



IN THE HIGH COURT OF ORISSA AT CUTTACK

C.M.P. No.1480 of 2025

(In the matter of an application under Article 227 of the Constitution of India)

Lumenkai Power Private Limited ***Petitioner***
(formerly known as AES India
Private Limited), Himalaya Palace,
East Delhi

-versus-

M/s.Kalinga Insulation, Udayabhat, ***Opposite Party***
Dochhaki, Paradipgarh, Paradip,
Dist.-Jagatsinghpur

Advocate(s) appeared in this case:-

For Petitioner	:	Mr. A.K. Parija, Senior Advocate Mr. B.P. Das, Advocate
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For Opposite Party	:	Mr.M.K. Mishra, Senior Advocate Mr. D. Mishra, Advocate
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CORAM: JUSTICE B.P. ROUTRAY

JUDGMENT
3rd December 2025

B.P. Routray, J.

1. Heard Mr. A.K. Parija, learned Senior Advocate along with Mr. B.P. Das, learned Advocate for the Petitioner and Mr. M.K. Mishra, learned Senior Advocate along with Mr. D. Mishra, learned Advocate for the Opposite Party.

2. Present C.M.P. is directed against the order dated 09.09.2025 of the learned Commercial Court, Cuttack passed in Execution Case No.61



of 2024, wherein the prayer of the J.Dr. under Order 21 Rule 11, C.P.C. read with Section 36 of the Arbitration and Conciliation Act was rejected.

3. Before entering into the merit of the dispute, a preliminary objection is raised by the present Opposite Party, who is the D.Hr., regarding maintainability of the present C.M.P. under Article 227 of the Constitution of India.

4. It is submitted by Mr. M.K. Mishra, learned Senior Advocate for the Opposite Party that as per Section 13(1) of the Commercial Courts Act, 2015 all such judgment or order of the Commercial Court below the level of District Judge may be appealed before the Commercial Appellate Court and cannot be tested under exercise of jurisdiction of the High Court under Article 227 of the Constitution of India. It is further submitted that since after closure of sub-section (1) of Section 13 a “full stop (.)” is occurring whereas the “colon (:)” is occurring at the end of sub-section (1-A), the proviso coming after sub-section(1-A) would not qualify to such provisions mentioned in sub-section (1) of Section 13.



5. Conversely, refuting to such objections raised by the Opposite Party, Mr. A.K. Parija, learned Senior Advocate for the Petitioner submits that, the provisions of the Act, i.e. the Commercial Courts Act, cannot be interpreted in such a way that are submitted by the Opposite Party. Specifically, the proviso contained in Section 13, appearing after sub-section (1-A) by its plain reading and meaning qualifies to both the provisions under sub-section (1) and sub-section (1-A). It is also submitted that putting the “full-stop (.)” or “colon (:)” after the sub-section (1) and sub-section (1-A) does not make any distinction in the meaning of the interpretation of the proviso attached to Section 13.

6. In view of the rival contentions raised with regard to maintainability of the present proceeding before this Court, it needs to refer the provisions under Section 13 of the Commercial Courts Act, 2015. It reads as follows:-

“13. Appeals from decrees of Commercial Courts and Commercial Divisions.—[(1) Any person aggrieved by the judgment or order of a Commercial Court below the level of a District Judge may appeal to the Commercial Appellate Court within a period of sixty days from the date of judgment or order.

(1-A) Any person aggrieved by the judgment or order of a Commercial Court at the level of District Judge exercising



original civil jurisdiction or, as the case may be, Commercial Division of a High Court may appeal to the Commercial Appellate Division of that High Court within a period of sixty days from the date of the judgment or order:

Provided that an appeal shall lie from such orders passed by a Commercial Division or a Commercial Court that are specifically enumerated under Order XLIII of the Code of Civil Procedure, 1908 (5 of 1908) as amended by this Act and section 37 of the Arbitration and Conciliation Act, 1996 (26 of 1996).]

