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CR-747-2025

IN THE HIGH COURT OF MADHYA PRADESH  
AT JABALPUR

BEFORE

HON'BLE SHRI JUSTICE VIVEK JAIN

ON THE 20<sup>th</sup> OF JANUARY, 2026CIVIL REVISION No. 747 of 2025*KANHAIYA LAL ASWANI**Versus**DEEPAK MANOHAR LAL CHAWALA AND OTHERS*

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Appearance:

*Shri Avinash Zargar - Advocate for the Petitioner.**Shri Kapil Rohra - Advocate for the Respondent No.1.*  
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ORDER

Reserved on 01.12.2025Pronounced on 20.01.2026

The present Revision has been filed challenging the Order dated 17.06.2025 at the instance of the Tenant who is aggrieved by rejection of his application under Order 7 Rule 11 of the CPC whereby the Trial Court has rejected the objection of the Petitioner raised by the said application that the suit before the regular Civil Court is not maintainable and the same should be filed or transferred to the Commercial Court.

2. Learned counsel for the Petitioner has vehemently argued before this Court that the suit for eviction and recovery of arrears of rent has been filed by the Plaintiff/Landlord on the assertion that the defendants are tenant and sub-tenant respectively of Shop No.5 and the suit property being a shop, therefore, it is a commercial property and used exclusively for commercial purpose. Therefore, as per Section 2(c)(vii) of Commercial Courts Act, 2015,



the dispute comes within the definition of commercial dispute as per the Act of 2015 and therefore, it is exclusively triable by the Commercial Court. It is argued that the Trial Court has wrongly rejected the application of the Petitioner under Order 7 Rule 11 of the CPC by overlooking the position that the suit was not maintainable before the Trial Court and it was maintainable only before the Commercial Court.

3. Learned counsel for the Petitioner/tenant has relied on judgment of High Court of Calcutta in C.S.No.3/2019 whereby the Calcutta High Court has returned the Plaint to the Plaintiff in a similar matter of eviction of Tenant from commercial property holding the suit to be maintainable only before the Commercial Court. It is therefore, argued that in view of definition of commercial dispute as per Section 2 (c)(vii) of the Act of 2017, the suit was not maintainable before the regular Civil Court and it could only have been filed before the Commercial Court.

4. Further reliance is made on a judgment of the Delhi High Court in *Kartar Singh Kochhar v. ICICI Bank Ltd. Reported in 2024 SCC OnLine Del 6987* wherein the Delhi High Court has held in similar terms.

5 . *Per contra*, it is contended by learned counsel for the Respondent/Landlord that the suit is not filed for enforcement or breach of any agreement relating to any immovable property used exclusively in trade or commerce, but it is filed to seek eviction of the Tenant by exercising the rights given to the Landlord and the grounds made available to the landlord under Section 12 (1) of M.P. Accommodation Control Act. Therefore, it is



simplicitor an Eviction suit under M.P. Accommodation Control Act, 1961 and it cannot be stated to be a commercial dispute by any stretch of imagination because the Respondent/Landlord is only exercising the rights to get the Tenant evicted on grounds under the Accommodation Control Act and nothing else. It is not a dispute relating to any agreement in respect of immovable property used in Trade and Commerce. Therefore, it is argued that the suit is maintainable and the Trial Court has rightly held the suit to be maintainable and rightly rejected the application under Order 7 Rule 11 of the C.P.C. filed by the Petitioner/Tenants.

6. Upon hearing learned counsel for the rival parties and on perusal of the record, it is seen that as per Section 2(c)(vii) of the Act of 2015, following has been provided as one of the commercial disputes defined under the Act of 2015:-

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

7. In the present case, there are no allegations of breach of any agreement or enforcement of terms of any agreement executed between the parties. Neither any written agreement nor any oral agreement has been pleaded by either of the parties which has been alleged to be violated by the defendant or sought to be enforced by the Landlord. The entire plaint does not relate to any clause of the oral or written agreement alleged to be breached, either at the instance of the Plaintiff or at the instance of the defendants who also have not made any pleading of breach of any oral or written agreement between the parties.



8. The same dispute was raised before the Calcutta High Court in the case of *Deepak Polymers (P) Ltd. v. Anchor Investments (P) Ltd. reported in 2021 SCC OnLine Cal 4323* and the Calcutta High Court in the aforesaid case has decided the matter in great detail and held that once the suit arises out of statutory right conferred by Section 108 of Transfer of Property Act having no direct nexus with the lease agreement, therefore, once the precondition of dispute emanating out of lease agreement being not satisfied, the matter would not fall within the purview of Commercial Courts Act, 2015.

