


MHKO080001632025 	<p style="text-align: center;"><u>Order below Exh. 22 in Commercial Suit</u> <u>No.2/2025</u></p> <p style="text-align: center;">ISC Projects Pvt Ltd Through Authorised Dhananjay Dattatraya Gavali Vs Suryakant Namdev Narvekar</p>
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1. The present application is moved by the defendant alleging that, the present suit is filed under section 6 of the Commercial Courts Act, 2015 ('the CC Act' for short) read with sections 12, 36 and 39 of Specific Relief Act, 1963 for specific performance recovery, injunction and mandatory direction. However, the mandate of section 12A of the CC Act is not followed by the plaintiff as matter was not referred for pre-litigation mediation as per the provision of section 12A of the CC Act. The provision is mandatory and filing of suit without following due procedure contemplated under section 12A of the CC Act is not maintainable and liable to be rejected as per O.7, R.11 of Code of Civil Procedure, 1908 ('CPC' for short). Hence, the application.

2. The application is strongly opposed by plaintiff by filing say at Exh.23, wherein it is contended that, the defendant seems to have filed present application (Exh.22) only with intent to delay and prolong the hearing in the present matter. Defendant seems to have forgotten to look into the fact that, the plaintiff has filed application (Exh.5) for interim injunction. Thus, as the plaintiff having urgency in the present matter filed application (Exh.5) for interim relief, plaintiff has fulfilled the pre-requisite condition for not going to pre-institution mediation prior to filing the present suit. The intent of the legislature behind the enactment of CC Act, 2015, is that, it was specifically enacted to ensure the speedy disposal of high-value commercial disputes. As per provisions of CC Act, a commercial suit must be disposed of within two years of being allocated to the Commercial

Division. An act on the part of the defendant is against the intent of the legislature and contrary to public policy and therefore prayed to reject the application with costs.

3. Perused the record. Heard both the parties. The following points arise for my decision and I have recorded my findings thereon with reasons as under.

<u>Sr.</u>	<u>POINTS</u>	<u>FINDINGS</u>
1)	Whether the suit is hit by provisions of section 12A of the CC Act? ?	.. In the negative.
2)	Whether the suit is liable to be rejected by not following mandatory provision of S.12A of the CC Act, as per the provision of O.7, R.11 of CPC?	.. In the negative.
2)	What order ?	Application (Exh.22) is rejected.

REASONS

As to Point No. 1 and 2 :-

4. A short question arises in this application as to whether the present suit is hit by the provisions of section 12A of the CC Act? The learned Counsel Shri.M.V. Patil for the defendant submitted that as the mandatory procedure laid down by the section 12A of the CC Act is not followed in the present case by the plaintiff and therefore the suit is hit by the provisions of section 12A of the CC Act. He pointed out that though the plaintiff has moved an application (Exh.5) seeking interim relief but the same cannot be considered to exempt the plaintiff from following the mandate of section 12A of the CC Act. During his course of arguments he relied on **M/s. Dhanbad Fuels Private Ltd Vs. Union of India and Anr., (2025) 6 SCR 432**, it is held that-

a. *The decision of this Court in Patil Automation (supra) lays down the correct position of law as regards Section 12A of the 2015 Act by holding it to be mandatory in nature.*

b. *As held in paragraph 104 of the decision in Patil Automation (supra), the declaration of the mandatory nature of Section 12A of the 2015 Act relates back to the date of the Amending Act.*

c. *As held in paragraph 113.1 f the decision in Patil Automation (supra), any suit which is instituted under the 2015 Act without complying with Section 12A is liable to be rejected under Order VII Rule 11. However, this declaration applies prospectively to suits instituted on or after 20.08.2022.*

d. *A suit which contemplates an urgent interim relief may be filed under the 2015 Act without first resorting to mediation as prescribed under Section 12A of the 2015 Act.*

e. *Unlike Section 80(2) of the CPC, leave of the court is not required to be obtained before filing a suit without complying with Section 12A of the 2015 Act.*