(2) Notwithstanding anything contained in any other law for the time being in force or Letters Patent of a High Court, no appeal shall lie from any order or decree of a Commercial Division or Commercial Court otherwise than in accordance with the provisions of this Act.”

7. For the purpose of interpretation, the original Gazette Notification of the amended provision of Section 13 which came as the Commercial Courts, Commercial Division and Commercial Appellate Division of High Court (Amendment) Act 2018 (Act No.28 of 2018) has been referred to.

8. Mr. Mishra, learned Senior Advocate for the Opposite Party also takes notice of this Court to the intent and object of bringing such amendment to the Commercial Courts Act by the Amendment Bill 2018. Here it would be profitable to re-produce the pre-amended



provisions of Section 13 of the Commercial Courts Act, 2015. It reads as follows:-

“13. Appeals from decrees of Commercial Courts and Commercial Divisions.—(1) Any person aggrieved by the decision of the Commercial Court or Commercial Division of a High Court may appeal to the Commercial Appellate Division of that High Court within a period of sixty days from the date of judgment or order, as the case may be:

Provided that an appeal shall lie from such orders passed by a Commercial Division or a Commercial Court that are specifically enumerated under Order XLIII of the Code of Civil Procedure, 1908 (5 of 1908) as amended by this Act and Section 37 of the Arbitration and Conciliation Act, 1996 (26 of 1996).

(2) Notwithstanding anything contained in any other law for the time being in force or Letters Patent of a High Court, no appeal shall lie from any order or decree of a Commercial Division or Commercial Court otherwise than in accordance with the provisions of this Act.”

9. As seen from the above quoted provisions of Section 13 of the Commercial Courts Act, 2015, as it is after the amendment, that, sub-section (1) ends with a “full-stop (.)”, wherein after end of sub-section (1-A) a “colon (:)” is used attaching the proviso thereof before writing sub-section (2). In *Indore Development Authority vs. Manoharlal and others, (2020) 8 SCC 129*, in the context of interpretation of the



provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, it is explained as follows:

“90.2. The relevant provisions of the 2013 Act are as follows:

“24. Land acquisition process under Act 1 of 1894 shall be deemed to have lapsed in certain cases.—(1) Notwithstanding anything contained in this Act, in any case of land acquisition proceedings initiated under the Land Acquisition Act, 1894,—

(a) where no award under Section 11 of the said Land Acquisition Act has been made, then, all provisions of this Act relating to the determination of compensation shall apply; or

(b) where an award under said Section 11 has been made, then such proceedings shall continue under the provisions of the said Land Acquisition Act, as if the said Act has not been repealed.

(2) Notwithstanding anything contained in sub-section (1), in case of land acquisition proceedings initiated under the Land Acquisition Act, 1894 (1 of 1894), where an award under the said Section 11 has been made five years or more prior to the commencement of this Act but the physical possession of the land has not been taken or the compensation has not been paid, the said proceedings shall be deemed to have lapsed and the appropriate Government, if it so chooses, shall initiate the proceedings of such land acquisition afresh in accordance with the provisions of this Act:



Provided that where an award has been made and compensation in respect of a majority of landholdings has not been deposited in the account of the beneficiaries, then, all beneficiaries specified in the notification for acquisition under Section 4 of the said Land Acquisition Act, shall be entitled to compensation in accordance with the provisions of this Act.

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114. *Repeal and saving.*—(1) The Land Acquisition Act, 1894 (1 of 1894), is hereby repealed.

(2) Save as otherwise provided in this Act the repeal under sub-section (1) shall not be held to prejudice or affect the general application of Section 6 of the General Clauses Act, 1897 (10 of 1897) with regard to the effect of repeals.”

