

**IN THE COURT OF V ADDITIONAL CITY CIVIL AND  
SESSIONS JUDGE AT BENGALURU**

Dated this the 6<sup>th</sup> day of March 2026

Present : **SRI.VEDAMOORTHY B.S.**, B.A.(L)., LL.B.,  
XXXI Addl. City Civil & Sessions Judge, Bengaluru (CCH-14)  
C/c V Addl. City Civil & Sessions Judge, Bengaluru (CCH-13)

**O.S.No.938/2022**

**PLAINTIFF** : Shree Maruti Courier Service Pvt. Ltd.

V/s

**DEFENDANTS** : Mrs.K.R.Lalitha & another.

**ORDERS ON MEMO**

The plaintiff has filed Memo stating that it is a Private Limited Company incorporated under the Companies Act, 1956. The plaintiff filed the suit for recovery of Rs.4.92 lakhs paid to the defendants as security deposit including the interest accrued thereon. This suit involved Commercial dispute as contemplated under Section 2(1)(c) of the Commercial Courts Act, 2015 and the value of the subject matter is also above the specified value as contemplated under Section 2(1)(i) of the Commercial Courts Act, 2015. The Commercial Courts constituted under the provision of Section 3(1) of the Commercial

Courts Act, 2015 have the jurisdiction to adjudicate the suit. The plaintiff has been involved in the commercial activity and vacated the rental premises in the month of April 2019. But, the defendants have failed and deliberately neglected to repay the security deposit amount to the plaintiff. Therefore, this Court may be transfer this suit to the Commercial Court, Bengaluru Urban District.

2. The learned Counsel for the defendants has filed objections to the Memo stating that it is not maintainable either in law or on facts. The plaintiff entered into the Lease Agreement of the schedule premises through one of its representee who has involved in the capacity of receiving and forwarding and the representative is not a franchise during the existence of the lease period. The relationship between the plaintiff and the defendants confined to tenant and landlords. The plaintiff has not disputed the same. The claim of the plaintiff to the effect that it is the Company registered under the Companies Act is unconcerned to the relief sought in the present suit. This Court has jurisdiction to try this suit. The suit of the year

2022. The case is posted for the cross-examination of PW1. Hence, prayed to dismiss the Memo.

3. Heard the arguments of the learned Counsels for the plaintiff and the defendants on Memo. Perused the materials available on record.

4. The following point that has been arisen for my consideration:

*Whether the suit is liable to be transferred to the Commercial Court? If so, what order?*

5. My answer to the above point is in the Negative for the following:

#### **REASONS**

6. The plaintiff has filed this suit against the defendants for recovery of money. The said money is the security deposit amount paid by the plaintiff to the defendants at the time they entered into an Agreement of Lease dated 09.08.2013. The said lease was in respect of a shop premises. Therefore, this dispute is a Commercial dispute which arisen out of an Agreement relating to immovable

property used exclusively in trade or commerce. For the above reasons, the suit involves commercial disputes as defined under Section 2(1)(c) of the Commercial Courts Act, 2015. The claim amount is above the specified value as contemplated under Section 2(1)(i) of the Commercial Act, 2015. Therefore, this suit has to be tried by the Commercial Court and this Court has no jurisdiction to try this suit.

7. Section 15 of the Commercial Courts Act, 2015 empowers this Court to transfer of pending cases which were filed before the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Act, 2018 was came into force i.e., on 03.05.2018. If the suit filed thereafter shall be dealt under Order VII Rule 10 of the Code of Civil Procedure by returning the plaint to the plaintiff to file it before the jurisdictional Commercial Court. This suit is filed on 04.02.2022. For the above reasons, the plaint in this suit shall be returned to the plaintiff to file it before the jurisdictional Commercial Court. Hence, I answer the

above point in the Negative. In the result, I proceed to pass the following :

**ORDERS**

The Memo filed by the plaintiff is hereby dismissed.

Since the dispute is Commercial in nature, this Court has no jurisdiction to try this suit. Therefore, the office is hereby directed to return the plaint to the plaintiff to file it before the jurisdictional Commercial Court.

No order as to cost.

(Typed by the stenographer in the Court computer on my direct dictation, printout taken, corrected and then pronounced by me in the open court today on this the 6<sup>th</sup> day of March 2026)

**(VEDAMOORTHY B.S.)**

XXXI Addl. City Civil & Sessions Judge,  
Bengaluru.

C/c V Addl. City Civil & Sessions Judge,  
Bengaluru.