

**IN THE COURT OF THE PRINCIPAL DISTRICT COURT,
KRISHNAGIRI**

**Present: Tmt.V.R.Latha, M.A., B.L.,
Principal District Judge, Krishnagiri.**

Thursday, the 09th day of October 2025

I.A.No.03/2025 in COS.No.06/2025

1. K.Gowardhan Chowdarti,

2.V.Venkaytaraj,

... Petitioners/Defendants

/Versus/

1.M/s S.R.G. Stones,
By its Managing Partner
S.Ramesh and another One.

... Respondents/Plaintiffs

This petition is coming up for final hearing before me on 17.09.2025 in the presence of Tr.M.P.Elanghuriyan, Advocate for petitioner, and Tr.U.Karunakaran, Advocate for respondent, and upon hearing both side arguments and upon perusing the documents and the case having stood over for my consideration till this day, I delivered the following.

ORDER

The application is filed under Order 7 Rule 11 of CPC prays to pass an order to reject the plaint at once with cost and compensative costs and render justice.

2. Case of the petitioners are as follows:

i] The respondents/plaintiffs have filed the above suit for damages by way of Compensation and injunction and for other reliefs. The petitioners/defendants have filed the detailed written statement in the above suit.

ii] The above suit and the petition before this Commercial Court is not maintainable one. In fact, the petitioners/defendants are the Landlords of the suit properties and respondents/plaintiffs herein are only a lessee under us. The relationship is only between them is lessor and lessee of agricultural land of suit properties. There is no commercial contact, or commercial dealings of business between them. The case is only attracting Civil in nature, not connected with any Commercial transaction between them. So the dispute between Landlord and Lessee is a Civil transaction. Already a Civil suit for recovery of arrears of Lease amount is pending in O.S.No.555/2024 in Civil Court / Additional District Judge of Hosur. In fact as a lessee the respondent in possession of lease hold right and doing granite/ Crusher work. This petitioner had no connection in the business. Therefore it is his duty to discharge the balance of arrear amount to lessor, or otherwise the willful defaulter has no right to file this unwarranted fraudulent suit before this court.

iii] The relief claiming by the respondent in this suit filed by them under COS.No.06/2025 is also for injunction and for a false claim of damages by way of Compensation. These reliefs will not and does not attract any commercial reliefs between the Lessor and Lessee of the petitioners and respondents. On this aspect alone the suit is to be rejected. The respondent is in possession of leasehold land for doing granite/crusher works which is his duty. When this petitioner is in no way connection to the business, the respondents/plaintiffs are bound to pay the balance of arrears of lease amount to the lessor.

iv] The petitioners/defendants have filed the suit in O.S.No.555/2024 of Additional District Judge of Hosur is only for recovery of arrears of lease cum rent amount that to be paid by the respondents/plaintiffs herein. So the respondents/plaintiffs have to pay the arrears of lease amount to them and to continue their work at suit land, we did not interfere with the business or works in their concern. So this suit for injunction by a lessee against Landlords is unwarranted.

v] But without paying the agreed rent cum lease amount to the owner of the land the respondents/plaintiffs (Lessee) cannot pray for unnecessary injunction relief as well as for damages. In fact, for the alleged damages for loss of business of the respondent/plaintiff, the respondent cannot claim it

against the Landlord/ Lessor of the land in suit. In fact, the suit land and the granite rocks were purchased by the petitioner by 3 sale deeds dated 16.11.2018. Those documents are Doc.No.5453/2018, Doc.No.1471/2019, Doc.No.1065/2023.

vi] While so, the 1st respondent had approached to the petitioner and taken the lands for lease for doing granite work. The lease amount was fixed of Rs.3,35,000/- per month. The agreement made between them for 10 years which as to be paid on or before 10th day of every English calendar month.

vii] On 03.03.2023 the respondent insisted the petitioner to execute a Lease agreement for official purposes and to escape from income tax queries insisted the petitioner to enter into an agreement of lease through a registered document for Rs.1,00,000/- which is not the actual agreement. But the respondent did not pay any lease amount from the date of taking lease but the work was started from 04.09.2024, without making the payment as agreed by them, actually.

