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IN THE HIGH COURT OF DELHI AT NEW DELHI***Reserved on: 21st April, 2026******Pronounced on: 29th May, 2026***

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TR.P.(C.) 54/2026 & CM APPL. 16961/2026

SUPER DISCO ISPAT PVT. LTD.

.....Petitioner

Through: Mr. Vidit Gupta and Mr. Trivesh
Sharma, Advocates.

versus

RAVI AND SINGH COMMUNICATION

.....Respondent

Through: Mr. Uttam Datt, Sr. Advocate with Mr.
Rishi Raj Sharma, Ms. Sonakshi Singh,
Mr. Kumar Bhaskar, Mr. Naman
Kumar and Mr. Subhash Chand,
Advocates.**CORAM:****HON'BLE MR. JUSTICE AMIT SHARMA****JUDGMENT****AMIT SHARMA, J.**

1. The present petition under Section 24 read with Section 151 of the Civil Procedure Code, 1908¹, seeks the following prayers: -

“a) Allow the present Petition and transfer the C.S.(COMM.) No. 836/2025 titled as '*Ravi and Singh Communication Vs. Super Disco Ispat Pvt. Ltd.*' pending before the Court of Ld. District Judge (Commercial Court-01), North - West District, Rohini Courts, Delhi to this Hon'ble Court to be tried and adjudicated alongwith C.S.(COMM.) No. 137/2026 titled as '*Super Disco Ispat Pvt. Ltd. Vs. Ravi and Singh Communication & Ors.*' pending adjudication before this Hon'ble Court, in the interest of justice:

¹ For short, 'CPC'



b) Any other relief(s) which this Hon'ble Court may deem fit and proper may also be awarded in favour of the Petitioner and against the Respondents, in the interest of justice.

2. Brief facts relevant for adjudication of the present petition are as under:-

- i. The petitioner and respondent entered into an agreement to sell dated 01.09.2020 ('ATS') for sale and purchase of industrial properties being F-47 & G1-84, Industrial Area, Chopanki, Tijara, Alwar, Rajasthan, measuring 3323 square meters, for sale consideration of Rs.5.55 Crores out of which, an advance amount of Rs.1.10 crores, being 20% of the total consideration was paid by the respondent to the petitioner. It is the case of the respondent that, as per the terms and conditions of the ATS, prior to execution of registered sale deed by 26.11.2020, the petitioner was required to clear its bank liability *qua* the aforesaid property, and obtain NOC from the lender bank as well as other State authorities/agencies and also keep the original title documents and other records pertaining to the aforesaid property such as allotment letter, possession letter, payment proofs, etc. ready for delivery to the respondent.
- ii. The dispute arose between the parties and consequently, the respondent herein instituted a civil suit, **CS(OS) No. 48/2021**, in Ordinary Original Civil Jurisdiction (for short, 'OOCJ') of this Court for recovery Rs.1,16,60,000/- along with interest @ 18% p.a. paid by it to the petitioner/defendant in pursuance of



Agreement to Sell dated 01.09.2020, till payment/realization as well as damages of Rs.2.20 Crores being double the advance sale consideration amount. In the said suit, the petitioner filed an application stating that the subject property in question is an industrial property and by virtue of Section 2(1)(c)(vii) of Commercial Courts Act, 2015, the suit is commercial in nature, and therefore, the same in the said form of ordinary suit was not maintainable. Accordingly, on 19.08.2025, the respondent withdrew the aforesaid suit instituted before OOCJ of this Court, and instituted a commercial suit, **C.S.(Comm.) 836/2025**, on 24.01.2025 for recovery of advance amount of Rs.1,61,15,000/- along with interest @ 9% p.a. till payment/realization as well as damages of Rs. 22 lakhs before the learned District Judge, Commercial Court, Rohini Courts Delhi. In the said suit, the pleadings are complete and the same is now listed for framing of issues and case management proceedings.

iii. The petitioner, on the other hand, on 05.04.2025 instituted a suit, **CS(OS) No. 229/2025**, in OOCJ of this Court seeking recovery of Rs.4,18,90,674.54/- Crores against the respondent on the following grounds: -

(a) the subject property was sold to third party at a lower price, and the respondent is bound to pay the deficit sale consideration;

(b) since respondent did not go ahead with the



execution of sale deed, the petitioner was unable to pay its loan liabilities to the bank, and consequently, the bank has imposed hefty interest liability on the petitioner which the respondent is duty bound to pay.

