

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CR-6136-2025 (O&M)

M/S ALPHA CORP. DEVELOPMENT PVT. LTD.

..Petitioner

Versus

KRISHNA KUMAR

..Respondent

Reserved on: 04.02.2026

Pronounced on : 09.02.2026

Uploaded on: 09.02.2026

Whether only the operative part of the judgment is pronounced? NO  
Whether full judgment is pronounced? YES

**CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA**

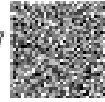
Present: Mr. Animesh Sharma, Addl.A.G. Punjab  
for the petitioner.

Mr. Ashish Chaudhary, Advocate  
for the respondent.

**SUDEEPTI SHARMA, J. (Oral)**

1. The present civil revision is filed for setting aside order dated 18.08.2025 passed by learned Civil Judge (Jr. Division), Gurugram, whereby, the review petition filed by the petitioner/defendant has been erroneously dismissed and order dated 23.04.2025 passed by learned Civil Judge (Jr. Division), Gurugram, whereby, it has been held that the dispute is not commercial in nature.

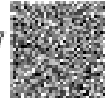
2. Brief facts of the case are that on 04.09.2017 Joint Development Agreement (JDA) was executed between the petitioner and respondent for the development of a commercial complex on land measuring 2.05 acres on 04.09.2017 special power of attorney was executed by the respondent in favour of the petitioner.



3. On 06.12.2017, an addendum to Joint Development Agreement (JDA) was executed, increasing the share of the respondent in the developed area from 35,000 sq.ft. to 55,000 sq.ft. On 16.11.2023, respondent instituted civil suit No.3450 of 2023 seeking a declaration that Joint Development Agreement (JDA) and ancillary documents are null and void. On 02.12.2023, petitioner filed itself first application under Section 8 of Arbitration and Conciliation Act, 1996. On 04.12.2023 respondent filed reply to the first application filed by the petitioner. On 02.04.2024, petitioner filed another application under Order VII Rule 11 CPC read with Section 8 of Arbitration and Conciliation Act, 1996 for rejection of the plaint on the ground that learned Civil Court had no jurisdiction since the dispute is commercial in nature. On 20.04.2024 respondent filed reply to the application. Vide order dated 23.04.2025 learned Civil Judge Jr. Division, Gurugram dismissed the application filed by the petitioner by holding that the dispute is not commercial. On 19.05.2025, petitioner filed review application against order dated 23.04.2025 which was dismissed by learned Civil Judge, Jr. Division, Gurugram on 18.08.2025. Hence, the present civil revision petition.

4. Learned counsel for the petitioner contends that the dispute between the parties is commercial in nature and, therefore, learned Civil Judge (Jr. Division), Gurugram lacks jurisdiction. He further contends that Clause 16.12 of the Joint Development Agreement (JDA) contains a valid and binding arbitration agreement which ousts the jurisdiction of Civil Court as per Section 8 of Arbitration and Conciliation Act, 1996.

5. He further contends that learned Civil Judge (Jr. Division), Gurugram that the statement made by learned counsel for the petitioner

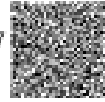


during the arguments on additional application, that ground under Section 8 is not pressed at that stage since the dispute was commercial in nature and only the Commercial Court could decide the same was wrongly taken as waiver of the right to arbitrate. He further contends that there is exclusive jurisdiction clause i.e. arbitration clause which stipulates that the place of arbitration shall be Delhi and Delhi shall have jurisdictions thereby, excluding the jurisdiction of Courts in Gurugram. And further that the review filed against order dated 23.04.2025 and 18.08.2025 was also wrongly dismissed as not maintainable. He, therefore, prays that both the orders be set aside and the present petition be allowed.