viii] Instead of settling the defaulted rent amount the respondent wanted to get escaped from his liability by way of filing the false suit. The alleged damages in the suit site was created only by him. Therefore this petitioner is not at all responsible for the loss cost to the respondent. The respondent failed

to extend the duty as the lessee instead of it he approached the court by way of alleging that it is a commercial transaction. Only to get rid of the prayer that was sought by the plaintiff in OS.No.555/2024 he made counter claim.

ix] In fact, the respondents herein has accepted that he did not paid any rent for all this days in para 11 of his defense and also agreed to pay the rent of Rs.1,00,000/- as per registered agreement which was the formal contract. For tax purpose and the original contract between them is Rs.3,35,000/- itself. By way of using the rental agreement that was made for the purpose of tax is now insisted by the respondent as the real contract amount and trying to cheat this petitioner to avoid the actual contract, that was entered between them to pay a sum of Rs.3,30,000/-. From these facts, it is clinchingly proved that they wanted to escape from the payment of rent which was actually entered between them. If they pay the actual agreed rent their won't be any dispute for further period of 10 years. The respondents are not having any cause of action in this case and prayed before this court that this petition need to be rejected under order 7 rule 11 of CPC and thus render justice.

3. The contentions raised in the counter statement filed by the respondents are as follows:

i] The Managing partner of the 1st respondent partnership firm and the 3rd respondent is the partner of the 1st respondent partnership firm and hence

petitioner filing this counter affidavit on behalf of other respondents herein. Petitioner crave leave of this Hon'ble court to consider the plaint averments as part and parcel of the affidavit. Petitioner have the copy of the affidavit file in support of the above I.A and petitioner deny all the averments contained therein same those that are specifically admitted hereunder. The averments contained in the para 1 & 2 of the affidavit are relating to details of the suit and the same is not traversed. Further the case title of the I.A is incorrect. The averments contained in para 3 are denied as false. In fact, petitioner carrying out business in mining and quarrying for quite some time under the name and style of M/s. SRG STONE a registered partnership Firm. Further petitioner have participated in a tender floated by the Geology and Mining Department and he was declared as a successful tenderer Vide proceeding Na.Ka 222/2019/ Kanimam on the file of Assistant Director, Geology and Mining Department, Krishnagiri and have been allotted 2.00.0 Hectare land in Soolagiri Vattam, Athimugam Village, Survey No.303 (Part2) for the purpose of Rough Stone Quarry on payment of Rs.1,56,00,000/-(Rupees one crore fifty six lakhs only)

ii] The 1st petitioner/defendant was also allotted Rough Stone quarry tenders vide proceedings Na.Ka 221/2019/Kanimam on the file of Assistant Director, Geology and Mining Department, Krishnagiri in respect of S.No.303

part-1, Soolagiri Vattam, Athimugam Village. Accordingly, the Respondents/Plaintiffs and the Petitioners/defendants are the allottees in respect of their land allotted for the purpose of quarrying Rough Stone. Petitioner/defendant being a land owner of the neighbouring lands and lacked the means and experience in quarry business have offered their land more fully described in the suit schedule property to the respondents/plaintiffs and after having mutual discussions and deliberations had lease out the same and had entered into an irrevocable registered Lease Agreement dated 03/03/2023 vide Doc No.1446/2023 on the file of SRO Athimugam initially for the period of 10 years specifically for the purpose of trade and commerce by setting up a crusher unit and manufacture Blue Metal, M.Sand and Crushed Rock Fines etc., as per the terms and conditions set out therein in respect of land measuring to and extent of 9.14.5 Acres in Athimugam Village vide Document No. 1446/2023 on the file of SRO Shoolagiri.

iii] The relationship between the lessor and lessee is commercial in nature, as per the para 3 of registered lease deed it clearly shows that prior to registration of lease deed the suit schedule property has right to operate crusher machinery in the name of M/s Jai Hanuman Blue metals as per the consent order No: 1801215010003 Dated 14.07.2018 Proceeding No.F.172111SR/OS/DEE/TNPCB/HSRIA/2018.