- iv. No notice was issued in the aforesaid suit, and it was finally withdrawn on 09.01.2026.
- v. Thereafter, on 10.02.2026, the petitioner filed a commercial suit against the respondent before OOCJ of this Court, being **C.S.(Comm.) 137/2026**, which is currently pending before the Worthy Registrar of this Court for completion of pleadings.

3. Learned counsel appearing on behalf of the petitioner seeks transfer of respondent's suit being, **C.S. (Comm.) No. 836/2025**, pending before the Rohini Courts to this Court to be adjudicated along with suit, **C.S.(Comm.) No. 137/2026**, instituted on his behalf before OOCJ of this Court on the ground that the dispute between the parties in both the suits arise out of same set of facts and transactions between them, and it is submitted that the same are based on an ATS dated 25.07.2020 and subsequent agreement dated 01.09.2020 entered into between the parties in respect of subject properties situated in Rajasthan. It is pointed out that since the disputes in both the matter relate to same transaction, same payment history, identical allegations regarding breach of terms, and non-performance of contractual obligations. Therefore, the cause of action involved in both the suits are substantially the same.



4. It is further submitted that the parties are relying upon the same documents, and witnesses in both the matters would be substantially the same and will overlap with each other. Therefore, to avoid multiplicity of proceedings and conflicting findings, it would be in interest of justice, if the suit instituted by the respondent, and pending before the Rohini Courts is tried along with the suit instituted by the petitioner before OOCJ of this Court, together.

5. Reliance has been placed by learned counsel for the petitioner on the following judgments: -

- i. **Chitivalasa Jute Mills v. Jaypee Rewa Cement² (paras 9 and 10);**
- ii. **Gupte Cardiac Care Centre and Hospital v. Olympic Pharma Care (P) Ltd.³ (paras 4 and 5);**
- iii. **Purna Chandra Mahanty and Others v. Samanta Radhaprasana Das⁴ (paras 2, 8 and 9);**
- iv. **S.C. Jain v. Bindeshwari Devi⁵ (paras 2, 3.9, 4, 5, 6, 7, 8 and 8.2.2);**
and
- v. **Harjeet Singh Maini v. Paramjit Singh Maini⁶; (paras 24, 25 and 26)**

6. *Per contra*, learned Senior Counsel appearing on behalf of the respondent has opposed the present petition. It is submitted that the cause of actions of both the suits instituted by the parties are completely different. The

² (2004) 3 SCC 85

³ (2004) 6 SCC 756

⁴ 1952 SCC OnLine Ori 57

⁵ 1997(42) DRJ

⁶ ILR(2008) II Delhi 1039



respondent by way of his suit instituted on his behalf seeks recovery of advance money of Rs.1,16,60,000/-, whereas the petitioner is seeking recovery of unforeseeable damages referring to remote and indirect losses. In these circumstances, it is submitted that the issues, witnesses, evidence, etc., to be led in both the suits would be completely different.

7. Learned Senior Counsel for the respondent further submitted that the outcome of the respondent's recovery suit is independent of the outcome of the suit instituted on behalf of the petitioner, inasmuch as if the respondent's recovery suit fails, it will be in a position to successfully defend the suit filed by the petitioner, which is based on unforeseeable damages referring to remote and indirect losses. In these circumstances, it is pointed out that the defence of the parties in both the suits are independent.

