

**IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
ORIGINAL SIDE**

APO/8/2026

ASHIS BISWAS

-Vs-

PUNJAB NATIONAL BANK

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

-AND-

The Hon'ble JUSTICE MD. SHABBAR RASHIDI

For the Appellant : *Mr. Pranit Bag, Adv.*
Ms. Mandeep Kaur, Adv.
Mr. Gopal Pahari, Adv.
Ms. Anouska Das, Adv.

For the Respondent/Bank : *Mr. Biswaroop Bhattacharya, Adv.*
Mr. Abhishek Banerjee, Adv.
Ms. Parna Roy Chowdhury, Adv.
Ms. Trisa Chanda, Adv.

HEARD ON : 08.04.2026

DELIVERED ON : 08.04.2026

DEBANGSU BASAK, J.:-

- 1.** Appeal is at the behest of the plaintiff and directed against an order dated November 25, 2025 passed in IA No.GA/4/2024 in CS/234/2019.
- 2.** By the impugned order, learned Single Judge returned the plaint of the appellant under Order VII Rule 10 of the Code of Civil

Procedure, 1908 to be presented before the Commercial Court after returning a finding that the disputes involved in the suit were commercial disputes within the meaning of Section 2(1)(c) of the Commercial Courts Act, 2015.

- 3.** Learned Advocate appearing for the appellant submits that, the subject matter of the suit cannot be classified as a commercial dispute within the meaning of the Act of 2015. In support of his contention relies upon **2026: CHC-OS : 84-DB (Auto Fuels & Services vs. Amalgamated Fuels Ltd. & Anr.)**. He submits that, the suit is essentially a claim for damages for the period when the respondent, as a defendant remained in possession of the suit property after expiry of the initial lease.
- 4.** Learned Advocate appearing for the appellant submits that, the respondent entered into a lease with the appellant with regard to the entire ground floor measuring about 2375 sq.ft. and the entire mezzanine floor and the first floor of the building measuring about 1455 sq.ft and an ATM room with one generator room measuring about 162 sq.ft. in the ground floor, west site of the building.
- 5.** According to him, the lease came to an end on March 31, 2014. Thereafter, negotiations took place between the parties with regard to the renewal of the lease. He draws the attention of the Court to a letter dated June 17, 2015 where the Bank, accepted an offer for a lease. He submits that, ultimately the respondent, executed a lease on December 21, 2017 in respect of a portion of the initially leased premises. Possession of the balance portion was made over to the

appellant on July 31, 2017. Therefore, the appellant became entitled to damages for the period from March 1, 2014 being the date when the initial lease expired till December 21, 2017 when possession of the property was made over by the respondent.

- 6.** The respondent is represented.
- 7.** We find from the records that the suit filed by the appellant contains a money claim. Appellant seeks a decree for a sum of Rs.29,63,946/- as against the respondent as pleaded in paragraph 25 of the plaint. Paragraph 25 of the plaint gives the break up of the claim of Rs.29,63,946/-. The break up is the claim of rent for the period from April 1, 2014 till December 21, 2017 along with interest from March 15, 2018 to October 15, 2019 and after adjusting the two payments received by the appellant.
- 8.** Entry of the respondent into the suit property was by virtue of a lease deed. The claim of the appellant is that such lease deed expired by efflux of time. Parties entered into negotiations by which a portion of the initially leased property was retained by the respondent by virtue of a subsequent lease deed dated December 21, 2017. The portion of the initially leased property, which the respondent did not retain was made over to the appellant by the respondent on July 31, 2017.
- 9.** A lessee entering into the possession of an immovable property by virtue of a lease, is liable to be evicted from the property on expiry of the lease by a process known to law. Two processes known to law are: the lessee being evicted through a decree of a Court, and the

other is when the lessee makes over possession of the property voluntarily. Till such time any of the two incidents occurs, the lessee is held to be a tenant in occupation with the right of such tenant in occupation being akin to a trespasser. Nonetheless, the lessee is to be evicted by a process known to law as noted above. In the facts and circumstances of the present case, the respondent as lessee made over possession of the portion of the property for which the respondent did not enter into a fresh lease on July 31, 2017 to the appellant. Till such time, therefore, the respondent was in occupation of such property.

- 10.** Claim for the period as mentioned in the plaint, as against the respondent, is on the basis of negotiations which took place between the parties and the ultimate lease deed which was executed between the parties.
- 11.** Foundational basis of the claim of the appellant in the suit, is the expiry of a lease. Therefore, there was an agreement between the parties relating to the immovable property concerned. It is between the parties to the suit. The property concerned was used exclusively for commerce, as a branch of a Bank was being run from such property.
- 12.** We called upon the appellant to produce a copy of the initial lease deed which the appellant did. The initial lease deed contain a clause 4 regulating the tenancy. It prescribes that the lease was initially for a period of 10/5 years with option on the part of the lessee to continue or renew for a further period of 5 years.

Therefore, a conclusive finding as to the expiry of the lease deed cannot be made at this stage, in the manner as contended on behalf of the appellant.

13. Auto Fuels & Service (*supra*) is the following view:

“24. Three ingredients have to be fulfilled under Section 2(1)(c)(vii) of the Act of 2015 for the dispute to assume the character of a commercial dispute within the meaning of the Act of 2015. The three ingredients are :-

- i. the dispute must arise out of an Agreement*
- ii. relates to an immoveable property, and*
- iii. the immoveable property is exclusively used for trade or commerce, presently.*

25. In order for a dispute between the parties to fall within the meaning of a commercial dispute as defined under Section 2(1)(c)(vii) of the Act of 2015, such dispute must arise out of an agreement concerning an immoveable property used presently for trade or commerce.”

14. In the facts and circumstances of the present case, in our view all ingredients as noted in **Auto Fuels & Service (*supra*)** stand satisfied. The dispute in the suit arises out of an agreement relating to an immovable property which was exclusively used for trade and commerce.

15. Learned Single Judge, noted that the dispute fell within the definition of Section 2(1)(c) of the Act of 2015.

16. In such circumstances, we find no ground to interfere with the impugned judgment and order.

17. Accordingly, APO/8/2026 is dismissed without any order as to costs.

18. At this stage, learned Advocate appearing for the appellant seeks extension of time for the appellant to obtain the plaint.

19. In such circumstances, the time to obtain the return of the plaint, in terms of the impugned order, is extended for a period of a fortnight from date. Needless to say, when the plaint is returned to the appellant, the same will be done along with the Court-fees paid in respect thereof.

(DEBANGSU BASAK, J.)

20. I agree

(MD. SHABBAR RASHIDI, J.)

A/s.