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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20-07-2026

CORAM

THE HON'BLE MR JUSTICE ABDUL QUDDHOSE

**CRP No. 3960 of 2026 and
CMP.No.17336 of 2026**

Sri Menagadevi Agro Products
Rep. by its Proprietor,
B.Sabarigiri,
S/o. Balasubramanian,
28-B, Thappattai Kilavanpudhur,
Thimmankuthu Post,
Pollachi Taluk.

..Petitioner(s)

Vs

Kennady Prakash
S/o. Ranganathan,
2/103, Modakkupatti Deepalapatti Post,
Udumalpet Taluk,
Thiruppur District.

..Respondent(s)

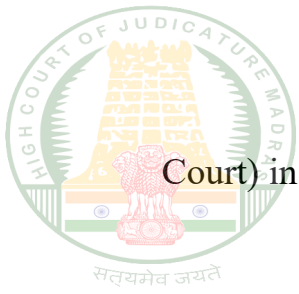
Civil Revision Petition filed under Article 227 of Constitution of India praying to set aside the Fair and Final order dated 26.02.2026 passed in I.A No. 2 of 2025 in COS No. 1 of 2022 on the file of the Sub Court, Udumalpet and allow the above CRP.

For Petitioner(s):

Mr.R.Nalliyappan

ORDER

This Civil Revision Petition has been filed challenging the impugned order dated 26.02.2026. passed by the Sub Court, Udumalpet (Commercial

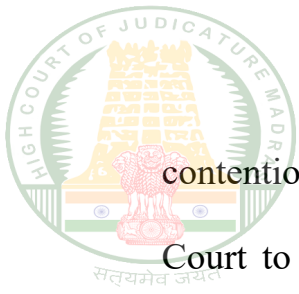


Court) in I.A.No.2 of 2025 in C.O.S.No.1/2022.

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2. In the aforesaid order, the application filed by the petitioner who is the defendant in the Commercial Suit seeking for return of plaint under Order VII Rule 10 r/w 151 of Civil Procedure Code, on the ground that the dispute does not fall within the ambit of 'commercial dispute', as defined under Section 2(1)(c) of the Commercial Courts, Act 2015, has been dismissed.

3. The commercial Court under the impugned order dismissed the application by holding that the transaction between the parties is commercial in nature and therefore the Commercial Suit is maintainable. Learned counsel for the petitioner would submit that the Suit filed by the respondent/plaintiff against the petitioner/defendant is a simple suit for recovery of money. He would submit that the Suit claim arises out of the alleged sale of coconuts by the respondent/plaintiff to the petitioner/defendant which is not a commercial transaction as per Section 2(1)(c) of the Commercial Courts Act, 2015. He would also submit that there is no written contract entered into between the petitioner and the respondent in respect of alleged sale of coconuts by the respondent/plaintiff to the petitioner/defendant. Therefore, he would submit that the Commercial Court under the impugned order ought to have allowed the application filed by the petitioner/defendant under Order VII Rule 10 r/w Section 151 of CPC seeking for return of the plaint. In support of his



contentions, learned counsel for the petitioner also drew the attention of the Court to the decision of the Hon'ble Supreme Court in the case of *Ambalal Sarabhai Enterprises Limited Vs. K.S.Infraspac LLP and Anr* reported in (2020) 15 SCC 585 and in particular he referred to paragraph 14 of the said decision and would submit that unless and until the transaction between the parties involves trade or commerce and a pleading to that effect in the plaint, a dispute cannot be termed as a 'commercial dispute' falling within the purview of the Commercial Courts Act.

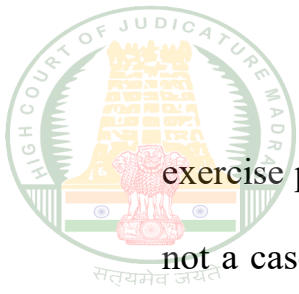
4. The respondent/plaintiff, in the plaint has pleaded that in respect of the coconuts sold by the respondent/plaintiff to the petitioner/defendant, the value of the coconut remains unpaid by the petitioner/defendant.

5. The sale of coconuts by the respondent/plaintiff as seen from the plaint averments is only for profit. Since, the sale of the goods is for profit, the Trial Court has rightly observed in the impugned order while rejecting the petitioner's application that the dispute is a commercial dispute falling within the definition of Section 2(1)(c) of the Commercial Courts Act, 2015. Section 2(1)(c) of the Commercial Courts Act defines a 'commercial dispute' and has also enumerated various claims which falls under the category of Commercial dispute as per Section 2(1)(c) of the Commercial Courts Act. One such claim included in the said list is Sub-clause (XVIII), which confirm that dispute



arising out of agreement for sale of goods also falls under the category of a commercial dispute. In the case on hand, the respondent/plaintiff has filed the commercial suit for the non-payment of the goods sold and delivered by the respondent/plaintiff. The Trial Court under the impugned order has rightly held the dispute which is the subject matter of the suit as a commercial dispute. There is no infirmity in the finding rendered by the Trial Court in the impugned order.

6. The decision relied upon by the learned counsel for the petitioner in the case of *Ambalal Sarabhai Enterprises Limited Vs. K.S.Infraspace LLP and Anr* reported in (2020) 15 SCC 585 has no bearing for the facts of the instant case . That was a case wherein a suit was filed to direct the defendant to execute the mortgage deed. Based on the facts and circumstances involved in the said decision, the Hon'ble Supreme Court held that the suit is not a commercial dispute. But in the instant case where it is abundantly clear that the respondent/plaintiff sold the goods to the petitioner/plaintiff only for profit, necessarily the suit transaction is a commercial transaction and will fall under the definition of 'commercial dispute' as per Section 2(1)(c) of the Commercial Courts Act. Further, it is also to be noted by this Court that under Section 8 of the Commercial Courts Act, there is a statutory prohibition for the filing of a revision petition, if aggrieved by the interlocutory order passed by the Commercial Court. Even though this petition has been filed under Article 227 of Constitution of India , the law is well settled that High Court has to sparingly



exercise powers under Article 227 of Constitution of India. The case on hand is not a case where a grave error has been committed by the Commercial Court, while deciding the application under Order VII Rule 10 CPC. This Court does not find any infirmity in the impugned order. Therefore, the question of exercising powers under Article 227 of Constitution of India by this Court does not arise. The Commercial Courts Act has been legislated only for the speedy disposal of commercial disputes and strict timelines have been fixed for the early disposal of the commercial suits.

For the aforesaid reasons, this Court is of the considered view that this Civil Revision Petition does not deserve any merit. Accordingly this Civil Revision Petition is dismissed. No costs. Consequently, connected Miscellaneous Petition is closed.

20-07-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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To

The Sub Court, Udumalpet.



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Case Citation: (2026) ibclaw.in 4120 HC

CRP No. 3960 of 2



ABDUL QUDDHOSE, J.

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