



152

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

CR-9855-2025

Date of decision : 20.01.2026

HDFC BANK LTD. AND ANOTHER

....Petitioners

Versus

M/S JAY PEE AND SONS

.....Respondent

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. G.S. Sidhu, Advocate for the petitioners.

Mr. Rajesh Girdhar, Advocate and
Ms. Kirandeep Kaur, Advocate for the respondent.

PANKAJ JAIN, J. (ORAL)

Instant revision petition is directed against order dated 02.08.2025 passed by Civil Judge (Junior Division), Jalandhar whereby application filed by the petitioners under Order VII Rule 11 CPC read with Section 12A of the Commercial Courts Act, 2015, has been dismissed.

2. The issue that arises for consideration of this Court is:

*“whether the present suit falls within the ambit of
'commercial disputes' as adumbrated under Section 2(1)
(c) of the Commercial Courts Act, 2015?”*

3. Counsel for the petitioners refers to item No.(vii) and submits
that the present suit having been filed by the landlord seeking recovery of



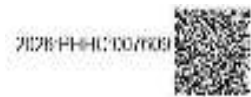
rent shall be relatable to the 'commercial disputes' under Section 2(1)(c)(vii) and thus was to be instituted before the Commercial Courts. The suit having not been instituted before the Court as per law, the plaint deserves to be rejected. Reliance is being placed upon ratio of law laid down by Delhi High Court in the case of **H.S. Bedi vs. National Highway Authority of India, 2015(28) R.C.R.(Civil) 493** and **Onida Finance Limited vs. Mrs. Malini Khanna, 2002(1) R.C.R.(Rent) 546**.

4. Per contra, Mr. Girdhar would submit that the suit is in form of simple recovery suit wherein the landlord has maintained action for recovery of arrears of rent after the contract already stands terminated.

5. Counsel for the petitioners joins issue thereon and submits that in fact the petitioners have already vacated the premises and the landlord is not coming-forth to claim the possession.

6. I have heard counsel for the parties and have gone through records of the case.

7. There can't be any dispute with the proposition canvased by Delhi High Court in the case **H.S. Bedi vs. National Highway Authority of India** (supra) and **Onida Finance Limited vs. Mrs. Malini Khanna** (supra), that the disputes *qua* agreements relating to immoveable property used exclusively for trade of commerce would fall within 'commercial disputes' and thus have to be adjudicated by the Commercial Courts established by the dint of the Commercial Courts Act, 2015.



8. In the present case, the landlord claims termination of the agreement. The tenant does not dispute that and claims that the possession of the property has already been vacated. Thus the suit relates to *mesne* profits for occupation of the property after the agreement stands terminated.
9. In view thereof, this Court finds that both the parties are *ad idem* that the agreement does not survive. Thus, this Court does not find that the dispute in the present *lis* would fall within the definition of ‘commercial disputes’ as is being canvassed by the counsel for the petitioner.
11. Resultantly, finding no merit in the present revision, the same is ordered to be dismissed.

January 20, 2026		(Pankaj Jain)
Dpr		Judge
Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No