8. It was next contended that the commercial suit instituted and pending in Rohini Courts on behalf of the respondent is prior in time. Said suit was filed on 24.11.2025 and the suit documents were served to the petitioner on 05.01.2026. Whereas, the commercial suit pending before this Court instituted on behalf of the petitioner was filed on 10.02.2026, and notice was received by the respondent in said suit on 12.02.2026. It is also pointed out that the commercial suit pending in this Court was not filed as a counter-claim but a separate suit demonstrating that the issues in both the suits are unrelated and/or unconnected. It was further contended that the petitioner in his suit relies on two ATS dated 25.07.2020 and 01.09.2020, however, the respondent contends that only one ATS was executed.



9. Learned Senior Counsel for the respondent further contends that the respondent has raised preliminary objection with regard to maintainability of the commercial suit filed by the petitioner before this Court including non-compliance of Section 12A of the Commercial Courts Act, 2015, as well as the same being barred by limitation. It is pointed out that the respondent has already filed an appropriate application in the said suit under Order VII Rule 11 read with Section 151 of the CPC and the same is pending adjudication. It is further submitted that given the huge pendency of cases in this Court, commercial suit will take a long time to conclude, and before the Rohini Courts, pleadings are already complete and the matter is now fixed for framing of issues and case management hearing. In these circumstances, it is contended that the present petition is frivolous and abuse of process of Court and is solely an attempt to delay/derail proceedings in the recovery suit instituted by the respondent.

10. Learned Senior Counsel for the respondent relies on the judgment of learned Coordinate Bench of this Court in **Delhi Public School Society and Anr. v. Vijay Jyoti Bakshi**⁷, and particularly, on paragraph Nos. 20, 21, 24, 28 and 29.

11. Heard the learned counsel for the petitioner as well as learned Senior Counsel for the respondent and perused the records.

12. The relevant averments along with reliefs sought in the suit, **CS (COMM) No.836/2025**, instituted on behalf of the respondent and pending

⁷ 2024 SCC OnLine Del 6055: (2024) 313 DLT 75



the Rohini Courts read as under: -

“8. That accordingly the parties entered into an agreement to sell dated 01.09.2020 wherein all the important terms and conditions were mentioned. Some of the important terms of the agreement to sell dated 01.09.2020 are mentioned herein below:

- a) That the defendant was required to obtain NOC from RIICO for sale of the industrial plot to the plaintiff.
- b) The defendant was required to obtain NOC from DIC, bank, JWNL, Sales Tax department, Excise department, Provident Fund, and ESI, etc.
- c) The defendant was required to keep PMT regularisation certificate and original title documents and other record pertaining to the property such as allotment letter, possession letter, payment proof etc. ready for delivery to the plaintiff after clearing bank liability.

11. That during this period the plaintiff was assured by the defendant that the needful shall be done by the defendant in time and that he shall keep the plaintiff informed about the same. The plaintiff also sent a WhatsApp Message on 23.11.2020 at 6:52PM notifying the defendant to keep all necessary documents/ NOC's, etc. ready for execution and registration of sale deed on 26.11.2020.

12. That the plaintiff has always been possessed of, and capable to pay the balance sale consideration, and has throughout been ready and willing to perform its part of agreement to sell dated 01.09.2020. Accordingly, the plaintiff got prepared two demand drafts being demand draft No.512424 for Rs.2,45,00,000/- dated 25.11.2020 and demand draft No.512425 for Rs.2,00,00,000/- dated 25.11.2020, both drawn on ICICI Bank, Connaught Place, New Delhi, total amounting to Rs.4,45,00,000/- being the balance sale consideration, and informed the defendant about the same, and requested the defendant to perform its part of agreement to sell dated 01.09.2020, and execute registered sale deed of the said industrial property in favour of the plaintiff on 26.11.2020 in



pursuance to agreement to sell dated 01.09.2020.

