



IN THE HIGH COURT OF MADHYA PRADESH
AT GWALIOR

BEFORE
HON'BLE SHRI JUSTICE G. S. AHLUWALIA
ON THE 16th OF JUNE, 2025

CIVIL REVISION No. 169 of 2024

MOHIT SADANA
Versus
VIJAY KUMAR GOYAL

Appearance:

Shri Prakash Chandra Chandil, Advocate for the petitioner.

Shri Sameer Kumar Shrivastava, Advocate for respondent.

ORDER

This civil revision has been filed against the order dated 21/02/2024 passed by Second Civil Judge, Junior Division, Shivpuri in RCSA No.120/2022, by which application filed by petitioner under Order 7 Rule 11, CPC for rejection of plaint has been dismissed.

2. Facts necessary for disposal of present revision, in short, are that respondent filed a suit for eviction from the suit shop. The petitioner filed an application under Order 7 Rule 11, CPC on the ground that since trade and business is being carried out by petitioner from the suit premises, therefore in



view of Section 2(1)(c)(vii) of the Commercial Courts Act, 2015 (*for short "the Act"*), jurisdiction of Civil Court is barred and thus the Civil Court should have rejected the plaint on the ground of lack of jurisdiction. To buttress his contention, counsel for petitioner has relied upon judgment passed by Calcutta High Court in the case of **Maharshi Commerce Limited Vs. Rajiv R. Balani & Ors** decided on **10/11/2022** in **CS/3/2019 (IA No. GA/6/2022)**.

3. *Per contra*, revision is vehemently opposed by counsel for the respondent. It is submitted that merely because the suit for eviction from the suit shop has been instituted on various grounds as mentioned in Section 12 of the Madhya Pradesh Accommodation Control Act, the dispute would not become a commercial dispute. To buttress his contention, counsel for respondent has relied upon judgment passed by Division Bench of High Court of Gujarat in the case of **Ujwala Raje Gaekwar Vs. Hemaben Achyut Shah and Ors** reported in **2016 0 Supreme (Guj) 1202** and order passed by a coordinate Bench of this Court in the case of **M/s Bhopal Fracture Hospital and others Vs. Savitri Devi Vijjaywargiya** decided on **15/04/2024** in **CR No. 24/2024 (Principal Seat)**.

4. Heard learned counsel for the parties.

5. So far as the judgment relied upon by the counsel for petitioner in the case of **Maharshi Commerce Limited (Supra)** is concerned, it is fairly conceded by counsel for petitioner that the said judgment is subject matter of SLP which is pending before the Supreme Court and there is an interim order. Under these circumstances, this Court is of considered opinion that once there is an interim order in SLP arising out of **Maharshi Commerce Limited (Supra)**, then it would not be appropriate for this Court to rely upon the reasoning assigned in the said order.



6. “Commercial dispute” has been defined under Section 2(1)(c) of the Act. Section 2(1)(c)(vii) of the Act provides for “agreements relating to immovable property used exclusively in trade or commerce”. In the present case, petitioner, who is tenant in the suit shop, is carrying out business from the tenanted premises.

7. "Specified value" has been defined under Section 2(1)(i) of the Act, which provides that “specified value in relation to commercial dispute, shall mean the value of the subject matter in respect of a suit as determined in accordance with Section 12, which shall not be less than 3 lakh rupees, or such higher value, as may be notified by the Central Government.”

8. Section 12 of the Act reads as under:-

12. Determination of Specified Value - (1)The Specified Value of the subject-matter of the commercial dispute in a suit, appeal or application shall be determined in the following manner:—

(a)where the relief sought in a suit or application is for recovery of money, the money sought to be recovered in the suit or application inclusive of interest, if any, computed up to the date of filing of the suit or application, as the case may be, shall be taken into account for determining such Specified Value;

(b)where the relief sought in a suit, appeal or application relates to movable property or to a right therein, the market value of the movable property as on the date of filing of the suit, appeal or application, as the case may be, shall be taken into account for determining such Specified Value;

(c)where the relief sought in a suit, appeal or application relates to immovable property or to a right therein, the market value of the immovable property, as on the date of filing of the suit, appeal or application, as the case may be, shall be taken into account for determining Specified Value; and

(d)where the relief sought in a suit, appeal or application relates to any other intangible right, the market value of the said rights as estimated by the plaintiff shall be taken into account for determining Specified Value; ***



(2)The aggregate value of the claim and counterclaim, if any as set out in the statement of claim and the counterclaim, if any, in an arbitration of a commercial dispute shall be the basis for determining whether such arbitration is subject to the jurisdiction of a Commercial Division, Commercial Appellate Division or Commercial Court, as the case may be.

(3)No appeal or civil revision application under section 115 of the Code of Civil Procedure, 1908, as the case may be, shall lie from an order of a Commercial Division or Commercial Court finding that it has jurisdiction to hear a commercial dispute under this Act.

9. In order to find out as to whether a dispute is a commercial dispute or not, one has to conjointly read Sections 2(1)(c)(vii), Section 2(1)(i) and Section 12 of the Act. From a plain reading of aforesaid provisions, it is clear that only suits, appeals or applications relating to a commercial dispute of a specified value are to be tried by the Commercial Court. Merely because the suit shop is being used for carrying out business or trade, the suit for eviction from the suit shop would not fall within the definition of commercial dispute of specified value.