9. The Calcutta High Court in the aforesaid case held as under:-

*“30. However, the cardinal question which has not been addressed but is pivotal to the present adjudication is the expression “dispute” which precedes the expression “arising out of” as appearing in Section 2(1)(c) of the 2015 Act. Reading sub-clause (vii) in conjunction with the starting words of Clause (c), it is seen that the expression “agreements relating to immovable property....” qualifies the term “dispute” arising out of such agreements.*

*31. A “dispute” can only be determined by the cause of action of the suit and not the preceding backdrop. Even if Section 106 of the Transfer of Property Act deals with termination of the jural relationship of lessor and lessee, pre-supposing a prior lease agreement, the bundle of facts comprising the cause of action of the suit is the sole determinant of the “dispute” involved in the suit.*

*32. In the event the suits, in the present case, had been filed for recovery of possession in respect of immovable property on the ground of forfeiture for contravention of any of the terms and conditions of the respective agreements-in-question, it might have been argued that the suits pertains to disputes “arising out of” such agreements.*

*33. However, the dispute itself, in the present case, arises out of refusal by the defendants to comply with the notices issued by the lessor under Section 106 of the Transfer of Property Act, 1882, which is based on a statutory right independent and irrespective of any clause of the lease agreements.*

*34. Hence, the suits squarely arise out of a statutory right conferred by Section 106 of the Transfer of Property Act, having no direct nexus with the lease agreements in respect of the immovable properties concerned. Thus, the pre-condition of the applicability of Section 2(1)(c)(vii), that is, the emanation of the dispute out of the lease agreement, is not satisfied in the present suits. Thus, the secondary question as to whether the immovable properties are used exclusively in trade or commerce, pales into insignificance.”*

10. Similar is the present case in hand wherein the Landlord has filed



eviction suit exercising the rights given to the Landlord and the grounds of eviction given to the Landlord as per M.P. Accommodation Control Act, 1961 and has exercised the rights laid down in grounds under Section 12 (1) (a) (b) (h) (o) of the said Act seeking eviction of tenant.

11. This issue has been decided by a coordinate Bench of this Court in *Mohit Sadana Vs. Vijay Kumar Goyal reported in 2025 (3) JLJ 147*, wherein an exactly similar dispute has been decided and it has been held that a suit for eviction would not be maintainable before a Commercial Court only because the suit shop is being used for carrying out business or trade. The judgment of Division Bench of Gujarat High Court has been considered by the Coordinate Bench and it has been held as under:-

*“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. .... 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.”*

12. The coordinate bench has relied on a judgment of the Hon’ble Apex Court in ***Ambalal Sarabhai Enterprises Ltd. v. K.S. Infraspace LLP and Another, (2020) 15 SCC 585*** wherein the Hon’ble Supreme Court 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.*

*36. A perusal of the Statement of Objects and Reasons of the Commercial Courts Act, 2015 and the various amendments to the Civil Procedure Code and insertion of new rules to the Code applicable to suits of commercial disputes show that it 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 we take 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.”*

13. Another coordinate bench of this Court in ***Bhopal Fracture Hospital Vs. Savitri Devi Vijaywargiya (2024 (4) MPLJ 223)*** has also held the same by referring to the statement of objection reasons of Commercial Courts Act, the plain language of Section 2 as well as Section 12 of the said Act, that relates to determination of specified value.

14. In view of the aforesaid, following the views taken by the coordinate benches of this Court so also by the earlier view of Calcutta High Court in the case of **Deepak Polymers (supra)** which has not been considered in its later case of **Maharshi Commerce (supra)** cited by the learned counsel for the Petitioner, so also the view taken by the Gujarat High Court, this Court is of the considered opinion that in such matters of eviction where the Landlord is exercising his right given to him to seek eviction on specified





grounds under M.P. Accommodation Control Act, 1961, the suit would not fall within the definition of Commercial dispute in terms of Section 2(c) of Commercial Courts Act, 2015.

15. Consequently, finding no ground to interfere in the present Revision, the same is **dismissed** and the eviction suit is held maintainable before the Civil Court.

(VIVEK JAIN)  
JUDGE

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