

**IN THE COURT OF GAURAV: DISTRICT JUDGE-01
SHAHDARA DISTRICT, KARKARDOOMA COURTS:
DELHI**

CS No. 103/2016

In the matter of:-

ASIF AHMAD

.....Plaintiff

Versus

BSES & ANR.

..... Defendants

04.06.2026

ORDER

1. By way of this order, I shall decide the issue regarding maintainability of the present suit and the question whether the dispute involved in the present case falls within the ambit of the Commercial Courts Act, 2015.
2. The plaintiff has instituted the present suit seeking (i) a decree of mandatory injunction directing restoration of electricity supply to meter bearing No.19030538 installed at Shop No. A-50, Fish Market, Gazipur, Delhi, (ii) cancellation of Bill/Code YMENF011020250009A0, Enforcement CA No.401698373 for a sum of Rs. 77,23,159/- along with speaking order dated 01.10.2025, and (iii) compensation of Rs.5,00,000/- on account of alleged harassment, mental agony and business loss.

3. It is averred in the plaint that the plaintiff is carrying on poultry business from the aforesaid premises and is operating a Poultry Freezer Unit/Blast Chiller Plant. The plaintiff is admittedly using a non-domestic electricity connection supplied by defendant no.1 under CA No.151958632.

4. According to the plaintiff, an inspection was conducted by the defendants on 09.09.2025 and thereafter, an assessment bill of Rs.77,23,159/- was raised on allegations of meter tampering. The plaintiff disputes the inspection, testing process, assessment proceedings and the consequential demand raised by the defendants.

5. Learned counsel for the plaintiff contended that the present suit does not fall within the ambit of a "commercial dispute" as defined under Section 2(1)(c) of the Commercial Courts Act, 2015. It is argued that merely because the plaintiff is carrying on business activities or is using a non-domestic electricity connection, the dispute cannot automatically be treated as a commercial dispute.

6. He further contended that for attracting the provisions of the Commercial Courts Act, the dispute must arise directly out of one of the categories specifically enumerated under Section 2(1)(c) of the Act. The Court is required to examine the real nature and substance of the dispute and not merely the status of the parties or the place from where the plaintiff carries on business.

7. He further contended that the present suit is essentially a challenge to an assessment bill of Rs.77,23,159/-, a speaking order and the consequential disconnection of electricity supply. The grievance of the plaintiff pertains to the legality of inspection proceedings, alleged meter tampering findings, laboratory testing, assessment proceedings and the arbitrary demand raised by the defendants.

8. He further contended that the present dispute does not arise out of any commercial contract, mercantile transaction, trade agreement, joint venture, partnership agreement, shareholders' agreement or any other commercial arrangement contemplated under Section 2(1)(c) of the Commercial Courts Act.

9. He further contended that the present dispute is not founded upon any commercial transaction between two traders or businessmen but concerns the validity of statutory proceedings initiated by a public utility service provider. On these grounds, learned counsel for the plaintiff prays that the present suit is maintainable before this Court.

10. *Per contra*, learned counsel for the defendant no. 1 contended that the present suit falls within the definition of a "commercial dispute" under Commercial Courts Act, 2015 as the dispute arises out of provision of services.

11. He further contended that the plaintiff is admittedly carrying on poultry business from the suit premises and is availing a non-domestic/commercial electricity connection for running his business activities. The electricity is being supplied by defendant no.1 to the plaintiff for consideration and the relationship between the parties is one of service provider and consumer. The impugned assessment bill, speaking order and disconnection of electricity are all directly connected with such provision of service.

12. He further contended that the plaintiff has sought cancellation of an assessment bill amounting to Rs.77,23,159/- and restoration of electricity supply. Therefore, the dispute arises from a commercial service relationship and squarely falls within Section 2(1)(c)(xviii) of the Commercial Courts Act. On these grounds it is prayed that the present plaint may kindly be returned under

Order VII Rule 10 CPC for presentation before the Court of competent jurisdiction.

13. I have given my thoughtful consideration to the rival contentions made by the learned counsels for the parties and carefully perused the material available on record.

14. Section 2(1)(c) of the Commercial Courts Act, 2015 defines "commercial dispute". Clause (xviii) thereof reads as under:

"agreements for sale of goods or provision of services."

15. In the instant case, the pleadings of the plaintiff unequivocally disclose that the plaintiff is carrying on a commercial poultry business from the suit premises. It is also not disputed that the electricity connection in question is a non-domestic/commercial connection.

16. The foundation of the relationship between the parties is the supply of electricity by defendant no.1 to the plaintiff for consideration. The plaintiff himself pleads that he has been regularly paying electricity consumption charges raised by defendant no.1 and that the impugned assessment bill has arisen in relation to the said electricity connection.

17. The dispute raised in the suit pertains to the legality of the assessment bill, speaking order, continuation of electricity supply and obligations arising from the supply of electricity service. Thus, the subject matter of the suit directly emanates from the service relationship between the parties.

18. Electricity supplied by a distribution licensee to a consumer against payment of charges constitutes provision of service. The controversy in the present case cannot be divorced from such service arrangement. The rights

asserted by the plaintiff and the liabilities alleged against the defendants originate from and are intrinsically connected with the provision of electricity service.

19. This Court is of the considered opinion that once the plaintiff himself pleads that electricity was being supplied for his business establishment through a commercial connection and that the impugned demand has arisen from such supply, the dispute falls within the ambit of a dispute arising out of provision of services.

20. The Court further notes that the plaintiff has sought cancellation of the assessment bill amounting to Rs.77,23,159/- and has also claimed compensation of Rs.5,00,000/- for the alleged harassment, mental agony and business loss suffered by him. Thus, the value of the subject matter of the dispute, as discernible from the substantive reliefs claimed in the plaint, is far in excess of the specified value prescribed under the Commercial Courts Act, 2015. Accordingly, the pecuniary threshold contemplated under the said Act stands satisfied.

21. The substance of the present controversy pertains to rights and liabilities arising from a commercial electricity service being availed by a businessman for the purpose of carrying on business activities. Consequently, the dispute qualifies as a commercial dispute under Section 2(1)(c)(xviii) of the Commercial Courts Act, 2015.

22. Once the dispute is found to be a commercial dispute of specified value, jurisdiction to entertain and try the same vests in the competent Commercial Court. In such circumstances, the proper course is to return the plaint for

presentation before the Court having competent jurisdiction in terms of Order VII Rule 10 CPC.

23. In view of the foregoing discussion, this Court holds that the present dispute falls within the ambit of Section 2(1)(c)(xviii) of the Commercial Courts Act, 2015, being a dispute arising out of provision of services, namely supply of electricity through a commercial/non-domestic connection used for business purposes. Consequently, this Court lacks jurisdiction to entertain and try the present suit.

24. Accordingly, the plaint is ordered to be returned under Order VII Rule 10 of the Code of Civil Procedure, 1908 for presentation before the Court of competent jurisdiction. It is also directed that original documents along with court fees be also returned to the plaintiff along with the plaint after retaining certified copies of the same on record.

25. Ahlmad is directed to make necessary endorsement on the plaint, as per rules.

26. File be consigned to record room after due compliance.

(Typed to the dictation directly, corrected and pronounced in open court on 04.06.2026).

(GAURAV)
DISTRICT JUDGE-01
SHAHDARA DISTRICT
KARKARDOOMA COURTS
DELHI