f. *The test for 'urgent interim relief' is if on an examination of the nature and the subject-matter of the suit and the cause of action, the prayer of urgent interim relief by the plaintiff could be said to be contemtable when the matter is seen from the standpoint of the plaintiff.*

g. *Courts must also be wary of the fact that the urgent interim relief must not be merely an unfounded excuse by the plaintiff to bypass the mandatory requirement of Section 12A of the 2015 Act.*

h. *Even if the urgent interim relief ultimately comes to be denied, the suit of the plaintiff may be proceeded with without compliance with Section 12A if the test for 'urgent interim relief' is satisfied notwithstanding the actual outcome on merits.*

i. *Suits instituted without complying with Section 12A of the 2015 Act prior to 20.08.2022 cannot be rejected under Order VII Rule 11 on the ground of non-compliance with Section 12A unless they fall within the exceptions stipulated in paragraph 113.2 and 113.3 of the decision in Patil Automation (supra).*

j. *In suits instituted without complying with Section 12A of the 2015 Act prior to 20.08.2022 which are pending adjudication before the trial court, the court shall keep the suit in abeyance and refer the parties to time-bound mediation in accordance with Section 12A of the 2015 Act if an objection is raised by the defendant by filing an application under Order VII Rule 11, or in cases where any of the parties expresses an intent to resolve the dispute by mediation.*

63. *Thus, the answer to the question formulated by us whether a suit filed without applying with Section 12A of the 2015 Act must*

be dismissed or be kept in abeyance with a direction to the parties to explore mediation is as follows :

a. If the suit is instituted on or after the date of the decision in Patil Automation(Supra), i.e., 20.08.2022, without complying with Section 12A of the 2015 Act, then it must meet with rejection under Order VII Rule 11, either on an application by the defendant or suo motu by the court.

b. If the suit was instituted prior to 20.08.2022 without complying with Section 12A of the 2015 Act, and the same does not fall within one of the exceptional categories as explained in paragraph 47 of this judgment, then it would be open to the court to keep the suit in abeyance and direct the parties to explore the possibility of mediation in accordance with the 2015 Act, the PIMS Rules and the 2020 SOP.

5. He also submitted that, the plaintiff cannot claim any right title interest in the suit property because basically it is a leave and license agreement entered in between the parties. Therefore, by virtue of section 52, 54, 60 and 62 of the Easement Act, 1872, he submitted that, the relief claimed by the plaintiff cannot be granted as of right. He placed his reliance on

i) **Mumbai International Pvt Ltd Vs. Golden Chariot Airport and another [2011(2) Civil LJ 291**, it is held that-

“The very idea of a license being irrevocable is a bit of a contradiction in terms. From the clauses of the license referred to above, it is clear that by its terms the license is revocable. It is well-known that a mere license does not create any estate or interest in the property with which it is concerned. Normally, a license confers legality to an act, which would otherwise be unlawful. A license can be purely personal, gratuitous or contractual. Whether a contractual license is revocable or not, would obviously depend on the express terms of the contract. A contractual licence is normally revocable, except in certain circumstances that are expressly provided for in the Indian Easement Act, 1882.

A license has been defined in Section 52 of the Indian Easement Act, 1882 as a right to do or continue to do in or upon the immovable property of the grantor something, which, in the absence of such right, could be unlawful, but such right does not amount an easement or an interest in the

property.