Para 3 of the registered lease deed is given as follows

அடியிற்கண்ட சொத்தின் மீது எந்தவித வில்லங்கமும் இல்லை சொத்து விவர பட்டியலில் 9.14.5 ஏக்கர் (ஒன்பது உள்ள ஏக்கர் பதினான்கரை சென்ட்டிலும் மற்றும் மேற்படி ஆவண பதிவு எண்.3084/2020 ல் அடங்கிய நிலத்தில் MS ஜெய் அனுமான் புளூ மெட்டல்ஸ் நிறுவனத்திற்காக அதன் உரிமையாளர் கிருஷ்ணன் பெயரில் தமிழ்நாடு கட்டுப்பாட்டு வாரியத்தில் அனுமதி பெற்ற நகல் 31.03.2023 ன் தேதியில் 5 ஆண்டு அனுமதி காலம் முடிவடைகிறது.

iv] As per para 5 of the registered lease agreement the right over the consent order to operate crusher machinery in the name of M/s Jai Hanuman Blue metals was name transferred to M/s SRG Stone. The advance amount of Rs 5,00,000 /- was paid by the respondent/plaintiff to the petitioner/ defendant on the same day of the execution of registered lease deed., para 5 of the registered lease deed reads as follows:

தமிழ்நாடு மாசுக்கட்டுப்பாட்டு வாரியம், இதர அரசு துறைகளின் முறையான அனுமதி மற்றும் கிரஷர் தொழிற்சாலையின் ஜல்லி மற்றும் மணல் உற்பத்தி (Crusher factory Jelly and M Sand) தொழிலை நிறுவி குத்தகைதாரர்களின் கூட்டாண்மை (PARTNERSHIP) நிறுவனமான M/s SRG STONE என்கிற பெயருக்கு பெயர் மாற்றம் செய்து அரசு துறைகளின் நிறுவுதல்

மற்றும் புதுப்பித்தல் அனுமதிகளை பெற்று 03.03.2023 முதல் 02.03.2033 வரை 10 ஆண்டுகளுக்கு சுவாதீனத்திற்கு

Hence the above recitals in the lease agreement categorically stated that the purpose is commenced and made the respondent to spent huge amount for Erickson of crushing unit.

v] The averments with regard to the suit is filed for seeking relief for injunction and damages by way of compensation, claims for damages due to breaches of contract between the parties comes under the commercial court act which falls within the ambit of definition under section 2(1) (c) (vii) of the commercial courts act 2015 as follows:

"agreements relating to immovable property used exclusively in trade or commerce"

The property is immovable property is Solely involved in trade or commerce, the lease agreement between the petitioner and respondent clearly establishes the same and thus the dispute arising out of this contract comes under the jurisdiction of this Hon'ble court.

vi] The averment with regard to that respondent in the possession of the property the petitioner/ defendant restrains from erecting the crusher machinery dispute the registered lease agreement right, the dispute essentially

concern the enforcement of commercial use rights over the leased property land which is used exclusively for trade and business, then disputes can be treated as commercial disputes. The petitioner/ defendant filed a suit O.S.No.555/2024 before the Additional District Judge Hosur for recovery of arrears of lease cum rent to the tune of Rs.63,65,000/- as arrears of rent at the rate of Rs.3,35,000/- at every month based on the unregistered agreement dated 21.4.2023 created by the defendants for the purpose of getting loan which is unregistered one not acted upon. Further respondent ready to pay the agreed amount of Rs.1,00,000 per month as per the registered lease agreement even before the commencement of crusher operation in the court without prejudice to their right to get back the same subject to the result of this suit to show their Bonafide. However the Petitioner/Defendant demanding 3,35,000/- per month as per unregistered agreement which is un-sustainable in law. Even as per the invalid notarized agreement relied by the plaintiff also in para 6 of un registered agreement by adding some more laws clearly states that the petitioner / defendant are eligible to collect rent from commencement of work by setting up crusher business.

