management and consultancy agreements;
 - (xi) joint venture agreements;
 - (xii) shareholders agreements;
 - (xiii) subscription and investment agreements pertaining to the services industry including outsourcing services and financial services;
 - (xiv) mercantile agency and mercantile usage;
 - (xv) partnership agreements;
 - (xvi) technology development agreements;
 - (xvii) intellectual property rights relating to registered and unregistered trademarks, copyright, patent, design, domain names, geographical indications and semiconductor integrated circuits;
 - (xviii) agreements for sale of goods or provision of services;
 - (xix) exploitation of oil and gas reserves or other natural resources including electromagnetic spectrum;
 - (xx) insurance and re-insurance;
 - (xxi) contracts of agency relating to any of the above; and
 - (xxii) such other commercial disputes as may be notified by the Central Government.

Explanation.— A commercial dispute shall not cease to be a commercial dispute merely because—

- (a) it also involves action for recovery of immovable property or for

realisation of monies out of immovable property given as security or involves any other relief pertaining to immovable property;

- (b) one of the contracting parties is the State or any of its agencies or instrumentalities, or a private body carrying out public functions.”

3. It is the case of petitioner/defendant that present is a contract for excavation of soil from the property owned by respondents/plaintiffs and, therefore, is a commercial transaction fully covered by scope of Section 2(1)(c)(xix) of 2015 Act. Perusal of contract goes to show that petitioner/defendant had entered in an agreement with respondents/plaintiffs to dig soil from their land and use the same for the contract entered with NHAI.

4. It is the case of petitioner/defendant that since soil was to be excavated from the land of respondents/plaintiffs, therefore, it would be covered by Clause (xix) of Section 2(1)(c) of 2015 Act which defines commercial dispute. Learned Court of first instance has dealt with this issue as under :-

“9. The defendants’ plea that the dispute falls under clauses (vii) and (xix) of Section 2(c) of the Commercial Courts Act appears misconceived. Clause (vii) contemplates disputes arising out of agreements relating to immovable property used exclusively in trade or commerce. The expression “used exclusively” is of crucial significance and requires specific pleadings to demonstrate that the property in question was devoted solely to commercial activity. The plaint contains no such assertion. Similarly, clause (xix) relates to disputes arising out of the exploitation of natural resources, including their allocation and pricing. This provision generally contemplates disputes concerning extraction or utilization of natural resources under governmental or regulatory frameworks, such as mining leases, petroleum contracts, or spectrum allocation. The mere fact that soil was excavated does not convert the transaction into a dispute concerning exploitation of natural resources. It remains, in substance, a claim for payment for contractual work.

10. The Court further observes that the jurisdiction of a civil court under Section 9 CPC is plenary and extends to all civil disputes except those expressly or impliedly barred. The Commercial Courts Act is not a statute that bars the jurisdiction of civil courts rather, it is a statute that determines the forum for adjudication of certain classes of disputes. If a matter falls within the ambit of a “commercial dispute,” the proper course would be transfer to the Commercial Court under Section 15 of the Act, not rejection of the plaint under Order VII Rule 11. *Therefore, even assuming arguendo that the subject matter could be considered commercial, it would not attract clause (d) of Order VII Rule 11 CPC, since the suit cannot be said to be barred by law.*
11. *The contention regarding the “specified value” also does not aid the defendants. The monetary threshold under the Commercial Courts Act becomes relevant only once the dispute is shown to be a “commercial dispute.” Since the basic character of the transaction does not satisfy that definition, the question of specified value is immaterial.*
12. *It also merits consideration that an earlier application under Order VII Rule 11 CPC filed by the defendants was adjudicated and disposed of by this Court on 10.05.2023. The present application, raising substantially the same objections, amounts to a repetition of the same pleas and is therefore not maintainable. The Code of Civil Procedure does not contemplate successive applications under the same provision in the absence of any material change in circumstances or pleadings. Entertaining repetitive applications on identical grounds would defeat the objective of procedural economy and obstruct the expeditious disposal of suits.*
13. *When the plaint is read as a whole, it clearly discloses a cause of action for recovery of dues arising from services rendered. The allegations, if taken at their face value, disclose a complete factual foundation to maintain the claim. There is no legal bar apparent on the face of the plaint that would justify rejection under Order VII Rule 11 CPC. The defence that the transaction was commercial or that the jurisdiction is barred are questions that can only be determined after evidence is led, not at the threshold stage.”*

5. On consideration, I do not find any error with impugned order dated 31.10.2025 (Annexure P-1). The transaction between respondents/ plaintiffs and petitioner/defendant is not covered under the provisions of

Clause (xix) of Section 2(1)(c) of 2015 Act as the present case is not a case of exploitation of natural resources, rather is a contract of supply of raw material for construction. Therefore, the conclusion drawn by learned Court of first instance cannot be faulted with.

- 6. Revision petition is without any merit, hence is dismissed.
- 7. Pending application(s), if any, is/are disposed of accordingly.

06.05.2026
chiranjeev

(PARMOD GOYAL)
JUDGE

Whether Speaking/Reasoned	:	Yes/No
Whether Reportable	:	Yes/No