Following the aforesaid principles and the clauses in the licence agreement, this Court holds that the license by its very term is revocable.”

ii) **M/s. Vaishnavi Sai Shri Mahalaxmi Jagdamba Shikshan Sanstha Vs. Purva Vidarbha Mahila Parishad., (2022) 1 Mh.L.J. 519**, wherein it is held that-

“ Much emphasis was placed by the learned Senior Counsel for the petitioner on the wore exclusive’ used in above quoted clause(6) of the agreement, to claim that the petitioner was and continued to be in exclusive possession of the premises, thereby showing that in substance it was a lease agreement. But, reading clause(6) in its entirety, this Court finds that prima facie the petitioner was granted exclusive use and occupation of the building in question for lawful academic purposes and that the relationship between the parties even prima facie comes out to be that of licensor and licensee. The lawful possession of the building in question, prima facie continued to be that of the respondent, with the petitioner only having a right to use the same on specific terms and conditions. The petitioner was fully aware about the terms and conditions, including the term that the leave and license could be revoked before the expiry of the stipulated period by giving an advance notice.”

iii) **The Corporation of Calicut Vs. K. Sreenivasan., (2002) AIR (SC) 2051.**, it is held that-

“16. It is true that a licensee does not acquire any interest in the property by virtue of grant of licence in his favour in relation to any immovable property, but once the authority to occupy and use the same is granted in his favour by way of licence, he continues to exercise that right so long the authority has not expired or has not been determined for any reason whatsoever, meaning thereby so long the period of licence has not expired or the same has not been determined on the grounds permissible under the contract or law. Occupation of licensee is permissive by virtue of the grant of licence in his favour, though he does not acquire any right in the property and the property remains in possession and control of the grantor, but by virtue of such a grant, he

acquires a right to remain in occupation so long the licence is not revoked and/or he is not evicted from its occupation either in accordance with law or otherwise. Main thrust of Section 2(f) of the Act is upon the expression 'occupation' with authority or without authority. If a person without any authority occupies any public building he would be a trespasser and his case would be covered by first part of Section 2(f) and would be liable to be evicted under the provisions of the Act instead of taking recourse to ordinary law by filing a properly constituted suit which is dragged on for years together. Second part of Section 2(f) deals with cases where a person is in occupation by virtue of an authority granted in his favour irrespective of the fact whether the authority is in the form of lease or licence or in any other form. So far as case of lease of a public building is concerned, upon expiry of the period limited thereby or its determination in accordance with law, the special procedure prescribed under the Act providing speedy remedy for eviction would apply even though some interest in the immovable property is created in favour of the lessee by virtue of creation of lease in his favour. But in a case of licence, no interest in the property is created by virtue of the grant, but a person acquires a right to continue his occupation by virtue of the authority granted in his favour under the licence unless the period of licence has expired or the same has been determined or licence has been revoked and/or the licensee is evicted by the grantor. If it is held that Section 2(f) would apply only in case of lease and not in the case of licence, the position will be very incongruous as in the case of lease, though a lessee acquires interest in the property which is a higher right, but he can be evicted under the special procedure prescribed under the law providing much speedy remedy whereas in case of licence, a licensee, who does not acquire any interest in the property and has only some sort of right of occupation by virtue of the nature of grant in his favour so long he is not evicted, can be evicted through long drawn ordinary procedure of filing a civil suit. This could not have been the intention of the Legislature. Apart from that, out of the expressions 'whether by way of lease' or 'any other mode of transfer', the expression 'any other mode of transfer' is very wide and would not necessarily mean only that mode of transfer whereby a right has been created in immovable property. The expression 'transfer' under the Transfer of Property Act connotes creation of some interest in immovable property. But under Section 2(f) of the Act such a restricted meaning would defeat the purpose of legislation which is impermissible. The expression "any other mode of

transfer" would definitely bring within its sweep the case of a licensee where right of the grantor to occupy and continue to occupy immovable property is transferred though under law, the property remains in possession and control of the grantor. In view of the foregoing discussions, we hold that the expression 'unauthorised occupation' within the meaning of Section 2(f) of the Act would embrace within its ambit the case of licensee as well after expiry of the period of licence or upon its determination for any reason whatsoever, as such the Estate Officer was quite justified in initiating proceeding under the Act and passing eviction order therein."