'குத்தகைக்கான இடத்தில் கல் அரைக்கும் பணி தொடங்கும் நாளில் இருந்து வாடகை காலம் கணக்கீடு செய்து வாடகையை குத்தகைதாரர்கள் உரிமையாளர்களுக்கு வழங்கவேண்டும்'

vii] The averment contained in the para 6 of the affidavit with regard to that suit filed by the petitioner/ defendants is not traversed. In fact the petitioner/defendant filed a suit for recovery of lease cum rent under unregistered agreement, as per the unregistered agreement it is clear that they were liable to get the lease cum rent only after the commencement of the work, in the plaint filed by the petitioner / defendant stated in para 7 as follows:

"After the completion of these arrangements started the crusher works in the year of 2023, so that the lease agreement is mutual unregistered one and formal registered lease agreement and started this work"

In the suit filed by the petitioner/defendant clearly state that the work were already commenced by the respondent / plaintiff in the year of 2023. Per contra in the para 11 of the affidavit states that

"He did not installed the crushing machinery and did not pay any rent, willfully for all these days"

viii] The averments made by the Petitioner/Defendant in their affidavit are contradictory to the stand taken by them in the earlier suit filed before Additional District Judge Hosur. Such a stand approbate and reprobate in pleadings clearly demonstrates that the Petitioner/Defendant has not

approached this Hon'ble Court with clean hands, and the same renders their petition is unreliable and devoid of merit. The averments contained in the para 7 of the affidavit is denied as false. Petitioner averment regarding that the petitioner/ defendant claim is entirely found of unregistered lease agreement. It is settled position of law that any lease of immovable property for a term exceeding one year requires compulsory registration under section 17 of the Registration Act, 1908. The said unregistered document is inadmissible in evidence and cannot be relied upon to claim lease rent. Further petitioner ready and willing to perform obligation under the registered agreement and respondent/plaintiff has been unlawfully prevented by the petitioner/ defendant from carrying out the crusher unit for which the lease was granted. Such obstruction amounts to breach of contractual obligation by the petitioner/ defendant thereby the respondent/plaintiff entitled to claim damages for loss suffered by me as contemplated under section 73 of the Indian contract Act, 1872 the claim of damages is not speculative but arises directly from the wrongful act of the petitioner / plaintiff by preventing the lawful use of the leased premises.

ix] The averments stated in the para 8 of the affidavit is regarding the purchase of the suit land is not traversed. The averments stated in the para 9 of the affidavit is regarding the unregistered lease agreement, the averment with

regard to that the petitioner/ defendants who had approached and insisted the respondent/plaintiff to sign in notarized lease deed in order to get some loan by them or some other purpose. The unregistered lease deed is not binding and acted upon by them in respect of the land covered under the said lease agreement. The registered lease agreement alone is valid one and binding between the parties which is very well known to the defendants. The suit schedule property was leased out only for the purpose of setting up a crusher unit nearby the plaintiff quarry site so that the rocks from the quarry site are moved to the crusher site for manufacturing of Blue Metal, M.sand and Crushed Rock Fines etc., In addition to the other quarry owners. The petitioner/defendants have entered Ordinary Rough Stone Lease agreement dated 21.04.2023 with the plaintiffs. The rough stone quarried under this agreement also is to be crushed in the plaintiff's crushing unit.

x] The averments contained in the para 10 of the affidavit with regard to that the registered lease agreement. The registered lease agreement is valid, binding and enforceable agreement between the parties and the terms and conditions in the agreement are only binding the parties. Further as per the terms of the registered lease agreement they have duly paid a sum of Rs.5,00,000 (Five lakhs only) as advance and it was accepted by the petitioner/defendants and the respondent/ plaintiffs have to pay a monthly rent

