

19 CS (COMM.) 82/26
Parveen Kumar Vs. Vivek Rathi

23.02.2026

Present: Sh. Sanjeev Arora and Sh. Hardeep, Ld. Counsels for plaintiff along with plaintiff in person.

1. On 07.02.2026, the following two queries were posed to Ld. Counsel for the plaintiff, where to written submissions have been filed:-
tage:-

1. **As to whether this suit can proceed as a case involving commercial dispute?**
2. **Whether the suit is bad for non-impleadment of the aforesaid parties No.2 to 5 who were there at the time of entering into the aforesaid Memorandum of Settlement dated 22.09.2022?**

2. I have heard Ld. Counsel for plaintiff.

3. With a view to understand as to whether the present suit can proceed as a suit involving a '*commercial dispute*', the relevant facts of the case are that plaintiff is a Government employee being working as a Nursing Orderly in ESIC Dental College and Hospital, Rohini, Delhi bearing employee ID No.122803. It has been claimed in the suit that defendant being first party, Sh. Deepanshu Lakra being second party, Sh. Ajeet Singh being third party, Smt. Kirti, W/o of plaintiff being fourth party and Sh. Bijender Dabas being 5th party, entered into a partnership agreement/deed for the purpose of extending loan to defendant being first party. It is admitted position that plaintiff was not a party in the said partnership agreement/deed. Although the said partnership deed is titled as '*Memo of Settlement*', I have considered it to be a '*Partnership Deed*', as argued by Ld. Counsel for the plaintiff.

4. Ld. counsel for plaintiff has referred to the provision of Section 2(1)(c)XV of Commercial Courts Act which is reproduced as under:-

“XXXX

Section 2(1)(c)XV : Partnership agreements

XXXX”

5. It is admitted position that the said partnership deed is not registered within the meaning of Section 69 of the Partnership Act and also that the same has a valid arbitration clause which is reproduced as under:-

“XXXX

4. That in case of any partner/party breaches the terms and conditions of this deed, then the said dispute shall be referred to and in adjudicated according to the provisions of the Indian Arbitration Act then in force.

Xxxx”

6. At this stage, Ld. Counsel for plaintiff has submitted that the said partnership deed now stands rescinded by all the parties as it ultimately culminated into a ‘*mutual settlement*’.

7. Therefore, in nutshell, the present suit is for enforcement of a mutual settlement and the same does not fall in any of the clauses of Section 2(1)(c) of the Commercial Courts Act. Therefore, the ordinary civil court dealing with the non-commercial suits will have the jurisdiction.

8. The plaint is accordingly ordered to be returned to the plaintiff with the court fees and original documents, if any, after complying with necessary formalities. Needless to say that the plaintiff shall have the benefit of Section 14 of the Limitation Act. The certified copies of the returned documents be kept on record.

9. Remaining file be consigned to Record Room after making necessary endorsements.

(Vinod Yadav)
District Judge (Commercial Court)-02
North-West/Rohini Courts/23.02.2026