

## Commercial Suit 01 of 2026

**Order No.01**

**Date:06-01-2026**

Received plaint seeking remedy under section 6 of the Specific Relief Act, 1963. Instant plaint has been preferred by one Udaan Hotels & Resorts Pvt. Ltd. of Sevoke Road, Bhaktinagar, District-Jalpaiguri against one Sonam Tshering Bhutia & Sons & three others.

Plaint is found duly supported by verification, affidavit, Statement of Truth, Vakalatnama, registered address of the plaintiff & annexure of document as per O11 of the CPC (as amended by the CCA, 2015). Plaint is further found appended with a petition under O39 Rules 1 & 2 read with section 151 of the CPC praying for ad interim relief. Instant petition is also found duly supported by verification and affidavit.

Ld. Counsel for Udaan Hotels & Resorts Pvt. Ltd. further files three original documents via firisti in court today along with a prayer to return the same with an undertaking to re-file the same as and when directed by the court. Three original documents filed are: **Extract Copy of Resolution of the Board of Directors, General POA & Unregistered Deed of Lease dated 05.12.2024.**

Requisites for service return are also filed.

In the first place Ld. Counsel for Udaan Hotels & Resorts Pvt. Ltd. presses ground of urgency to circumvent compliance of section 12A of the Commercial Courts Act, 2015 and prays for admission and registration of the plaint as a suit.

Heard Ld. Counsel for Udaan Hotels & Resorts Pvt. Ltd.

Perused the plaint filed and the entire set of documents filed with the same for limited consideration of admission & registration of the plaint despite non-compliance of section 12A of the CCA.

On such hearing, perusal & consideration it transpires with clarity that Udaan Hotels & Resorts Pvt. Ltd. has sought for remedy under section 6 of the Specific Relief Act, 1963 within the prescribed period of limitation on the purported ground of forcible & illegal eviction from the disputed property namely a hotel in Darjeeling that the juristic entity was in possession of under the terms & conditions of an unregistered Deed of Lease executed with the adversary. It cannot be denied that the very facts of the dispute duly supported by the annexed documents **“do contemplate & exude a sense of urgency”**. It cannot further be denied that any reference of the instant dispute to PIMS under section 12A of the CCA, 2015 may inflict irreversible loss, damage & injury on Udaan Hotels & Resorts Pvt. Ltd. considering the time involved in the process.

Hence, considering the facts & circumstances of the dispute at hand, duly accentuated by the documents filed and the nature of relief claimed instant plaint should be permitted to be registered as a Commercial Suit by circumventing the provision of section 12A of the CCA, 2015. Put differently, **in the instant facts & circumstances non-compliance with the provision of section 12A of the CCA, 2015 is found absolutely justified.**

Accordingly, prayer of Ld. Counsel for Udaan Hotels & Resorts Pvt. Ltd. is considered and allowed.

Nature of dispute is found to be commercial. Suit value satisfies the criteria of Specified Value under section 12 of the CCA, 2015. Taken together instant is found to be a commercial dispute of Specified Value. Suit property is found situated within the territorial jurisdiction of instant forum. Ergo, plaint so filed be registered as Commercial Suit forthwith. Let all accompanying petitions, documents (both original & photocopies), verification, affidavit & Statement of Truth be also admitted and be kept with the case record.

Instant suit is next taken up for hearing of the prayer for ad interim injunction filed by the sole plaintiff under O39 Rules 1&2 of the CPC.

Heard Ld. Counsel for the plaintiff.

It is the contention of the plaintiff that it entered into an agreement of lease in respect of the suit property (being a hotel located at Darjeeling) with the principal defendants on 05.12.2024 in its juristic capacity. Plaintiff took possession of the suit property and started running the business of a hotel thereat making considerable investments. With passing of time disputes & differences developed between the two parties that ultimately culminated in the principal defendants forcibly & illegally ousting the plaintiff's men & agents from the suit property without notice on 09.12.2025 taking possession of the same in the process; prompting the plaintiff to approach the local police on 21.12.2025 and instituting the present suit on this date.

Being thus circumstanced the plaintiff has prayed for instant injunctive remedies in different forms on ad interim basis.

Perused the plaint once again; this time to consider the prayer for ad interim injunction.

Prayer is considered.

On such hearing, perusal & consideration it becomes clear that the suit property being **"in actual & legal use"** of trade & commerce as on the date of arousal of cause of action, facts of the case duly satisfied the criteria laid down in section 2(1)© (vii) of the CCA, 2015 as expounded by the Hon'ble Supreme Court in the Ambalal Sarabhai Case and by the Hon'ble Delhi High Court in Soni Dave Case. No impediment in considering the prayer of the plaintiff is found in this regard.

Hearing, perusal & consideration further clarifies that the first three factors needed to be satisfied and/or fulfilled by any plaintiff to secure a remedy of ad interim injunction namely, prima facie case, balance of convenience & inconvenience & irreparable loss and injury are all firmly present in favour of the present plaintiff in the facts and circumstances of the present case.

**Regardless**, this court failed to draw any satisfaction as regards the fourth, last & most crucial ingredient of any ad interim relief being the factor of "urgency" in light of the admitted fact that the plaintiff failed and/or neglected to approach the court for the present remedy at any point of time in between **09.12.2025** & **06.01.2026**. It is the contention of the plaintiff that in between these two dates it pursued a negotiation with the defendants. But,

such contention fails to find life in the documents filed by the plaintiff. Moreover, it beats every canon of logic and reason that the plaintiff decided to pursue a non-legal platform for negotiation despite being armed legally to do so on the legal, ADR platform of PIMS under section 12A of the CCA, 2015.

Such being the settled facts and circumstances of the present dispute this court finds itself convinced that the **plaintiff herein has failed to show any urgency with regards to the prayer for ad interim injunction so as to motivate this court to pass any order at the back and in absence of the defendants.**

Hence, it is

**ORDERED**

**that instant prayer for ad interim injunction filed by the plaintiff is considered and rejected “on the ground of lack or want of urgency.”**

Issue the requisites filed if found proper on scrutiny.

Prayer made by the plaintiff to return the original documents filed this day on undertaking to re-file the same as and when directed to do so is considered and allowed.

Return the documents to the Ld. Counsel on record on proper receipt on the condition to re-file the same as and when so directed by the court.

Fix **16.01.2026** for SR & hearing of temporary injunction petition. W.O. if any in the meantime.

Sd/-  
(Subhadeep Ray)  
Judge, Commercial Court, Siliguri  
J.O. Code WB00949