of Rs.1,00,000/- which alone is binding between the parties. The rent is payable from the date of commencement of crusher operations for the leased property for manufacturing of Blue Metal, M. Sand and Crushed Rock Fines etc., petitioner demanding the lease cum rent on the basis of unregistered lease agreement is the very foundation of the petitioner/Defendant's claim rests upon an unregistered and unenforceable lease agreement, which is inadmissible in law. In addition to the petitioner / defendant stated in the para 10 of the affidavit is self-contradictory and false. In para 10 of the affidavit the petitioner/ defendant has categorically stated that the crusher work has already commenced, while the very next para 11 of the affidavit, the petitioner/ defendant admits that the work has not even been started. Such inconsistent statement made within the same affidavit clearly demonstrate the petitioner/ defendant intention to mislead this Hon'ble court. The contradictory and mutually destructive averments render the petitioner/ defendant's version wholly unreliable and liable to be rejected.

xi] The averment contained in the para 11 of the affidavit it is denied as false. In fact the petitioner/ defendant had indulged in several cheap tactics creating trouble and not letting vehicles and machinery to enter into the petitioner/defendant's leased land. Even till this day the respondent/ plaintiffs not able erect the machineries which was kept near the crusher unit site i.e.,

the leased land due to the constant and persistent disturbance and illegal preventive actions of the plaintiffs. Every day delay has been causing huge financial loss as they had spent huge amount. Further as stated in above para that the self contradictory statement made in the affidavit filed by the petitioner / defendant where clearly shows the misleading of the court. Further submit that as per para 7 & 8 of the plaint in O.S.No.555/24 filed by the petitioner/ defendant stated that the crusher work was already commenced all these statement made by the petitioner/defendant in the affidavit filed herein are directly contradictory to the averment contained in this affidavit para 11 itself such self contradictory pleading expose the falsity of the plaintiff case and clearly demonstrate the petitioner/defendant is attempting to mislead the court, stating that did not installed crusher machinery in plaint and in this affidavit the crusher machinery were not installed it shows the clear intention of suppresses material facts and it is deserve to be rejected in limine. The averment with regard to that the proceeding in suit O.S.No.555/2024 is for recovery of lease cum rent through the Un-registered lease agreement , the para 6 of Un-registered agreement clearly states that the petitioner / defendant are eligible to collect rent from commencement of work by setting up crusher business, but the crusher work was not commenced yet, there is no necessity of the respondent / plaintiff to drag the proceedings of that suit. Further in para

6 of the affidavit the petitioner / defendant that they are self-admitting that if the payment of rent paid there won't be any interference for the erection of crusher machinery. It is clear and evident enough to prove that there is an interference from petitioner to install machinery.

xii] The averments contained stated in the para 13 of the affidavit is relating the registered and unregistered agreement. The averment with regard to that the claim is entirely found of unregistered lease agreement. It is settled position of law that any lease of immovable property for a term exceeding one year requires compulsory registration under section 17 of the registration Act, 1908. The said unregistered document is inadmissible in evidence and cannot be relied upon to claim lease rent. Petitioner that ready and willing to perform obligation under the registered agreement and respondent/plaintiff has been unlawfully prevented by the petitioner/ defendant from carrying out the crusher for which the lease was granted. The averment with regard to that the registered lease agreement prevails over the unregistered agreement as per section 17 of the registration act, any lease of immovable property for a term exceeding one year requires compulsory registration. Further submit that the demand of the petitioner is there is arrears of rent as per unregistered lease agreement, in light of them there is no arrears of rent because the para 6 of un-registered agreement clearly states that the petitioner / defendant are

eligible to collect rent from commencement of work by setting up crusher business. The averment with regard to that there is clear mentioning of cause of action para in the plaint that the cause of action arose on 03.03.2023 the date on which a registered lease agreement entered between the plaintiffs and the defendants vide registered document No.1446/2023, on 03.03.2023 when the Plaintiffs was put in possession of the suit scheduled property by the Defendants, on 01.03.2023 the date on which the Assistant Director Geology and Mining Department has declared the plaintiffs as successful tenderer Vide proceeding Na.Ka 222/2019/ Kanimam, on 11.5.2023 the date on which the Tamil Nadu Pollution Control Board has granted NOC for quarrying, on 4.8.2024 the date on which the defendants had sent legal notice, on 26.8.2024 the plaintiffs sent reply notice to the defendants, on 6.9.2024 the date on which the defendants has filed OS No.555/2024 on the file of the Additional District Judge Hosur, on December 2024 the date on which the plaintiffs obtained loan from the Canara Bank, on 3.01.2025 the date on which the defendants prevented the plaintiffs to erect the crusher unit in the suit property and all the subsequent dates the cause of action continues till the erection of the crusher units in the suit property.