iv) **Eldho Vs. Manual (2014) 4 Civil J 907.**, it is held that-

"As per S. 61 of the Indian Easements Act, revocation of a license may be express or implied. Even when the conduct of the licensor, clearly depicts that he had revoked the license, it can be treated as an implied revocation. The licensor was contending from the beginning that the licence was revoked. In such a case, in the absence of any document to prove such revocation, it has to be treated as an implied revocation within the meaning of S.61, When PW.1 has admitted that the licensor had demanded vacant possession on 23.11.2009, any further evidence is not required to prove that the license was revoked within the meaning of S.61 of the Indian Easements Act. Over and above it, the repeated assertions made by the licensor in the written statement as well as in the Writ Petition also clearly reveal that the same constitute revocation within the meaning of S.61 of the Act. In a case of license simpliciter, the license cannot protect his possession against the licensor. Of course, he could protect his possession against other person, other than the licensor. A premature revocation, may at the most give a right to the licensee under S.64 of the Indian Easements Act for claiming damages. Matters being so, this Court does not find anything to interfere with the impugned judgment. This appeal is devoid of merits, and is only to be dismissed, and I do so."

Finally he prayed to allow the present application and reject the plaint as per the provisions of O.7,R.11 of CPC.

6. The application is strongly opposed by learned Counsel Shri. R.S.Patil. He submitted that, basically the dispute arose between the parties when the defendant has not followed the terms and conditions of

leave and licence agreement and denied the right to excavate from the suit property. He pointed out that, the plaintiff is a private limited company based in Pune and undertaking the business of construction of roads, bridges, buildings etc. The plaintiff company has taken up the project of the Government of Maharashtra to Chandgad to Halkarni, Khanapur, Kolhapur, district borders through Chandgad, Ajara and Gadhinglaj Taluka known as 'EPC Chandgad- improvement State Highway-201'. As the plaintiff company was in need of stone and gravel in order to start its work for said projects and the defendant who has abundant stone and gravel in the stone quarry in the suit property approached the plaintiff. After discussion, a leave and licence agreement was executed and registered with Sub-Registrar, Ajara bearing its Registration No.1622/2024, on 18/10/2024.

7. He further pointed out that, the leave and license agreement was for five years starting from 16/10/2024 to 15/10/2029. As per the said agreement 5 acre area out of the suit property was agreed to use to set up a temporary stone crushing plant, weighing scale, sight office, quality inspection laboratory, labour camp, storage room, RMC and other ancillary uses and the remaining 2.90 acre was agreed to use for mining and excavation. For the said use of the suit property as licence fees the plaintiff company agreed to pay Rs.7,900/- per year and Rs.10,000/- towards security deposits to the defendant. The defendant agreed to let the plaintiff excavate approximately 10 lakhs metric tons of stones from the suit property during the five years tenure as mentioned in the agreement. The plaintiff agreed to pay defendant an amount of Rs.20 per metric ton.

8. He further pointed out that, it was agreed to carry out joint ETS survey for the purpose of determination of earlier excavation in the suit property. During the ETS survey if it is found that there is any royalty due to the Government for the said earlier excavation, the defendant will have to pay the said amount.

9. He also pointed out that, accordingly the defendant applied for ETS survey of the suit property before the District Mining Officer, Kolhapur on 09/10/2024 and 18/11/2024. By his communication dated 18/11/2024 the District Mining Officer ordered the defendant to deposit an amount of Rs.40,98,240/- towards 6045 brass of earlier excavation, 10% DMF, 2% TCS and ground rent. Thus, it became difficult for the plaintiff to start its further work unless and until said amount is deposited by the defendant. But the defendant did not have the funds to pay the said amount which comes to Rs.45,98,240/- and thus the defendant requested the plaintiff to pay the said amount.

10. He also pointed out that, as per mutual understanding it was decided that the plaintiff would pay the said amount which will be adjusted towards future payment to be made by the plaintiff to the defendant as per the leave and licence agreement. Accordingly, notarized agreement was executed between the parties on 19/12/2024.

