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ORDER SHEET

IA No.GA/1/2024
IN
CS/137/2024
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

THE GOLDEN SOAP FACTORY PRIVATE LIMITED
VERSUS
SHAILJA CRAFT PRIVATE LIMITED

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 19th November, 2025.

Mr. Gopal Pahari, Adv.
Ms. Mandeep Kaur, Adv.
For the plaintiff.

Mr. Ritoban Sarkar, Adv.
Mr. Samriddha Sen, Adv.
Mr. Barnik Ghosh, Adv.
.. . for defendant.

The Court : In a suit for recovery of money lent and advanced the plaintiff has taken out this application for judgment on admission for a sum of Rs.44,70,180/-. The plaintiff has also asked for a direction upon the defendant to furnish a security of Rs.55,63,464/-.

It is the case of the plaintiff that the defendant approached the plaintiff at premises no.P-35, India Exchange Place, 3rd Floor, Kolkata – 700 001 in June, 2019 for a financial accommodation of Rs.48,00,000/-. Pursuant to such request, the plaintiff agreed to lent and the defendant agreed to avail a financial accommodation of Rs.48,00,000/- repayable with interest at the rate of 12% per annum at the end of each quarter of the

financial year that is to say in June, September, December and March of each year. The interest, according to the plaintiff, became payable on and from 1st April, 2020. A document dated 4th June, 2019 was executed by and between the plaintiff and the defendant recording the terms on which the financial accommodation was extended by the plaintiff to the defendant. The defendant has taken out an application being G.A. no. 2 of 2025 inter alia for rejection of plaint.

The matter was heard on several dates when the plaintiff advanced its argument in support of the reliefs claimed in the suit and in this application.

The defendant, however, offered to repay the principal with interest through instalments without prejudice to its rights. The matter was, therefore, adjourned. The defendant has come up with a proposal to pay Rs.1 lakh per month starting from April, 2026 to liquidate the entire principal sum with accrued interest at the rate of 12% per annum. This proposal is not acceptable to the plaintiff. The matter is, therefore, required to be heard on merits.

After taking into account the issues in the two applications, two points fall for consideration prior to the matter being considered on merit. Firstly, whether the document dated 4th June, 2019 appearing at page 36 of the application is to be construed as a mercantile document within the provisions of Section 2(1)(c)(i) of the Commercial Courts Act, 2015 which will debar the plaintiff from instituting a suit for recovery of the money lent and advanced in the Ordinary Original Civil Jurisdiction. Secondly, whether a loan given by a company to another company is to be construed as a

commercial transaction giving rise to a commercial dispute for which a commercial suit is required to be filed instead of a suit being instituted in the Ordinary Original Civil Jurisdiction.

The applications are adjourned till 24th November, 2025 to enable the parties to address the Court on the aforesaid two points prior to the matter being taken up on merits.

(ARINDAM MUKHERJEE, J.)

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