xiii] Petitioner that this suit comes under the commercial court act which falls within the ambit of definition under section 2(1) (c) (vii) of the

commercial courts act 2015, the leased out land is not agricultural land it already has the consent order for operating crusher machinery from Tamil Nadu pollution control board, and above stated para it is clearly shows the averments made by the petitioner / defendant in affidavit and plaint filed by them is contradictory to each other, the application is only to delay the proceedings, the cause of the para is clearly elucidated in the plaint. In view of the above submissions, it is most respectfully prayed that this Hon'ble Court may be pleased to dismiss the application filed by the petitioner/Defendant under Order VII Rule 11 of the Code of Civil Procedure, 1908, as the same is not attracting any of the incidence order 7 rule 11 and as such the above application is devoid of merits, misconceived in law and facts, and is only intended to protract the proceedings and liable to be dismissed with exemplary cost.

4. The point for consideration is whether the petition is to rejected and dismiss the suit with exemplary cost can be allowed or not?

5. On hearing both side and upon perusing the records it is the duty of the court, to find out whether the prayer of the petitioner is, considerable or not. The petitioner insisted that the relationship between the plaintiff and defendant are lessor and lessee but which was not accepted by the respondent,

In the petition filed by him. It is further stated that there is no commercial contact arose in between them.

6. The relationship is only between us is lessor and lessee of agricultural land of suit properties, there is no any commercial contact, or commercial dealings of business between them. The case is only attracting civil in nature, not connected with any commercial transaction between us. So the dispute between landlord and lessee is a civil transaction. Already a civil suit for recovery of arrears of lease amount is pending in OS.No.555/2024 in civil court / Additional District Judge of Hosur. So no other transaction entered here in between them, and no fraud played by the respondents/plaintiffs. The petitioner shows that he is a wilful defaulter of lease amount to them, wantonly, unlawfully created this untenable suit before the Hon'ble Commercial Court has to reject by the prayer.

7. Further it is argued, the relief claiming in this suit is also for injunction and for a false claim of damages by way of compensation, these reliefs will not attract any commercial reliefs between the lessor and lessee. For this aspect alone the suit is to be rejected at once. In fact as lessee, the respondent is in possession of leasehold land for doing granite/crusher works it is his duty only. Therefore the petitioner has no connection to the business. The respondent/plaintiff has to discharge the balance/arrears of lease amount

to the lessor, otherwise the wilful defaulter of lease amount the lessee / plaintiff had no right to file this unwarranted, and fraudulent suit in this court, and prayed to allow the petition filed by them.

8. The petitioners / defendants have filed the suit in O.S.No.555/2024 of Additional District Judge of Hosur is only for recovery of arrears of lease cum rent amount who kept arrears of rent only, and not for any other reliefs. So the respondents/plaintiffs have to pay the arrears of lease amount to them and to continue his work at suit land, they will not interfere with the business or works in his concern. This suit for injunction by a lessee against landlords is unwarranted. In fact, the suit land and the granite rocks were were purchased by this petitioner through 3 sale deeds dated 16.11.2018 by Doc.No.5453/2018 and 25.03.2019, Doc.No.1471/2019 and 17.08.2023 in Doc.No.1065/2023. Patta was also got in the name of the petitioner. While so the 1st respondent had approached the petitioner and taken the lands for lease for doing granite work, for lease amount of Rs.3,35,000/- per month. For a period of 10 years and executed an unregistered mutual understanding document between the plaintiff and him, so that the plaintiff has become a lessee for 10 years period by way of paying Rs.3,35,000/- per month. But prior to that on 03.03.2023 for official purposes and to escape from income tax purposes, insisted him and

executed a agreement of lease a registered one for lesser amount of rent at Rs.1,00,000/- which is not actual agreement.

