

## Commercial Suit No. 01 of 2026

### Order No.06

Date:25-02-2026

Today is fixed for clarification on point of law raised by this court vide its last order bearing no.05 dated 24.02.2026.

All three parties take steps and are further duly represented by their respective Ld. Counsel.

Ld. Counsel for the principal defendants/petitioners files a written note or summary of contention in support of the prayer for return of plaint under O7 R10 CPC. Copy served on the other side. No written notes preferred by Ld. Counsel for the plaintiff/O.P.

No clarification of law point raised by this court is filed expressly by the petitioners. It is noted.

Record is taken up for passing order disposing of the petition under O7 R10 CPC dated 29.01.2026.

To hit the nail on the head, let it be laid down in no uncertain terms that the foundational contention of the present petitioners in preferring a petition under O7 R10 of the CP Code, 1908 is that instant suit is not one of “commercial nature” within the meaning of the term as defined in section 2(1)© of the CCA, 2015 as the dispute involved & the relief claimed in the present suit both emanate from an unregistered piece of document that is inadmissible in evidence and do not satisfy the criteria of an “agreement” within meaning of the term as enshrined in section 2(1)©(vii) of the CCA, 2015. This contention finds anchor in paragraph no.5 of written notes of contention filed by Ld. Counsel for the petitioners this day.

Having heard Ld. Counsels for both sides on the last occasion at length and further having perused the petition, the written objection, the written notes & the precedents referred to by both party this court is of the firm view that aforesaid ***contention of the present petitioners is unsustainable in law & fact*** for the following reasons:

1. This court having extended its poised consideration on 06.01.2026 arrived at the decisive conclusion (vide order no.01) that instant dispute was one of a “commercial nature” within the meaning of the expression under section 2(1)©(vii) of the CCA, 2015. Having so done at length and instant petitioners having failed and/or neglected to satisfy the point of law raised by this court in the last order, this court failed to find any justification to revisit the self-same issue; particularly in absence of any statute or precedential law.
2. Observations returned by the Hon’ble Supreme Court in Paul Rubber Private Limited v/s Amit Chand Mitra & Others & by the Hon’ble Delhi High Court in Kartar Singh Kochhar v/s ICICI Bank Ltd. makes it crystal clear that that term “agreement” as used in section 2(1)©(vii) of the CCA, 2015 is certainly not restricted to registered instruments but also extends to unregistered and oral ones. Thus, the logic behind the contention raised by the present petitioners --- namely that instant dispute was not one of a commercial nature as the agreement that it related to was an unregistered one --- fell through in its entirety.
3. So far as the agreement for lease being an unregistered piece of instrument was concerned, it was entirely a matter of evidence and not

a pertinent, threshold requirement to be taken into reckoning while disposing of an application under O7 R10 CPC.

4. At this initial stage this court was in no position to surmise the purpose for and the manner in which the plaintiff proposed to use the unregistered lease agreement in course of trial; regard being had to the trite law that an unregistered piece of document could well find its way in evidence for any collateral purpose like for proving the nature and character of possession of the litigant concerned.
5. This court found itself abreast of its power to impound any unregistered piece of document at any stage of litigation and send the same for realization of the proper stamp duty.
6. This court found itself well-aware of the essence of the provision enshrined under section 6 of the Specific Relief Act, 1963 as well as of the Doctrine of Due Process of Law enshrined in the Constitution of India.

Ergo, this court fails to find any merit in the petition for return of plaint preferred by the present petitioners being the principal defendants in the suit and accordingly,

it is

**ORDERED**

**that instant petition under O& R10 of the Code of Civil Procedure, 1908 praying for return of plaint on the ground of subject-matter jurisdiction is found devoid of merit and the same is hereby dismissed on contest; albeit without any order as to costs.**

Considering the urgent nature of the relief claimed and/or the statutory provision invoked let a short date be fixed for expeditious hearing of the temporary injunction preferred by the present plaintiffs.

Fix **09.03.2026** for hearing of the temporary injunction petition. W.O. if any in the meantime. Copy of W.O. to be served on the other side at least 03 days prior to the date fixed for hearing to facilitate the same.

Sd/-

(Subhadeep Ray)

Judge, Commercial Court, Siliguri

J.O. Code WB00949