13. That to the surprise of the plaintiff, the defendant sent a WhatsApp message on 25.11.2020 at 6:53PM calling upon the plaintiff to send copy of demand draft so that the defendant's duly authorised representative is available for registration of sale deed on 26.11.2020.

14. That the plaintiff immediately sent a reply WhatsApp message dated 25.11.2020 at 7 :46PM communicating its readiness and willingness, and also attached copies of the two demand drafts for Rs.4,45,00,000/- and, also notified to ensure defendant's presence for registration of sale deed on 26.11.2020.

15. That the plaintiffs partner namely Shri Suresh Singh accordingly made himself available at the office of the Sub-Registrar concerned at Bhiwari, District Ajmer, Rajasthan, for execution and registration of sale deed on 26.11.2020. Repeated messages were sent to the defendant to come forward for execution and registration of sale deed in terms of agreement to sell dated 01.09.2020, but in spite of the same, no one from the side of the defendant turned up at the Sub- Registrar's office, although the plaintiff waited there till about 6:00PM. The plaintiff also obtained necessary receipt dated 26.11.2020 from the office of the Sub-Registrar. **It may not be out of place to mention here that as an after-thought the defendant sent a WhatsApp Message on 25.11.2020 at about 11:48 PM, in the late night which came to the notice of the plaintiff only later on. A perusal of the same clearly shows that the defendant has totally failed to perform its part of agreement to sell dated 01.09.2020, and that the intentions of the defendant were dishonest since the beginning, in as much as, the defendant never raised any objection whatsoever at any time prior to its last WhatsApp message dated 25.11.2020, sent late night at 11:48 PM.** As already submitted the defendant requested for a higher amount as advance on the plea of clearing its bank liability and get the property released from mortgage, and take back original documents form his bank. It was for this reason that the plaintiff paid a sum of Rs.1,10,00,000/- as advance being 20% of the total sale consideration, as against 10% advance, which is normally paid in. property transactions. Also, the plaintiff was never informed about



the particulars of the defendant's bank, nor was informed about the quantum of loan/ liabilities. **It is also mentioned that the WhatsApp message as sent by the defendant to the plaintiff on 25.11.2020 at 6:53 PM only talks about the remaining balance consideration of Rs. 4,45,00,000/- for execution and registration of the sale deed for the said industrial property.** Had there been any other issue the defendant would have raised it in the said message. A perusal of the agreement to sell would show that the clearance of the bank liability and obtaining NOC from the bank was the obligation on the part of the defendant. The plaintiff seeks permission of the Hon'ble Court to read/ refer to the relevant part of the agreement at the time of hearing in this regard.

21. That the cause of action for filing the present suit arose in favour of the plaintiff and against the defendant in or about August, 2020, when the defendant approached the plaintiff and offered to sell the said industrial property to the plaintiff. It further arose, when believing the representations made by the defendant, the plaintiff agreed to purchase, the said industrial property, and the parties entered into an agreement to sell dated 01.09.2020. It further arose, when the plaintiff made payment of a higher amount of Rs. 1,10,00,000 /- as advance being almost about 20% of the total sale consideration on the specific request of the defendant to enable him to clear its bank liabilities and get the property discharged from mortgage and take back original documents from its bank. It further arose, when the plaintiff sent a WhatsApp message dated 23.11.2020 to the defendant thereby informing about the readiness and willingness of the plaintiff to perform its obligation under the said agreement to sell, as also requesting the defendant to be available for execution and registration of the sale deed on 26.11.2020. It again arose, when the defendant vide its message dated 25.11.2020 asked the plaintiff to send copies of the demand draft for the balance sale consideration of Rs. 4,45,00,000/-. It further arose, when the plaintiff immediately sent a reply message dated 25.11.2020, showing its willingness for execution of the sale deed, and also attached copies of two demand drafts, for the balance sale consideration of Rs. 4,45,00,000/-. It further arose, when the defendant sent a belated e-Mail dated 25.11.2020 with malafide intentions and further failed to make its authorized