11. He also pointed out that, the defendant has paid the said amount and got clearance from the Government authority but the defendant did not allow the plaintiff to go for excavate work from the quarry in the suit property and thus dispute arose between the parties. In addition to this, the father of the defendant initiated RCS No.30/2025 in collusion with the defendant against the present plaintiff and the State Government and the earlier owner of the quarry Mahesh Annaji Bhosale. The said suit is pending on the file of Ld.Civil Judge Senior Division, Gadhinglaj.

12. He further pointed out that, till this date the plaintiff has invested an amount of Rs.01,63,01,886/- for excavation of stone from the suit property. Now without any fault on the part of the plaintiff the defendant is putting hurdle in the excavation and thus it is resulting into a huge losses to the plaintiff as the plaintiff has already entered into

agreement of the construction of road with the Maharashtra State Infrastructure Development Corporation Ltd., which is a time bound work commenced from 09/10/2024 and to be completed on or before the schedule completion date any extension thereof. Thus, the work of road construction assigned to the plaintiff is time bound work and is to be completed within the stipulated period given in the agreement which is specially mentioned in Clause 10.3 of the agreement wherein 912 days are specified to complete the said project from 09/10/2024. Thus, near about one year already lapsed and the defendant is not allowing the plaintiff to carry out the excavation work and thus the defendant is taking undue advantage of the situation of the plaintiff company and insisted to purchase the suit property, the proposal of which is flatly derived by this plaintiff as the plaintiff is not interested in purchasing the suit property.

13. He also pointed out that, recently the plaintiff also came to know that the defendant has secured some loan on the suit property in collusion with one Sanmitra Rural Non-Agricultural Co-operative Patsanstha, Mdt. Watangi. As the said credit society has pasted a notice dated 21/01/2025 on the said in the suit property. Thus, he submitted that, there is dire, need of urgency to start the work of road construction and which is totally depending on stone quarry work to be commenced from the suit property. Therefore, the plaintiff has no option but to move commercial suit in this Court and considering the urgency in the matter has to seek interim mandatory relief.

14. He has also stated at bar that, efforts of mediation and to resolve the dispute out of Court were already made but the defendant did not respond positively. Thus, he submitted that, the plaintiff has filed a suit in urgency and therefore, the urgent interim relief was to be sought and therefore he has not utilized the pre-litigation mediation process as per section 12A of CC Act. Therefore, he pointed out that, though provision of section 12A of CC Act is mandatory, but it is not rigid rule and

exception is specifically provided in case of urgent interim relief. The process of pre-litigation mediation can be dispensed with. During his course of arguments he relied on-

i) **Ganga Taro Vazirani Vs. Deepak Raheja., AIROnline 2021 Bom 427**, it is held that-

“Having seen that the provisions of section 12A of the CC Act and section 80 of the CPC are similar, why on parity of reasoning, it cannot be held that in a given set of facts and circumstances, the defendant has waived the privilege of asking the plaintiff to first invoke the remedy of pre-institution mediation before instituting a suit in this Court. Without considering the facts and circumstances of a particular case, to mechanically drive the plaintiff to go for mediation under section 12A of the CC Act before allowing him to institute the suit, would in fact run counter to the very object and purpose for which the CC Act was brought into force. A defendant who genuinely desires to resolve the disputes through mediation, can always request the Court to invoke the provisions of section 89 of the CPC to send the parties to mediation.”

ii) **Yamini Manohar Vs. T.K.D. Keerthi., 2024(5) SCC 815**, it is held that-

"33. This Court also finds it difficult to accept that a commercial court is required to determine whether the urgent interim reliefs ought to have been claimed in a suit for CRP-IPD No.4/2023 Page 8 of Signing Date:08.05.2023 12 14:40:17 2023:DHC:3086 determining whether the same is hit by the bar of Section 12A(1)of the Commercial Courts Act, 2015. The question whether a plaintiff desires any urgent relief is to be decided solely by the plaintiff while instituting a suit. The court may or may not accede to such a request for an urgent interim relief. But that it not relevant to determine whether the plaintiff was required to exhaust the remedy of pre-institution mediation. The question whether a suit involves any urgent interim relief is not contingent on whether the court accedes to the plaintiff's request for interim relief.

