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IN THE HIGH COURT OF DELHI AT NEW DELHI

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FAO(OS) (COMM) 122/2025

SHRI VIJAY TANEJA

.....Appellant

Through: Mr. Deepak Tyagi & Mr. Ishan Seth,
Adv.

versus

LATE YOGESH TANEJA (SINCE DECEASED) THROUGH LRS.

.....Respondent

Through: Mr. Anshul Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE DINESH MEHTA

HON'BLE MR. JUSTICE VINOD KUMAR

ORDER

28.01.2026

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1. By way of the present appeal, the appellant has challenged the order dated 05.05.2025 passed by the learned Single Judge before whom the suit in question as a commercial suit was being tried.
2. The suit was filed for the following reliefs:

“a) a decree of perpetual injunction thereby restraining the Defendant from carrying out any alienation, additional/alteration/demolition, sale, removal, or disposition of the suit property in question i.e. the remaining portion of the said shop No 9, Central Market, Lajpat Nagar, New Delhi- 110024 ad-measuring 16 x 10.7 sq feet along with the remaining basement of the same dimension underneath or part thereof or otherwise causing injury to the Plaintiff concerning suit property;

b) a decree of partition in respect of all that property comprised of the remaining portion of the said shop No 9. Central Market, Lajpat Nagar, New Delhi- 110024 ad-measuring 16 x 10.7 sq feet along with the remaining basement of the same dimension underneath or part thereof by metes and bounds with separation and delivery of possession of the plaintiffs share to the plaintiff;

c) a preliminary decree for partition of the suit property i.e. the remaining portion of the said shop No 9. Central Market, Lajpat Nagar, New Delhi- 110024 ad-measuring 16 x 10.7 sq feet along with



the remaining basement of the same dimension underneath or part thereof for dividing the said property by metes and bounds and if it is ascertained that this property is not capable of being divided by metes and bounds then to order the sale of the suit property and to divide the proceeds in the ratio of 1/2 share for each of the Plaintiff and Defendant;

d) a decree of rendition of accounts in favour of Plaintiff and against Defendant requiring Defendant to render true and full accounts in respect of rental received from suit property i.e. the remaining portion of the said shop No 9, Central Market, Lajpat Nagar, New Delhi-110024 ad-measuring 16 x 10.7 sq feet along with the remaining basement of the same dimension underneath or part thereof and to further render accounts in respect of said rental earnings and to pass a decree in favour of the Plaintiff in such sum as may be found due and payable to the Plaintiff under the law;

e) an enquiry for the mesne profits in respect of the suit property i.e. the remaining portion of the said shop No 9, Central Market, Lajpat Nagar, New Delhi-110024 ad-measuring 16 X 10. 7 sq feet along with the remaining basement of the same dimension underneath or part thereof be ordered from the date of the institution of the suit until delivery of possession of said share to the Plaintiff under the final decree and a decree for recovery of the same be passed in favour of the Plaintiff and against the Defendant;”

3. Considering the nature of the relief sought, the learned Single Judge treated the suit to be tried as a Civil suit while exercising his power under Order VII Rule 10 of the Code of Civil Procedure, 1908 (*hereinafter referred to as “CPC”*).

4. Learned counsel for the appellant argued that since subject property was let out for commercial purposes and one of the appellant’s brother was getting rent against the said property therefore, the suit was clearly maintainable in the Commercial Court, as the dispute was a commercial dispute as defined under Section 2(1)(c) of the Commercial Courts Act, 2015 (*hereinafter referred to as “the Act of 2015”*).

5. Heard learned counsel for the appellant.



6. The issue in hand lies in a very narrow compass. Indisputably, the suit which has been filed by the appellant is basically a suit for partition. The expression “commercial dispute” as defined in Section 2(1)(c) of the Act of 2015, more particularly clause (vii) thereof reads thus:

“the agreements relating to immovable property used exclusively in trade or commerce”

7. We are of the considered view that while determining as to whether a dispute is a commercial dispute or not, the essence of the dispute is to be seen and not the property which is the subject matter of the dispute. Argument of learned counsel for the appellant relates to the nature of the subject property and not to the nature of the suit, which in the instant case is, a suit for partition and for rendition of accounts.

8. We have no doubt that since the suit in question in essence, is a suit for partition and rendition of accounts, the same would not fall within the ambit of the expression “commercial dispute” as enumerated in Section 2(1)(c) of the Act of 2015.

9. We do not find any illegality or error in the impugned order dated 05.05.2025, passed by the learned Single Judge to try as a Civil suit. The appeal, therefore, fails.

10. The appeal so also all pending applications stand disposed of.

DINESH MEHTA, J.

VINOD KUMAR, J.

JANUARY 28, 2026/sr