

GJRJ250003502022

**ORDER BELOW EXH. 1**

1. Read the plaint. From plain reading of the plaint it is transpires that, the transaction has been made between the litigants is the commercial transaction and dispute arise from that commercial transaction. The Sec. 2 and 3 of The Commercial Court Act 2015 has to be referred as below,

Section 2:-

Definitions.—(1) In this Act, unless the context otherwise requires,—

4[(a) “Commercial Appellate Courts” means the Commercial Appellate Courts designated under section 3A;]

5[(aa) “Commercial Appellate Division” means the Commercial Appellate Division in a High Court constituted under sub-section (1) of section 5;

(b) “Commercial Court” means the Commercial Court constituted under sub-section (1) of section 3;

(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;

(ii) export or import of merchandise or services;

(iii) issues relating to admiralty and maritime law;

(iv) transactions relating to aircraft, aircraft engines, aircraft equipment and helicopters, including sales, leasing and financing of the same;

(v) carriage of goods;

(vi) construction and infrastructure contracts, including tenders;

(vii) agreements relating to immovable property used exclusively in trade or commerce;

(viii) franchising agreements;

(ix) distribution and licensing agreements;

(x) management and consultancy agreements;

- (xi) joint venture agreements;
- (xii) shareholders agreements
- (xiii) subscription and investment agreements pertaining to the services industry including outsourcing services and financial services;
- (xiv) mercantile agency and mercantile usage;
- (xv) partnership agreements;
- (xvi) technology development agreements;
- (xvii) intellectual property rights relating to registered and unregistered trademarks, copyright, patent, design, domain names, geographical indications and semiconductor integrated circuits;
- (xviii) agreements for sale of goods or provision of services;
- (xix) exploitation of oil and gas reserves or other natural resources including electromagnetic spectrum;
- (xx) insurance and re-insurance;
- (xxi) contracts of agency relating to any of the above; and**
- (xxii) such other commercial disputes as may be notified by the Central Government.

Explanation.--A commercial dispute shall not cease to be a commercial dispute merely because—

- (a) it also involves action for recovery of immovable property or for realisation of monies out of immovable property given as security or involves any other relief pertaining to immovable property;
- (b) one of the contracting parties is the State or any of its agencies or instrumentalities, or a private body carrying out public functions;
- (d) “Commercial Division” means the Commercial Division in a High Court constituted under sub-section (1) of section 4;
- (e) “District Judge” shall have the same meaning as assigned to it in clause (a) of article 236 of the Constitution of India;
- (f) “document” means any matter expressed or described upon any substance by means of letters, figures or marks, or electronic means, or by more than one of those means, intended to be used, or which may be used, for the purpose of recording that matter;
- (g) “notification” means a notification published in the Official Gazette and the expression “notify” with its cognate meanings and grammatical variations shall be construed accordingly;
- (h) “Schedule” means the Schedule appended to the Act; and
- (i) “Specified Value”, in relation to a commercial dispute, shall mean the value of the subject matter in respect of a suit as determined in accordance with section 12 1

[which shall not be less than three lakh rupees] or such higher value, as may be notified by the Central Government.

(2) The words and expressions used and not defined in this Act but defined in the Code of Civil Procedure, 1908 (5 of 1908) and the Indian Evidence Act, 1872 (1 of 1872), shall have the same meanings respectively assigned to them in that Code and the Act.

Section 3:-

3. Constitution of Commercial Courts.—(1) The State Government, may after consultation with the concerned High Court, by notification, constitute such number of Commercial Courts at District level, as it may deem necessary for the purpose of exercising the jurisdiction and powers conferred on those Courts under this Act:

2[Provided that with respect to the High Courts having ordinary original civil jurisdiction, the State Government may, after consultation with the concerned High Court, by notification, constitute Commercial Courts at the District Judge level:

Provided further that with respect to a territory over which the High Courts have ordinary original civil jurisdiction, the State Government may, by notification, specify such pecuniary value which shall not be less than three lakh rupees and not more than the pecuniary jurisdiction exercisable by the District Courts, as it may consider necessary.]

3[(1A) Notwithstanding anything contained in this Act, the State Government may, after consultation with the concerned High Court, by notification, specify such pecuniary value which shall not be less than three lakh rupees or such higher value, for whole or part of the State, as it may consider necessary.]

(2) The State Government shall, after consultation with the concerned High Court specify, by notification, the local limits of the area to which the jurisdiction of a Commercial Court shall extend and may, from time to time, increase, reduce or alter such limits.

(3) The 4[State Government may], with the concurrence of the Chief Justice of the High Court appoint one or more persons having experience in dealing with commercial disputes to be the Judge or Judges, of

a 5[Commercial Court either at the level of District Judge or a court below the level of a District Judge].

2. As per the above section, more than three lakh rupees commercial transaction falls under the commercial dispute. Hence, as per the Sec.3, the commercial court has jurisdiction to try those civil suits. Looking to the present suit, it is transpires that, the commercial dispute between the parties are more than three lakh rupees and as per the Sec.2 of The Commercial Court Act -2015, commercial court has jurisdiction to conduct the trial of that suit. Hence, as per the O.7, R.10 and Sec.12 of the Commercial Suit Act, this present suit is require to be return to the plaintiff to file in the original jurisdictional court. Therefore, in the interest of justic, this court passed an order as below.

-:: O R D E R ::-

- The plaint is returned to the planitiff under Order-7, Rule-10 of Civil Procedure Code to file in the original jurisdictional commercial court within limitation.

The order pronounce in the open court on 03rd day in the month of July, 2025.

Date : 03/07/2025

Place : Rajkot

(Rachit Kamleshbhai Trivedi)

Judge, Samll Cause Court,
Rajkot.

(UIC Code. GJ01216)

Judge, Small Cause Court, Rajkot.