10. The Division Bench of Gujarat High Court in the case of **Ujwala Raje Gaekwar (Supra)** has held that merely because the movable property in question is going to be used or is being used exclusively in trade or commerce, the dispute does not become a commercial dispute as defined under Section 2(1)(c) of the Act. If the object and purpose of establishment of Commercial Courts, Commercial Divisions and Commercial Appellate Divisions of the High Court are considered, then it is clear that the establishment of Commercial Courts had become necessary on account of inordinate delays and to ensure



fast disposal of high value commercial disputes to provide assurance to domestic and foreign investors.

11. The Supreme Court in the case of **Ambalal Sarabhai Enterprises Limited Vs. K.S. Infraspace LLP and another**, reported in (2020) 15 SCC 585 has held as under:-

“13. The learned Senior Advocate for the appellant would however, contend that a strict interpretation as in the case of taxing statutes would not be appropriate in the instant case where the issue relates to jurisdiction. In that regard, the learned Senior Advocate has referred to the Statement of Objects and Reasons with which the Commercial Courts Act, 2015 is enacted so as to provide speedy disposal of high value commercial disputes so as to create the positive image to the investors world about the independent and responsive Indian legal system. Hence, he contends that a purposive interpretation be made. It is contended that a wider purport and meaning is to be assigned while entertaining the suit and considering the dispute to be a commercial dispute. Having taken note of the submission we feel that the very purpose for which the CC Act of 2015 has been enacted would be defeated if every other suit merely because it is filed before the Commercial Court is entertained. This is for the reason that the suits which are not actually relating to commercial dispute but being filed merely because of the high value and with the intention of seeking early disposal would only clog the system and block the way for the genuine commercial disputes which may have to be entertained by the Commercial Courts as intended by the lawmakers. In commercial disputes as defined a special procedure is provided for a class of litigation and a strict procedure will have to be followed to entertain only that class of litigation in that jurisdiction. If the same is strictly interpreted it is not as if those excluded will be non-suited without any remedy. The excluded class of litigation will in any event be entertained in the ordinary civil courts wherein the remedy has always existed.

14. In that view it is also necessary to carefully examine and entertain only disputes which actually answers the definition



“commercial disputes” as provided under the Act. In the instant case, as already taken note neither the agreement between the parties refers to the nature of the immovable property being exclusively used for trade or commerce as on the date of the agreement nor is there any pleading to that effect in the plaint. Further the very relief sought in the suit is for execution of the mortgage deed which is in the nature of specific performance of the terms of Memorandum of Understanding without reference to nature of the use of the immovable property in trade or commerce as on the date of the suit. Therefore, if all these aspects are kept in view, we are of the opinion that in the present facts the High Court was justified in its conclusion arrived through the order dated 1-3-2019 [*K.S. Infraspace LLP v. Ambalal Sarabhai Enterprises Ltd.*, 2019 SCC OnLine Guj 1926] impugned herein. The Commercial Court shall therefore return the plaint indicating a date for its presentation before the Court having jurisdiction.”

It has also been held that a perusal of the Statement of Objects and Reasons of the Commercial Courts Act, 2015 and the various amendments to the Civil Procedure Code, 1908 and insertion of new rules to that Code applicable to suits of commercial disputes show that the said Act has been enacted for the purpose of providing an early disposal of high value commercial disputes. A purposive interpretation of the Statement of Objects and Reasons and various amendments to the Civil Procedure Code leaves no room for doubt that the provisions of the Act require to be strictly construed. If the provisions are given a liberal interpretation, the object behind constitution of Commercial Division of Courts viz. putting the matter on fast track and speedy resolution of commercial disputes, will be defeated. If one takes a closer look at the Statement of Objects and Reasons, words such as "early" and "speedy" have been incorporated and reiterated. The object shall be fulfilled only if the provisions of the Act are interpreted in a narrow sense and not hampered by the



usual procedural delays plaguing our traditional legal system. Thus, a dispute relating to immovable property per se may not be a commercial dispute. But it becomes a commercial dispute, if it falls under sub-clause (vii) of Section 2(1)(c) of the Commercial Courts Act viz. "the agreements relating to immovable property used exclusively in trade or commerce". The conclusion arrived at herein, that in order to fall within Section 2(1)(c)(vii) of the Commercial Courts Act, the immovable property must be "used exclusively" or "being used exclusively" in trade or commerce, is agreed to. The words "used exclusively in trade or commerce" are to be interpreted purposefully. The word "used" denotes "actually used" and it cannot be either "ready for use" or "likely to be used" or "to be used". It should be "actually used". Such a wide interpretation would defeat the objects of the Act and the fast tracking procedure for deciding the commercial disputes. In the present case, there is nothing on record to show that at the time when the agreement to sell came to be executed in 2012, the property was being exclusively used in trade and commerce so as to bring the dispute within the ambit of sub-clause (vii) of Section 2(1)(c) of the Commercial Courts Act. Merely because the property is likely to be used in relation to trade and commerce, the same cannot be the ground to attract the jurisdiction of the Commercial Court.

12. Therefore, this Court is of considered opinion that merely because suit shop is being used for running business, the question of eviction from said suit shop would not become commercial dispute.

Similar view has also been taken by the co-ordinate Bench of this Court in the case of **M/s Bhopal Fracture Hospital (Supra)**.



13. Considering the totality of the facts and circumstances of the case, this Court is of considered opinion that the trial Court did not commit any mistake by rejecting the application filed under Order 7 Rule 11 CPC.

14. The civil revision fails and is hereby dismissed.

(G.S. Ahluwalia)
Judge

(and)