34. The use of the words "contemplate any urgent interim

relief" as used in Section 12(1) of the Commercial Courts Act, 2015 are used to qualify the category of a suit. This is determined solely on the frame of the plaint and the relief sought. The plaintiff is the sole determinant of the pleadings in the suit and the relief sought."

iii) Ultra Media and Entertainment Private Limited Vs. Y- Not Films LLP and Another, 2024 DGLS(Bom.) 3796, it is held that-

"Further, Section 12-A of the C.C. Act does not contemplate the Courts to be satisfied that no urgent or ad-interim relief or immediate relief may be granted in considering whether the provision is applicable. This is a matter on merits and will be considered only at the time of adjudicating the ad-interim application. In considering the applicability of Section 12-A of the C.C. Act, the Court is confined to the Plaint and documents annexed to the Plaint".

iv) Novenco Building and Industry A/S Vs. Xero Energy Engineering Solutions Private Limited and Another., 2025 DGLS (SC) 1343, it is held that-

"Thus, the question whether a suit 'contemplates any urgent interim relief' needs to be examined on the touchstone of the aforementioned criteria. The issue which arises for consideration in this appeal is whether a suit alleging continuing infringement of patent and design rights, accompanied by a prayer for interim injunction, can be said to contemplate urgent relief within the meaning of Section 12A of the Act, notwithstanding certain delay in its institution".

15. I have carefully gone to the pleadings as well as documents placed on record. It is not disputed that, the leave and license agreement entered into between both the parties on 18/10/2024 in respect of Gat No.170 admeasuring 3.20 Hectore out of total area 12.84 Hectore, situated at Village Shrungrawadi, Tal. Ajara, Dist. Kolhapur, the four boundaries which are more particularly mentioned in the para-1 of the plaint.

16. It is also by and large not disputed by the defendant that, the plaintiff has entered into agreement with Maharashtra State Infrastructure Development Corporation Ltd on 09/10/2024 for construction of road situated at Taluka- Gadhinglaj.

17. The core issue is that, the defendant is disputing the leave and license agreement and come with a case that, it was executed by playing fraud undue influence and misrepresentation. So far as memorandum of understanding dated 19/12/2024 is concerned it is also denied by the defendant stating that, both the documents were got executed by the plaintiff by playing fraud undue influence misrepresentation and coercion on his father while he was admitted as a indoor patient in the hospital. Therefore, both the documents are void as per the provision of Indian Contract Act.

18. The defendant has come of with the case that, he, his father and his wife have taken loan from Shrimata Gramin Bigar Sheti Co-operative Patsanstha Mdt. Watangi, Taluka-Ajara prior to 18/10/2024 for stone crusher business. The said loan was pending on 18/10/2024. The suit property was mortgaged against the said loan with the said credit society. The mortgage deed was registered with Sub-Registrar, Ajara. In spite of this factual situation, the plaintiff has not taken legal search before entering into leave and license agreement and therefore the plaintiff cannot take recourse of the present suit under the CC Act as no pre-litigation notice for pre-litigation mediation was issued to the defendant and therefore the suit is hit by the provision of section 12A of the CC Act. The suit property is not self acquired property of the defendants but joint Hindu family property of his family.