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94. Undoubtedly, the 2013 Act has provided safeguards, in the form of higher compensation and provisions for rehabilitation, which are necessary. In that light, the court has to interpret its provisions, to give full and meaningful effect to the legislative intent keeping in mind the language and tenor of the provisions, it is not for the court to legislate. The Court can only iron out creases to clear ambiguity. The intended benefit should not be taken away. At the same time, since the 2013 Act, envisages lapse of acquisitions notified (and in many cases, completed by the issuance of the award) due to indolence and inaction on the part of the authorities and therefore, intends acquisition at a fast track, the full effect has to be given to the provisions contained in Section 24.

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(b) Punctuation used in Section 24(2)



176. Parliament has used the full stop (.) after Section 24(1) and colon (:) after Section 24(2). It cannot be gainsaid that punctuation plays a vital role, particularly when an attempt is made to relocate any part of the provision. The use of the colon is to introduce a sub-clause that follows logically from the text before it. We are examining this aspect of the colon, additionally. Though as the interpretation of the provision of Section 24(2) and its proviso needs no further deliberation regarding its placement, the same is to be read as a proviso to Section 24(2) and not Section 24(1)(b). Use of punctuation colon reinforces our conclusion and punctuation mark has been an accepted method of statutory interpretation when such a problem arises. Though sometimes punctuation can be ignored also but not generally. The full stop after Section 24(1)(b) expresses deliberate intent to end a particular sentence and detach it from the next part. With regard to the meaning of the punctuation colon, the *University of Oxford Style Guide* states as under:

“Use a colon to introduce a sub-clause which follows logically from the text before it, is not a new concept and depends logically on the preceding main clause. Do not use a colon if the two parts of the sentence are not logically connected.” (emphasis supplied)

177. The note of the University of England “Writing Correctly” has also been relied upon on behalf of the State of Haryana. Following discussion has been made:

“Colons have a number of functions in a sentence. If you use colons in your writing, use them sparingly, and never use a colon more than once in any sentence.

Rule 1 : Colons can be used to introduce a list, but they must *follow* a complete sentence (independent clause).

Rule 2 : Colons can be used to explain, summarise or extend the meaning in a sentence by introducing a word, phrase or clause that *enlarges on the previous* statement.



Rule 3 : Colons are used to *separate the title from the subtitle*.

Rule 4 : Colons can be used to *introduce a quotation* in formal academic writing.” (emphasis supplied)

178. It is clear that the colon (:) has a reference to the previous statement and enlarges the same and extends the meaning of the sentence. The colon indicates that the text is intrinsically linked to the previous provision preceding it i.e. Section 24(2) in this case and not Section 24(1). The colon indicates that what follows. The colon proves, explains, defines describes or lists elements of what precedes it. In case the proviso is bodily lifted and placed after Section 24(1)(b), Section 24(2) will end with a “colon”, which is never done to end a provision. Certain decisions have been referred to saying that importance and weightage are to be given to punctuation marks. The earlier view was that punctuations were added by the proof readers, and the Acts passed by Parliament did not contain any punctuation. However, it was submitted that in the past century, the English courts realised that the drafts placed before the Parliament also carry punctuations and, thus, it is important to give meaning to the same. *Bennion on Statutory Interpretation* has this to say regarding punctuation marks:

“16.8. Punctuation is a part of an Act and may be considered in construing a provision. It is usually of little weight, however, since the sense of an Act should be the same with or without its punctuation.

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Although punctuation may be considered, it will generally be of little use since the sense of an Act should be the same with or without it. Punctuation is a device not for making meaning, but for making meaning plain. Its purpose is to



denote the steps that ought to be made in oral reading and to point out the sense. The meaning of a well-crafted legislative proposition should not turn on the presence or absence of a punctuation mark.”

179. In *Marshall v. Cottingham* [*Marshall v. Cottingham*, 1982 Ch 82 : (1981) 3 WLR 235 : (1981) 3 All ER 8] , Ch p. 88, at 12 while referring to the change of position and establishing that punctuation may be used in interpretation, it was held that : (Ch p. 88)

‘... the day is long past when the courts would pay no heed to punctuation in an Act of Parliament.’

