

**COMMERCIAL COURT, CHENNAI**

**Present: Dr. L.S. SATHIYAMURTHY, M.A.,M.L.,Ph.D.,  
District Judge**

**Saturday, the 02<sup>nd</sup> day of December, 2023.**

**C.O.S. S.R. No. 919 of 2023**

R. Ramajayam,  
S/o. Rangasamy,  
Flat No. 14, 3<sup>rd</sup> Floor,  
No. 98, Harrington Apartments,  
Harrington Road, Chetpet,  
Chennai – 600 031.

**... Plaintiff**

*/Versus/*

R. Eswaramurthy,  
S/o. S. Rathinasamy Gounder,  
Door No. 517, P.N. Road,  
Tiruppur – 641 602.

**...Defendants**

**Counsel for Plaintiff:** *K. Surendar, Chenthoori Pugazhendhi, G.S. Anand, M.  
Roopan Raj*

**ORDER, DATED: 02.12.2023**

This plaint has been presented for the relief of recovery of Rupees seventeen lakh.

The plaint averments would go to show that the defendant had approached the plaintiff to sell the lands ad-measuring for an extent of 12 acres facing Kangeyam road, at Muthalipalayam village, Tirupur owned by him. The sale consideration was fixed at Rs. 3.75 crores and a token advance of Rs. 20 lakh was sought for by the Defendant. The Plaintiff said to have paid Seventeen Lakh rupees towards a part of the token advance. Now, the present plaint has been filed to recover the said sum of Rs. 17 lakh from the defendant, as the agreed terms are not carried in to action by the defendant.

The plaint is silent as to whether any agreement reduced into writing or not?

The plaint averments and the Document No. 5 would make it clear that the defendant herein has already filed a suit in O.S. No. 675 of 2022 on the file of the Hon'ble District Court, Tirupur, for recovery of a sum of Rs. 2,59,30,907/- with interest at 12% per annum. The Plaintiff herein defending the suit. The plaint averments are silent as to why the plaintiff without making a counter claim or set off or raising such relevant pleas, come forward with this fresh suit before this Court.

As stated supra, the plaintiff has not filed any documents relating to the alleged agreement or joint venture or other legal instruments entered into between the parties herein.

The present plaint does not reveal that the mercantile document under which the plaintiff is approaching this Commercial Court. The definition in sec. 2(1)(C) of Commercial Courts Act, 2015 would make it clear that the transactions should be within the merchants, bankers, financiers or traders. Further, it should relates to a mercantile document. In this plaint on hand no such mercantile document produced by the plaintiff to bring this recovery of the amount within the ambit and scope of Commercial dispute as defined in Sec. 2(1)(C), CCA, 2015.

A plain reading of this plaint would make it clear that the parties herein have claimed as two individuals and not described themselves either as traders or merchants or financiers.

The subject matter for which the said advance of Rs. 17 lakh paid, is to purchase a land which is an immovable property situated at Mudhalipalayam village, Tirupur. As per Sec. 16 of CPC, 1908 this plaint ought to have been presented in the territorial jurisdiction where the subject matter is situated. Absolutely, this Commercial Court has no territorial jurisdiction over the immovable property situate at Mudhalipalayam village, Tirupur.

For the aforesaid reasons, this Court is of the view that the instant plaint to be presented before the Court, where the plaintiff can get efficacious remedy and where the immovable property is situate, for which the advance was paid and a suit in O.S.

No. 675 of 2022 is pending. Above all, there is no ingredients fulfilled to bring this dispute within the definition of Commercial dispute.

In the result, this plaint is returned for representation before proper forum of law. Time to represent is four weeks.

**District Judge,  
Commercial Court,  
Egmore, Chennai – 08.**

**Order  
of  
C.O.S. S.R. No. 919 of 2023  
Dated: 02.12.2023  
  
Commercial Court,  
Egmore, Chennai – 08.**