20 CS DJ 399/26
MS RSSK OUTSOURCE PRIVATE LIMITED Vs.
RAMA INFOTECH PVT LTD

12.05.2026

Present: Sh. Kavish Bidhuri, Ld. Counsel for plaintiff.

<u>Return of the plaint under Order VII Rule 10 CPC</u>

As per contents of the plaint, both plaintiff and defendant are companies duly incorporated under the Companies Act. It is specifically averred in Para 3 of the plaint that plaintiff and defendant are engaged in commercial transactions since last many years pursuant to which substantial loans and advances were extended to defendant company in good faith since the year 2021 for business requirements of the defendant. As per the plaintiff, a total sum of Rs. 49,19,000/- was outstanding and payable by the defendant to the plaintiff as on 31.03.2024 but defendant has only made part payment of Rs. 28,27,000/- during the financial year 2024 - 2025 and further a meagre amount of Rs. 7,500/- in April 2025 and consequently a sum of Rs. 20,84,500/- remains still outstanding which defendant has failed to pay despite issuance of legal notice dated 11.02.2026. Plaintiff company has instituted the present suit for recovery of this outstanding amount of Rs. 20,84,500/- and also claimed an interest @ 24% p.a. Plaintiff relies on copy of ledger account of defendant company maintained by it and also copy of bank statement issued by the bankers of the plaintiff reflecting the disbursal of loan amount. Plaintiff has also placed on record copy of the legal notice dated 11.02.2026 issued to the defendant demanding the outstanding amount. There is a specific averment in the legal notice also that defendant has been

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engaged in commercial relationship with the plaintiff for several years and during the course of such dealings defendant approached the plaintiff for seeking financial assistance for business operations.

Wholesome reading of the contents of the plaint and legal notice clearly shows that it is not a simple personal loan transaction. As already noted, there are clear averments that parties are engaged in commercial relationship and further loans were advanced for the defendant's business requirements. Plaintiff company can be described as a financier advancing loans to the defendant admittedly for business requirements. At this stage, the relevant clause of commercial dispute as per Commercial Courts Act, 2015 needs to be quoted for better appreciation of the nature of relationship between the parties :

> *"(c) "commercial dispute" means a dispute arising out of—*
>
> *(i) ordinary transactions of merchants, bankers, financiers and traders such as those relating to mercantile documents, including enforcement and interpretation of such documents;*
>
> *….."*

The aforesaid clause covers ordinary transactions, inter alia, of the financiers. As already noted, plaintiff company has financed the money for investment in business to the defendant company and it is also admitted case of the plaintiff that both the parties are engaged in commercial transactions since last many years. It is well settled that court must look at the true nature of the dispute, not just technical labels. No doubt, all suits of recovery of money cannot be brought under Section 2 (i) (c) (i) of Commercial Courts

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Act, 2015 but the pleadings quoted above clearly record admission on the part of the plaintiff that it is not an ordinary suit for recovery of money but plaintiff seeks to recover money in a scenario when parties are engaged in commercial transactions and further, amount has been lent to meet the business requirements of the plaintiff.

Accordingly, in the opinion of this court, this court lacks jurisdiction over the subject matter as the dispute between the parties is commercial in nature. Resultantly, the plaint stands returned under Order VII Rule 10 CPC to be filed before the court of competent jurisdiction.

Ahlmad is directed to endorse on the plaint the date of presentation, return etc. as per Order VII Rule 10 (2) CPC.

File be consigned to Record Room after due compliance.

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(CHANDER MOHAN)
District Judge-14, LAC,
Central, THC, Delhi/12.05.2026