In *Hanlon v. Law Society* [*Hanlon v. Law Society*, 1981 AC 124 : (1980) 2 WLR 756 (HL)] , AC p. 197 it was held as under : (AC p. 198)

“... not to take account of punctuation disregards the reality that literate people, such as parliamentary draftsmen, punctuate what they write, if not identically, at least in accordance with grammatical principles. Why should not other literate people, such as Judges, look at the punctuation in order to interpret the meaning of the legislation as accepted by Parliament?”

Yet again in *Houston v. Burns* [*Houston v. Burns*, 1918 AC 337 (HL)] , AC p. 348, it was held that : (AC p. 348)

“... Punctuation is a rational part of English composition and is sometimes quite significantly employed. I see no reason for depriving legal documents of such significance as attaches to punctuation in other writings.”

180. Other decisions were also cited. [*Dingmar v. Dingmar*, 2007 Ch 109 : (2006) 3 WLR 1183 : (2007) 2 All ER 382 (CA), *Kennedy*



v. *Information Commr.*, (2012) 1 WLR 3524 (CA)] On similar lines, the American approach to the interpretation of punctuations is different.

180.1. In *Taylor v. Caribou* [*Taylor v. Caribou*, 102 Me 401 : 67 A 2 (1907)] , it was held as under:

“We are aware that it has been repeatedly asserted by courts and jurists that punctuation is no part of a statute, and that it ought not to be regarded in construction. This rule in its origin was founded upon commonsense, for in England until 1849 statutes were entrolled upon parchment and enacted without punctuation....*Such a rule is not applicable to conditions where, as in this State, a Bill is printed and is on the desk of every Member of the Legislature, punctuation and all, before its final passage. There is no reason why punctuation, which is intended to and does assist in making clear and plain the meaning of all things else in the English language, should be rejected in the case of the interpretation of statutes. “Cessante ratione legis cessat ipso lex”. Accordingly we find that it has been said that in interpreting a statute punctuation may be resorted to when other means fail ...; that it may aid its construction ...; that by it the meaning may often be determined; that it is one of the means of discovering the legislative intent ...; that it may be of material assistance in determining the legislative intention....”* (emphasis supplied)

180.2. In *Aswini Kumar Ghose* [*Aswini Kumar Ghose v. Arabinda Bose*, (1952) 2 SCC 237 : 1953 SCR 1 : AIR 1952 SC 369] stated that : (AIR pp. 383 & 389, paras 57 & 78)

“57. ... Punctuation is after all a minor element in the construction of a statute, and very little attention is paid to it by



English courts. Cockburn, C.J. said in *Stephenson v. Taylor* [*Stephenson v. Taylor*, (1861) 1 B&S 101 : 121 ER 652] : (B&S p. 106)

‘On the Parliament Roll there is no punctuation and we therefore are not bound by that in the printed copies.’

It seems, however, that in the Vellum copies printed since 1850 there are some cases of punctuation, and when they occur they can be looked upon as a sort of *contemporanea exposition* [See *Craies on Statute Law*, p. 185] . When a statute is carefully punctuated and there is doubt about its meaning, a weight should undoubtedly be given to the [Ed. : The word between two asterisks has been emphasised in original.] *punctuation* [Ed. : The word between two asterisks has been emphasised in original.] [Vide *Crawford on Statutory Construction*, p. 343.] . I need not deny that punctuation may have its uses in some cases, but it cannot certainly be regarded as a controlling element and cannot be allowed to control the plain meaning of a text [Vide *Crawford on Statutory Construction*, p. 343.] .

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78. *The High Court has rejected [Aswini Kumar Ghose v. Arabindo Bose, 1951 SCC OnLine Cal 248 : (1951-52) 56 CWN 145] the contention of the petitioner Aswini Kumar Ghosh on two grounds. In the first place, it has been said that the comma was no part of the Act. That the orthodox view of earlier English Judges was that punctuation formed no part of the statute appears quite clearly from the observations of Willes, J. in Claydon v. Green [Claydon v. Green, (1868) LR 3 CP 511] . Vigorous expression was given to this view also by Lord Esher, M.R. in Duke of Devonshire v. Connor [Duke of Devonshire v. Connor, (1890) LR 24 QBD 468 (CA)] where he said:*



‘... in an Act of Parliament there are no such things as brackets any more than there are such things as stops.’