representative present at the office of the sub registrar concerned on 26.11.2020, in spite of repeated requests an reminder it arose on various dates when it transpired that the plaintiff has been duped by the defendant by making false and frivolous representations of transferring clear title in the said industrial property after clear the loan/liability of defendant's bank knowing fully well that defendant's bank liability is more than Rs. 9,00,00,000/- and defendant cannot clear the same even if the entire sale consideration is paid to the bank, it arose on various dates when the plaintiff pursued the matter with the defendant but the defendant harass and cause mental agony to the plaintiff and as such became liable for damages. It again arose on 02.01.2021, when the defendant expressed its inability to execute the sale deed and further refused to refund the advance with interest and pay damages for causing harassment and mental agony to the plaintiff and delaying the project of the plaintiff. It lastly arose in January/February-2025 when the plaintiff got to know about the suit property had been sold by defendant to third party sometime in November/December-2022, without informing the Hon'ble High Court or the plaintiff. The said cause of action is continuing and still subsists.

22. That the defendant has its registered office at Sector-3, Rohini, Delhi where also the negotiations for sale of industrial plots took place and where the advance amount was paid, which is situated within the territorial jurisdiction of this Hon'ble Court. Thus, this Hon'ble Court has jurisdiction to try and entertain the present suit.

23. That the present suit is within the limitation period as prescribed by the Limitation Act, 1963. Since the plaintiff has honestly and bonafidely pursuing the aforesaid suit CS (OS) No. 48/2021 before Hon'ble High Court from 13.01.2021 till 19.08.2025, the said period shall be excluded from limitation by virtue of Sec. 14 of Limitation Act 1963. Therefore, the present claim of the plaintiff is within limitation period.

28. In the interest of justice, and in the facts and circumstances of the present case, it is most respectfully prayed that the Hon'ble



Court be pleased to: -

- a) Pass a decree for recovery of the advance amount paid by the plaintiff to the defendant in pursuance to Agreement to sell dated 01.09.2020 of Rs. 1,61,15,000 /- (inclusive of interest@ 9% p.a. from 01.09.2020 till 31.10.2025), along with pendente lite and future interest at the same rate till realisation in favour of the plaintiff and against the defendant.
- b) Pass a decree of damages to the tune of Rs. 22,00,000/- being 20% of amount of advance paid by the plaintiff to the defendant in pursuance to Agreement to sell dated 01.09.2020, along with pendente lite and future interest at the same rate till realisation in favour of the plaintiff and against the defendant.
- c) Costs of the suit be also awarded to the plaintiff as against the defendant.
- d) Such other further orders as the Hon'ble Court may deem fit and proper in the facts and circumstances of the present case be also passed in favour of the plaintiff and against the defendant.”

(emphasis supplied)

13. Similarly, relevant averments along with reliefs sought in the suit, **CS (COMM) No.137/2026**, instituted by the petitioner before OOCJ of this Court read as under: -

“8. That the Defendants by carrying out due diligence with regards to Plaintiffs title and entitlement in Industrial Plots No. F-47 & G1-84, Industrial Area, Chopanki, Tijara, Alwar, Rajasthan measuring 3323 Sq. Meters including already title deeds are mortgaged with bank and Plaintiff intends to discharge the bank liability, was in dire needs of funds, following events occurred:

- a. Agreement handwritten duly signed by the parties and witness was entered on 25.07.2020 by the intervention of Defendants' agents, which records sale consideration agreed at Rs. 5,55,00,000/- (Rupees Five Crore Fifty-Five Lakhs Only); period for completion



of transaction agreed for 3 months; a cheque No. 391650 of Rs. 55,00,000/- (Rupees Fifty Five Lakhs Only) drawn on IDBI Ltd was given by Defendants.

b. On 29.07.2020 the aforesaid cheque was returned unpaid on account of "Stop Payment".