19. It is also matter of record that, R.C.S. No. 30/2025 filed by father of the defendant is pending on the file of Civil Judge Senior Division, Gadhinglaj. It is also matter of record that, the District Mining Officer has

issued notice dated 18/11/2024 against the defendant to pay the royalty amount. The necessary amount is deposited with the District Mining Officer. Now the issue remains to be answered as to whether the present suit is hit by provision of section 12A of the CC Act as the plaintiff has not obtained pre-litigation mediation as contemplated under section 12A of the CC Act. Section 12A of the CC Act is reproduced as represented as under-

12A. *Pre-Institution Mediation and Settlement—(1) A suit, which does not contemplate any urgent interim relief under this Act, shall not be instituted unless the plaintiff exhausts the remedy of pre-institution mediation in accordance with such manner and procedure as may be prescribed by rules made by the Central Government.*

(2) The Central Government may, by notification, authorise the Authorities constituted under the Legal Services Authorities Act, 1987 (39 of 1987), for the purposes of pre-institution mediation.

(3) Notwithstanding anything contained in the Legal Services Authorities Act, 1987, the Authority authorised by the Central Government under sub-section (2) shall complete the process of mediation within a period of three months from the date of application made by the plaintiff under sub-section (1):

Provided that the period of mediation may be extended for a further period of two months with the consent of the parties:

Provided further that, the period during which the parties remained occupied with the pre-institution mediation, such period shall not be computed for the purpose of limitation under the Limitation Act, 1963 (36 of 1963).

(4) If the parties to the commercial dispute arrive at a settlement, the same shall be reduced into writing and shall be signed by the parties to the dispute and the mediator.

(5) The settlement arrived at under this section shall have the same status and effect as if it is an arbitral award on agreed terms under sub-section (4) of section 30 of the Arbitration and Conciliation Act, 1996 (26 of 1996).]

20. Thus, as per section 12A of the CC Act no suit shall be instituted unless the plaintiff exhausts the remedy of pre-institution mediation in accordance with the manner and procedure prescribed by the rules made by the Center Government unless the plaintiff contemplates any urgent

interim relief under the CC Act.

21. The Ld. Counsel Shri.M.V.Patil, pointed out that, no urgency is made out by the plaintiff in the plaint as there is not a single averment made in the plaint stating that, the plaintiff is seeking urgent interim relief in the matter. No formal permission was sought by the plaintiff at the time of institution suit for seeking urgent institution of the suit on the ground of urgent interim relief in the matter. Therefore, he submitted that merely by filing interim injunction application, the suit cannot said to be maintainable.

22. On the other hand, the Ld. Counsel Shri.R.A.Patil has filed written notes of argument at Exh.32. He has given the particulars of even which led to file the present suit in the Court. He has also given in detail the case laws refer to by him in his oral argument and filed separate list in the matter.

23. On careful perusal of the agreement dated 09/10/2014 executed in between MSIDC and the plaintiff. The construction work of the road in Gadhinglaj Taluka was assigned to the plaintiff with a specific condition to comply the same within 912 days from the scheduled completion date i.e. on 09/10/2024. Thus, the work needs to be completed by the plaintiff within 912 days from 09/10/2024 and it requires stones for road construction and therefore plaintiff has enter into leave and license agreement in respect of the suit property and apparently though the defendant has placed his own case in defence but for the purpose of deciding present application the urgency is made out by the plaintiff for completing the road work and therefore the commercial suit filed with seeking urgent interim relief without going into the procedure of pre-litigation mediation can be considered as legal and valid and therefore the mandate of section 12A of CC Act are not applicable to the present proceeding.

24. Therefore, the Ld. Counsel Shri. R.S.Patil has rightly relied the case laws on the point referred to above. Consequently, ratio relied on by Ld. Counsel Shri. M.V.Patil for the defendant is not helpful to the defendant in the present proceeding in view of above discussion and peculiar facts of present case. The suit filed without invoking pre-litigation mediation in the present case is legal and valid one and therefore the present application filed by the defendant to reject the plaint cannot be accepted. Thus, I answer point Nos.1 and 2 in the negative. Therefore, following order is passed.

ORDER

1. Application Exh.22 is rejected.
2. No order as to costs.

Kolhapur.
Dated :- 05/01/2026.

(M.A.Shinde)
District Judge-1, Gadhinglaj.