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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(OS) 584/2023**

VINAYAK ENTERPRISES

.....Plaintiff

Through: Mr. Neeraj Kumar Jha, Advocate.

versus

ARVINDER SINGH

.....Defendant

Through: Ms. Smita Bankoti & Mr. Aashish Sheoran, Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

09.03.2026

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I.A. 385/2025

1. The present Application under Order VII Rule 11 of CPC has been filed on behalf of the Defendant seeking rejection of the Plaint on the ground that the Plaint as framed is barred by law.
2. The present Suit is one for recovery of damages to the tune of Rs. 3,00,00,000/- along with interest of 18% per annum.
3. The averments made in the Plaint indicates that the Plaintiff, which is engaged in retail and wholesale business of household electrical goods and products, was desirous of taking the property of the Defendant on lease. It is stated that, thereafter, a Lease Agreement was entered into between the Plaintiff and the Defendant on 01.01.2023. The rent of the property was fixed at Rs.1,32,000/- per month and the Plaintiff had also given a sum of Rs.4,30,000/- to the Defendant as a security, which was refundable by the Defendant at the time of vacation of the leased premises. Paragraph No.4 of



the Plaintiff states that at the time of letting out of the leased premises, the Defendant assured the Plaintiff that certain works would be undertaken by the Defendant on the leased premises. Paragraph No.4 of the Plaintiff reads as under:

“4. That at the time of letting out the aforesaid leased premises, the defendant assured the plaintiff that the defendant had done the entire work in the said leased premises as under:-

a) drainage system has to be installed in the said premises within 21 days as the said premises gets flooded in the rainy seasons.

b) The wall on the right side of the said premises requires repair of reconstruction due to wear and tear and the same will be repaired within 21 days.

c) That the entry towards the said premises has to be clear from all obstructions at all the times from the lessor or his relatives.

d) that lessor i.e. the defendant will get the floor tiled or get it Pucca in 3 parts and within 4 months from the day of signing this agreement as there is no Pucca Floor on the said premises.”

4. It is further stated in the Plaintiff that due to the Katchha surface, the leased premises flooded due to heavy moisture which caused the loss of goods, and hampered the goodwill of the Plaintiff. Therefore, the Plaintiff has filed the present Suit for recovery of damages to the tune of Rs. 3,00,00,000/- along with interest of 18% per annum.

5. It is the case of the Defendant in the present application that the present dispute arises out of the Lease Agreement which was for taking on



rent a commercial property for carrying out the business of the Plaintiff. Learned Counsel for the Defendant contends that the dispute, therefore, arises out of an Agreement relating to an immovable property concerning exclusive use for trade and commerce.

6. Learned Counsel for the Defendant contends that it is an admitted position that the agreement in question pertains to an immovable property which was being used for the purposes of trade and commerce. It is therefore submitted that, in view of the definition of “commercial dispute” as defined under Section 2(1)(c)(vii) of the Commercial Courts Act, 2015, the present dispute is a commercial dispute.

7. Confronted with this, the learned Counsel for the Plaintiff seeks permission to withdraw the present Suit with liberty to take recourse to all such steps as may be available in accordance with law.

8. Permission and liberty, as sought for, are granted.

9. The Suit is disposed of as withdrawn, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

MARCH 09, 2026

S. Zakir