9. The respondent is a willful defaulter of payment of rent and did not do his granite work in suit land. So this suit is utter false one. The plaintiff has no locus standy to file this suit. He did not act as actual lessee. And he did not installed the crushing machinery and did not pay any rent willfully for all these days. These facts alone is enough to prove that this respondents is a fraudulent person trying to cheat the petitioners from paying the lease amount by using the actual unregistered consent deed and taking up the formal registered agreement to escape from payment of rent. The other averments in this suit are false, untenable one. The respondents are not disclosed any cause of action to the case and suppressed many facts. So this suit is to be rejected at once under Order 7 Rule 11 of C.P.C which has no cause of action. Hence the suit to be rejected.

10. On hearing the both sides arguments, the contention of the petitioner is the relationship between the petitioner herein and respondent is only lessor and lessee and there is no any commercial contact or commercial dealing of the business emerged between them. It is only a lessor and lessee relationship. The case is attracting only civil in nature and not connect with any commercial transaction between them. It is further contented on the side of the petitioner

the dispute between a landlord and lessee are civil transaction. Already a suit for recovery of arrears of lease amount case was filed before the Additional District Judge Hosur, with regard to the other transaction made between them. The contention of the petitioner is the fraud that is playing by the respondent shows that he is a willful defaulter. Therefore he is not entitled to file any commercial suit before this court, when there is no commercial transaction entered between them. In fact, as a lessee the respondent is in possession of lease hold right for doing granite for crusher work in the plaintiff's land with which this petitioner has no connection. The respondent/plaintiff not discharged arrears of lease amount if it is so the defendant has no right to file unwarranted fraudulent suit before this court. Further more when the due are not yet being paid, which shows that that he is not entitled to claim any reliefs when he is a defaulter. The lessee not entitled to get any injunction against the lessor when the suit lands are belong to the petitioner. He is a willful defaulter and therefore the suit is untenable one which is filed to cheat this petitioner and to drag the proceeding filed by the petitioner herein in O.S.No.555/2024 for recovery of arrears of lease amount from the respondent and prayed to reject the plaint.

11. But on hearing the other side and perusing the records and an based on Indian Legal Precedent, a lease for a property used exclusively for a granite

business would be considered as a commercial transaction between the parties. The commercial nature of agreement determined for the purpose of which the property is being leased, not by the property itself.

12. Under the Commercial Court Act, a dispute relating to immovable property is defined as a commercial dispute if the property is “Actually used exclusively in trade or commerce”. A lease for a granite business falls squarely within this definition, as the property is being used for business purposes. The use of the property for a trade is what makes the transaction commercial. When the petitioner earned from granite business, it becomes a commercial one.

13. A commercial lease is a formal contract to rent a building, land, or other property for business purposes. Unlike a residential lease, which is for personal living, a commercial lease is specifically for generating cash flow through a business. Here in this case land is provided for commercial business inturn he is getting money for that purpose. If it is so it becomes a commercial transaction. Therefore renting the property for granite business is also to be called commercial one.

14. The agreement between the plaintiff and the landlord is a commercial lease. Commercial leases typically have different terms. The residential

leases, including longer duration and more complex clauses related to the business's for specific needs, maintenance responsibilities, and use of the property quarry applicable in commercial transaction. If a dispute arises from this lease, it would be treated as a commercial dispute, which means it may fall under the jurisdiction of a commercial court, depending on the value of the suit. Thus the Rejection of plaint is hereby dismissed by this court.

In the result, Rejection of plaint is dismissed.

This Order is dictated to the Stenographer, directly typed by him in computer, corrected and pronounced by me in the open Court on this, the 09th day of October, 2025.

Principal District Court,
Krishnagiri.