

In the Court of Additional District Judge,
(Fast Track Court, Budgam.)

Instituted on: 06-04-2026

Reserved on: 05-08-2026

Pronounced on: 07-08-2026

M/s Sheikh Builders through its Proprietor
Muzaffar Ahmad Sheikh
S/o Nazir Ahmad Sheikh
R/o Wanbal Rawalpura, Srinagar.

...Plaintiff

Through: Mr. Javid Iqbal Dar, Advocate

V/s

Mst. Abida Haq
W/o Abdul Haq
R/o 204 housing colony, Chanapora
Srinagar.

...Defendant

Through: Mr. S.A. Bhat, Advocate

CORAM:YAHAYA FIRDOUS UID NUMBER JK00113

O R D E R

1)- The plaintiff filed the suit on hand for Specific Performance of Contract with Consequential relief of injunction. Defendant filed her written statement and objections.

2)- The suit of the plaintiff is based on an agreement executed in between the plaintiff and the defendant by virtue of which the defendant, who was owner in possession of land measuring 04 kanals & 03 marlas including 08 marlas of Shamilat land under survey No's. 135 (old), 306 (new) & 139 (old), 299 (new) situated at Mouza Rakhi Sathoo Tehsil Baghat-e-Kanipora District Budgam, agreed to sell the said land to the plaintiff for a sale consideration of Rs.75,00,000/- per Kanal.

3)- The plaintiff paid Rs.5,00,000/= to the defendant as token money through cheque bearing No. 46882720. As per plaintiff, it was agreed by the plaintiff and the defendant in pursuant to the agreement that rest of the payment would be made to the defendant after re-selling the land in question to some purchaser.

4)- The defendant is said to have delivered the possession of the land to the plaintiff and the defendant was bound to provide the revenue extracts for re-selling of the plot to the third party, however, the defendant failed to

abide by her promise, as such, failed to provide the revenue extracts, hence this suit for Specific Performance.

5)- It is evident from the plaint that the plaintiff is a registered builder under J&K Shops & Establishment Act, 1966 bearing registration No. 3935736723 and & Ministry of Micro Small and Medium Enterprises bearing No. UDYAM-JK-21-0019932, thus, is engaged in development and sale of landed properties. This assertion is made by the plaintiff in para 2 of the plaint.

6)- Since it is noticed that the dispute between the plaintiff and the defendant arises out of an agreement relating to land measuring 4 kanals & 3 marlas, which is immovable property, as per the terms and conditions of the agreement the plaintiff was to pay the balance amount only after the land in question is re-sold, thus, the land in question is used exclusively in trade, therefore, qualifies to be a commercial dispute to be tried by the Commercial Court in terms of Section 2 (vii) of Commercial Courts Act, 2015.

7)- Thus, in view of the above observation this court is of the opinion that the suit on hand is purely commercial in nature and can be tried under Commercial Courts Act, 2015 by the competent Court, as this Court lacks jurisdiction, as such, the plaint on hand is returned to the plaintiff for presenting it before the Commercial Court having jurisdiction to try the suit of Commercial nature. Interim order, if any, is vacated forthwith.

8)- Civil Clerk is directed to handover the suit on hand alongwith all the documents enclosed with the plaint after de-tagging the day to day orders, either to the plaintiff in person or, through counsel vide proper receipt after retaining an index which shall go to the records after due compilation.

Announced
07.08.2026

Sd/=
Additional District Judge,
Budgam.