This view was also adopted by the Privy Council in the matter of interpretation of Indian statutes as will appear from the observations of Lord Hobhouse in Maharani of Burdwan v. Murtunjoy Singh [Maharani of Burdwan v. Murtunjoy Singh, 1887 SCC OnLine PC 1 : (1886-87) 14 IA 30], namely, that ‘it is an error to rely on punctuation in construing Acts of the legislature’. Same opinion was expressed by the Privy Council in Pugh v. Ashutosh Sen [Pugh v. Ashutosh Sen, 1928 SCC OnLine PC 93 : (1928-29) 56 IA 93].

If, however, the rule regarding the rejection of punctuation for the purposes of interpretation is to be regarded as of imperfect obligation and punctuation is to be taken at least as *contemporanea expositio*, it will nevertheless have to be disregarded if it is contrary to the plain meaning of the statute. If punctuation is without sense or conflicts with the plain meaning of the words, the court will not allow it to cause a meaning to be placed upon the words which they otherwise would not have. This leads me to the second ground on which mainly the High Court rejected the plea of the petitioner Aswini Kumar Ghosh, namely, that the word “other” in the phrase “any other law” quite clearly connects the Indian Bar Councils Act with other laws as alternatives and subjects both to the qualification contained in the adjectival clause. I find myself in complete agreement with the High Court on this point. If the intention was that the adjectival clause should not qualify the Indian Bar Councils Act, then the use of the word “other” was wholly inapposite and unnecessary. The use of that word unmistakably leads to the conclusion that the adjectival clause also qualifies something other than “other law”. If the intention were that the Indian Bar Councils Act should remain unaffected by the qualifying phrase and should



be superseded *in toto* for the purposes of this Act the legislature would have said ‘or in any law regulating the conditions, etc.’

It would have been yet simpler not to refer to the Indian Bar Councils Act at all and to drop the adjectival clause and to simply say ‘Notwithstanding anything contained in any law’. In the light of the true meaning of the title of the Act as I have explained above and having regard to the use of the word “other” I have no hesitation in holding, in agreement with the High Court, that what the non obstante clause intended to exclude or supersede was not the whole of the Indian Bar Councils Act but to exclude or supersede that Act and any other law only insofar as they or either of them purported to regulate the conditions subject to which a person not entered in the roll of advocates of a High Court might be permitted to practise in that High Court and that the comma, if it may at all be looked at, must be disregarded as being contrary to this plain meaning of the statute.”

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183. *Aswini Kumar Ghose* [*Aswini Kumar Ghose v. Arabinda Bose*, (1952) 2 SCC 237 : 1953 SCR 1 : AIR 1952 SC 369] also dealt with full stops and held that as long as punctuation does not detract from the meaning of the words in the text, it can be a controlling factor in interpretation. In *State of W.B. v. Swapan Kumar Guha* [*State of W.B. v. Swapan Kumar Guha*, (1982) 1 SCC 561 : 1982 SCC (Cri) 283] , this Court observed that grammar and punctuation are hapless victims of the pace of life and sometimes are used both as a matter of convenience and of meaningfulness. Besides, how far a clause which follows upon a comma governs every clause that precedes the comma is a matter not free from doubt. This Court observed that : (*Swapan Kumar Guha case* [*State*



of *W.B. v. Swapan Kumar Guha*, (1982) 1 SCC 561 : 1982 SCC (Cri) 283], SCC p. 568, para 5)

“5. Since the sole question for consideration arising out of the FIR, as laid, is whether the accused are conducting a money circulation scheme, it is necessary to understand what is comprehended within the statutory meaning of that expression. Section 2(c) of the Act provides:

‘2. (c)“**money circulation scheme**” means any scheme, by whatever name called, for the making of quick or easy money, or for the receipt of any money or valuable thing as the consideration for a promise to pay money, on any event or contingency relative or applicable to the enrolment of members into the scheme, whether or not such money or thing is derived from the entrance money of the members of such scheme or periodical subscriptions;’

Grammar and punctuation are hapless victims of the pace of life, and I prefer in this case not to go merely by the commas used in clause (c) because, though they seem to me to have been placed both as a matter of convenience and of meaningfulness, yet, a more thoughtful use of commas and other gadgets of punctuation would have helped make the meaning of the clause clear beyond controversy. Besides, how far a clause which follows upon a comma governs every clause that precedes the comma is a matter not free from doubt. I, therefore, consider it more safe and satisfactory to discover the true meaning of clause (c) by having regard to the substance of the matter as it emerges from the object and purpose of the Act, the context in which the expression is used and the consequences necessarily following upon the acceptance of any particular interpretation of the provision, the contravention of which is visited by penal consequences.”



184. The present case involves placement of colon preceding to the proviso to Section 24(2) and not Section 24(1), which ends with a full stop, and it makes sense and the true meaning where Parliament has placed it. The proviso is part of Section 24(2). It is not permissible to alter the provision and to read it as a proviso to Section 24(1)(b), mainly when it makes sense where Parliament so placed it. To read the proviso as part of Section 24(1)(b), will create repugnancy with the provisions contained in Section 24(1)(b). The window period of 5 years is provided to complete the acquisition proceedings where the award has been passed, and the provisions of the 1894 Act shall be applied as if it has not been repealed. Section 24(2) starts with a non obstante clause; it plainly is notwithstanding Section 24(1), and the proviso to Section 24(2) enlarges the scope of Section 24(2). When the window period has been provided under Section 24(1)(b) i.e. Section 24(2) and its proviso, higher compensation cannot follow in case of an award which has been passed within 5 years of the enactment of the 2013 Act otherwise anomalous results shall accrue. In case the proviso is read as a part of Section 24(1)(b), it would be repugnant to the consideration of the provision which has been carved out saving acquisition and providing window period of 5 years to complete the acquisition proceedings. There were cases under the 1894 Act, in which award may have been made in December 2013, a few days before the Act was enforced on 1-1-2014. As the provisions of the 1894 Act are applicable to such awards, obviously notice of the award has to be given under Section 12 of the said Act. There is no question of outright deposit. In such event as the deposit is to be made when the Collector is prevented by the exigencies specified in Section 31(2) from making payment. The deposit is not contemplated directly either in the court or the treasury, as the case



may be as provided in Section 31(2), corresponding to Section 77(2) of the 2013 Act.”

10. Thus, from the aforesaid decision as explained by the Hon’ble Apex Court that use of the punctuations is not that relevant for the purpose of interpreting the meaning of the provisions under the Act when the express meaning of the provisions is clear without any ambiguity. It is said that all the punctuations may be considered but it will generally be of little use since the sense of an Act should be the same with or without it.

11. Here, it would be important to refer the pre-amended provisions for the purpose of interpretation of the proviso appearing in Section 13. Before its 2018 amendment, it was read as re-produced above and the difference in the pre-amended provision and sub-section (1) of the amended provision is clearly spelt out. In the pre-amended provision, the word, “decision” was used where after amendment the words “judgment or order” has been used. To see minutely, the difference in sub-section (1) and sub-section (1-A) appears to be that sub-section (1) applies for such judgment or order of a Commercial Court below the level of District Judge and sub-section (1-A) applies for such judgment or order at the level of District Judge. There is actually no other



