

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

IA No. GA/1/2024

In

CS/137/2024

THE GOLDEN SOAP FACTORY PVT. LTD.

VERSUS

SHAILJA CRAFT PVT. LTD.

IA No. GA/2/2025

In

CS/137/2024

THE GOLDEN SOAP FACTORY PVT. LTD.

VERSUS

SHAILJA CRAFT PVT. LTD.

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 23rd June, 2026.

Appearance:

Mr. Gopal Pahari, Adv.

Ms. Mandeep Kaur, Adv.

Mr. Jagat Jyoti Nag, Adv.

For the plaintiff

Mr. Ritoban Sarkar, Adv.

Mr. Barnik Ghosh, Adv.

Mr. Samriddha Sen, Adv.

For the defendant.

The Court:- The parties have made submission regarding the nature of the loan being the subject matter of the instant suit which is also being the subject matter of the application for judgment on admission.

It is the case of the defendant in support of their application for rejection of plaint that the loan has to be construed as one covered by Section 2(1)(c)(i) of the Commercial Courts Act, 2015 and as such the suit ought to have been framed and filed as a commercial suit.

The defendant also relies upon the definition of commercial loan as contained in Bengal Money-Lenders Act, 1940 to draw an analogy as to the subject loan in this proceeding to contend that in view of such definition and that no clear definition of commercial loan being available in the 2015 Act, the subject loan has to be also considered a commercial loan.

Disputing this fact the plaintiff says that it is manufacturer of soap and did not have any business transaction in connection with its business with the defendant. The money was also not given to the defendant for its business purpose. It was friendly loan which cannot be termed as a loan covered by the provisions of Section 2(1)(c)(i) of the 2015 Act. Moreover, there is no mercantile document which is a pre-requisite for holding the loan transaction to be one governed by the provisions of Section 2(1)(c)(i) of the 2015 Act. The plaintiff also says that the defendant in its written statement has alleged the loan to be one not covered by the provisions of Section 2 (1) (c) (i) of the 2015 Act and that there is no mercantile document in subsistence but has made out a complete opposite story in the application for rejection of plaint.

The submission, however, is disputed by the defendant. The defendant says that the words “such as” used in Section 2(1)(c)(i) of the 2015 Act as interpreted by a Division Bench of this Court in the judgment and order dated **21st January, 2025** passed in **FMAT No. 259 of 2024 (ADM Agro Industries**

Kota & Akola Pvt. Ltd.-Versus- Aone Agro Products Pvt. Ltd. & Another)

has widened the scope of holding a document to be a mercantile document.

The document relied upon by the plaintiff in the instant case should, therefore,

be held to be a mercantile document in the light of the discussions made in

ADM Agro Industries Kota & Akola Pvt. Ltd. (supra).

The argument, however, could not be concluded.

Let this matter appear on 29th June, 2026.

(ARINDAM MUKHERJEE, J.)