6. Per contra, learned counsel for the respondent contends that the petitioner itself has not complied with mandatory provision of Section 8(2) of Arbitration and Conciliation Act. He further contends that the dispute is not commercial in nature as defined under Section 2(c)(vii) and (xii) of Commercial Courts Act, 2015. He further contends that in the present case it is Joint Development Agreement (JDA) and not Joint Venture Agreement (JVA). Further that application under Section 8 of Arbitration and Conciliation Act has to be filed in proper manner and the issue not raised before the trial Court cannot be assailed in appeal/revision petition. He, therefore, prays that the present appeal be dismissed.

7. I have heard learned counsel for the parties and perused the whole record of the case with their able assistance.

8. There are two issues involved in the present civil revision petition.



(i) The first issue is as to whether the dispute between the parties is commercial in nature?

(ii) The second issue is regarding applicability of Section 8 of Arbitration and Conciliation Act 1996 as per Arbitration Clause 16.12(b).

11. Before proceeding further it would be apposite to reproduce definition of commercial dispute under the Commercial Courts Act 2015. Relevant portion of the same is reproduced as under:-

*“2(c) “commercial dispute” means the  
Commercial Court constituted under sub-  
section (1) of section 3;*

*X X X X X*

*(vi) construction and infrastructure contracts,  
including tenders;*

*(vii) agreements relating to immovable property  
used exclusively in trade or commerce;*

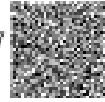
*X X X X X*

*(xi) joint venture agreements;*

12. A perusal of the above shows that a dispute arising out of contradiction and infrastructure contracts, including tenders, agreements related to immovable property used exclusively, trade or commerce, Joint Venture Agreements, all these disputes are known as commercial disputes.

13. As per Section 6 of Commercial Courts Act 2015, the commercial Court shall have jurisdiction to try all suits and applications relating to a commercial dispute.

14. Now coming to the facts of the present case to decide whether it is a commercial dispute or not, the Joint Development Agreement between

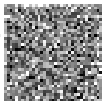


the parties is required to be seen. A bare reading of the same shows that it is a Joint Development Agreement between the owner-respondent and the developer-petitioner. It further shows that owner-respondent represented to the developer-petitioner and both the parties agreed to develop retail and commercial complex or any other complex (except residential) permissible under the prevalent laws as may be decided by developer-petitioner from time to time. Further in the definition of interpretation it is stated that agreement shall mean Joint Development Agreement executed between the parties. It further shows that under the Clause of allocation of developed area, the share of both the developer/petitioner as well as owner/respondent is shown.

15. **There is Clause 16.12 regarding dispute resolution and 16.12(b) is Arbitration Clause.**

16. As per dictionary meaning, Joint Venture Agreement is a legal document where two or more entities combine to do business or undertake an economic activity together. A bare reading of Joint Development Agreement shows that it is in fact Joint Venture Agreement, wherein, both the parties agreed to develop retail and commercial complex by entering into formal collaboration with respect to a project. Clause-6 of the Agreement shows that there is allocation of developed area and share of developer/petitioner and owner/respondent is prescribed therein.

17. A bare reading of the Joint Development Agreement shows that as per definition of commercial dispute it is rather a Joint Venture Agreement and further it is agreement related to immovable property used exclusively in



trade and commerce. And as per agreement it is Joint Development Agreement which constitutes of construction as well.

18. In view of the above discussion, the dispute in the present case is a commercial dispute and Commercial Court is having jurisdiction to decide the dispute arising between the parties. Therefore, application moved by the petitioner/developer under Order VII Rule 11 CPC is allowed. So far as the decision of application under Section 8 of Arbitration and Conciliation Act 2015 is concerned, the same is to be decided by the Commercial Court only.

19. Accordingly, the present civil revision petition is allowed and orders dated 18.08.2025 and 23.04.2025 passed by learned Civil Judge (Jr. Division), Gurugram are set aside.

20. Pending miscellaneous applications, if any, are also disposed of.

09.02.2026

Saahil

(SUDEEPTI SHARMA)  
JUDGE

Whether speaking/reasoned : Yes/No  
Whether reportable : Yes/No