difference in sub-section (1) and sub-section (1-A) of Section 13, except providing different forums for the purpose of appeal to be availed by the aggrieved party in respect of the order passed by a court below the District Judge and at the level of District Judge. Even the time period for preferring the appeal is also the same as 60 days from the date of the judgment or order. So, what is submitted on behalf of the Petitioner that, the proviso appearing in Section 13 is qualifying to both sub-section (1) and sub-section (1-A) is found support from the analysis made above that it only classifies two different forums for the judgment and order passed by two different level of courts. This proviso as appearing in Section 13 after the amendment was also there at the pre-amended stage when there was only sub-section (1) was there before the proviso comes to Section 13. After insertion of sub-section (1-A), though the entire sub-section (1) under Section 13 was substituted by way of 2018 Amendment, but the major change seen is that insertion of sub-section (1-A) after sub-section (1) before the proviso appears. Thus, in other words, it is that the proviso was there before the amendment, which would apply to such decision of all the Commercial Courts or Commercial Division of a High Court to appeal subject to the provisions contained in Order 43 of the Code of Civil



Procedure, 1908 as applied to by the Commercial Courts Act, 2015 and Section 37 of the Arbitration and Conciliation Act, 1996. Therefore, the insertion of new provision under sub-section (1-A) is not meant to create a sea of difference in the pre-amended and post-amended provisions, but it is only intended to create two different forums for appeal for two level of Courts. But at the same time, the limitation of appeal, in terms of the provisions contained in Order 43 of the C.P.C., has been continued to be same. Thus, the intention of the legislation is not seen with any ambiguity to take further foreign aid for an entirely different interpretation with regard to punctuations which is of little consequence as per the principle laid down by the Hon'ble Apex Court in *Indore Development Authority* (supra).

12. In a case before Delhi High Court, i.e. *Delhi Chemical and Pharmaceutical Works Pvt. Ltd. and another vs. Himgiri Realtors Pvt. Ltd. and another*, 2021 SCC OnLine Del 3603, the learned Single Judge while dealing with same question has observed that, as far as the interpretation of application of the proviso to sub-section (1) and sub-section (1-A) is concerned such proviso was there before the amendment and even after insertion of sub-section (1-A) after the amendment and is pari materia to the erstwhile proviso to sub-section



(1) and there is nothing in the proviso specifically to indicate that the same is applicable only to sub-section (1-A).

13. Having considered the purpose and intention of introduction of sub-section (1-A) after its amendment in 2018 and the changes in words from decision to judgment or order, since no major difference is seen except providing two different forums for preferring appeal by the aggrieved party, it can be reasonably concluded that the proviso applies to both sub-section (1) and sub-section (1-A). A bare look to the Gazette Notification also seems that the provision is meant to apply to both sub-section (1) and sub-section (1-A). Except the difference in the marking of the punctuations, i.e. full-stop (.) and colon (:), there is nothing to support the contention that the proviso is applicable to sub-section (1-A) alone excluding sub-section (1). In other words, if it is accepted then it means that the provision for appeal would be applicable with such restrictions, as per the provisions in Order 43 of the CPC, in respect of the orders passed by the court at the level of District Judge, but the restrictions will not be applicable to such other courts below the level of District Judge. This reasoning is seen somehow illogical, because the purpose of the proviso would then not be in conformity with the object of the Act (The Commercial Courts



Act, 2015). The object of the Act is for providing speedy disposal of high value commercial disputes. Therefore, the conclusion would be that the proviso is meant to apply to sub-section (1) and sub-section (1-A) both and its application cannot be limited to such provisions appearing in sub-section (1-A) only.

14. Thus, considering the submissions of both parties with regard to interpretation of the proviso clause appearing in Section 13, in the opinion of this Court, the same applies to both sub-section (1) and sub-section (1-A) to restrict the scope of appeal within the ambit of Order 43 of the Civil Procedure Code, 1908. Thus, it is held that the present C.M.P. is maintainable in the present form. The preliminary objection is answered thus.

15. List the C.M.P. on 12th January 2026.

16. The interim order dated 17.09.2025 shall continue till 12th January 2026.

(B.P. Routray)
Judge

B.K. Barik/Secretary