c. Thereafter Defendants persuaded the Plaintiff and assured to enter into Agreement after receiving earnest money equivalent to 20% of agreed Sale Consideration and transferred the following amount:

- (i) Rs. 35,00,000/ on 05.08.2020;
- (ii) Rs. 20,00,000/ on 06.08.2020;
- (iii) Rs. 50,00,000/ on 24.08.2020;
- (iv) Rs. 5,00,000 on 24.08.2020.

d. On 01.09.2020 Agreement to Sell was entered on a Non-Judicial Stamp Paper of Rajasthan containing various stipulations which includes balance payment was to be made by or before 26.11.2020, relevant clause No. 4 to 7 are reproduced below:

(I) Clause 4. It is agreed that all the expenses for registration of sale-deed in favour of the buyer or its nominees shall be borne by the buyer.

(II) Clause 5. It is agreed that buyer can get sale-deed registered in his favour or in favour of his nominee, for which the seller will have no objection.

(III) Clause 6. In case the buyer fails to pay balance sale consideration to the seller by date fixed, then seller will have full right to cancel the agreement and forfeit the advance.

(IV) Clause 7. In case the seller fails to transfer the property in favour of the buyer or does not get the registration done, then the buyer will have the right to get the said sale deed executed and transferred through court, for which the seller shall be responsible for damages /expenses.



e. Thereafter, Defendants through their agents or nominees remain in Plaintiffs contact, were duly explained with regards to balance payment was to be made in advance, so that tile documents of Industrial Plots would be released from the Bank, but Defendants delayed by saying arranging funds. The Defendants did not have funds.

f. On 23.11.2020 Defendants with ulterior motives and malafide sent WhatsApp message requiring at the ends of Plaintiff various NOC/permissions and also directed to remain present on 26.11.2020 before the office of Sub Registrar with including:

a. NOC of sale the Plot from RIICO.

b. NOC from DIC & Bank, JVVNL, Sales Tax, Excise, PF, ESI, etc:

g. Plaintiff on 25.11.2020 reverted back the Defendants to know the status of funds, if available, then it may be provided to Bank as first release of title deeds from the Bank is required, admittedly procedurally it consumes time. Admittedly Defendants did not share the draft of Sale Deed; DD for registration Charges; purchasing of Stamp Duty.

h. Defendants at 7.46 PM on 25.11.2020 sent the screen shot of two DD dated 25.11.2020 drawn on ICICI Bank Ltd., Cannaught Place Branch, New Delhi but in bottom printed issuing branch is Noida.

i. Plaintiff explained to the Defendants if it could have been done earlier, then would have obtained all permissions and NOC including keeping bank m confidence, even requested the Defendants to accompany the Plaintiff bank for showing original to its officers, so that necessary action for needful would have been done. But Defendants have acted cleverly.

j. Thereafter Defendants stop talking with Plaintiff.

k. Without termination of Agreement to Sell or serving legal notice, Defendant No. 1 filed civil suit being C.S.(O.S.) No. 48/2021 (Plaint dated 13.01.2021 instituted before this Hon'ble Court,



interalia, prayed for a decree of Rs.3,30,00,000/. with a view to avoid the performance of obligations contained in the Agreement to Sell dated 01.09.2020.

16. That due to the breaches committed by the Defendants to the stipulations contained in the Agreement to sell dated 01.09.2020, were not ready & willing to perform their part of obligations, further filing of C.S.(O.S.) No. 48/2021, therein I.A. No. 1046/2021 u/O XXXIX Rules 1 & 2 CPC, 1908 was filed inter alia prayed restraining the Plaintiff from creating third part interest or sell the Industrial Plots in question, therefore the Plaintiff could not have been able to negotiate with third party to sell, therefore the Plaintiff suffered a loss of Rs. 4,18,90,675/- (Rupees Four Crores Eighteen Lakhs Ninety Thousand Six Hundred Seventy-Five Only), the details whereof are given hereunder:

i. Plaintiff incurred a loss of Rs. 1.91 Crores, which was paid to Bank of Baroda towards interest on the loan. The said amount was paid over a period, with the last payment being made in April, 2024;

ii. Plaintiff suffered a loss of Rs. 2.04 Crores, as the Plaintiff was compelled to sell the suit property at a distress value of Rs. 3.51 Crores, whereas the agreed value under the Agreement to Sell was Rs. 5.55 Crores. The said distress sale was made after a delay of more than two years, i.e., in the year 2022;

iii. Plaintiff further suffered a loss of Rs. 13,90,675/- (Rupees Thirteen Lakhs Ninety Thousand Six Hundred Seventy -Five Only) towards additional charges debited by the bank on account of legal and recovery expenses after the Plaintiff's account was declared as NPA;

iv. Plaintiff also suffered loss of goodwill and mental harassment due to the acts of the Defendant, for which the Plaintiff claims a sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) as damages.



17. That under the amended provision of Specific Relief Act, 1963 read with provisions of Indian Contract Act, 1872 Plaintiff is entitled in the given facts of case for the losses suffered, besides entitled in terms of stipulations of Agreement to Sell to forfeit the earnest money Rs. 1,10,00,000/- (Rupees One Crore Ten Lakh Only).

18. That the Defendants knowingly have failed to get enforce the Agreement to sell in terms of Clause 7 of the Agreement to Sell, which provides that "in case the seller fails to transfer the property or get the sale deed registered, the buyer shall have the right to get the sale deed executed through court, and the seller shall be liable for all damages and expenses". However, the Defendants never made any effort to get the Sale deed executed or to perform part of the agreement. This clearly shows that the Defendants were never ready and willing to perform the part stated in the contract, due to which the Plaintiff suffered losses.

24. That the cause of action to file the present suit arose firstly on 23.11.2022 when the Plaintiff was compelled to sell the suit property at a distress value of Rs. 3.51 Crores. It further arose in April, 2024, when the Plaintiff made the last payment towards interest to Bank of Baroda. The cause of action further arose in the year 2024, when the Plaintiff paid additional charges and penalties to the bank. The cause of action arose when pre-institution mediation has failed with the report as 'Non - Starter' vide report dated 19.12.2025 issued by DHCLSC. The cause of action also arose when the Hon'ble Court granted liberty to the Plaintiff to file fresh commercial suit upon withdrawal of the earlier C.S.(O.S.) No. 229/2025 vide order dated 09.01.2026 in respect of the same cause of action. The cause of action is continuing one and still subsists.

27. That the Plaintiff is approaching this Hon'ble Court as early as possible, and the present suit is filed within the time limit and is not barred by law of limitation.

28. That the present suit is commercial in nature as the



transaction in question pertains to industrial plots which, by their very nature and usage, fall within the ambit of commercial transactions. Section 2(c)(vii) of Commercial Courts Act, 2015 defines commercial disputes as follows:

"agreements relating to immovable property used exclusively in trade or commerce".

31. That the Plaintiff has its registered office within Delhi; Plaintiff works for gain at Delhi; Defendant No. 1 also has its registered office within Delhi, Defendants No. 2 & 3 also reside within Delhi; cause of action also arose within the jurisdiction of this Hon'ble Court and the parties to the suit reside and work for gain within the jurisdiction of this Hon'ble Court, therefore, this Hon'ble Court has pecuniary & territorial jurisdiction to hear, try & decide the present suit between the parties.

PRAYER:

It is, therefore, most respectfully prayed that this Hon'ble Court may graciously be pleased to pass a decree of:

- a) Recovery of Rs 4,18,90,675/- (Rupees Four Crores Eighteen Lakhs Ninety Thousand Six Hundred Seventy-Five Only) in favor of Plaintiff and against the Defendants jointly and severally, in the interest of justice;
- b) A ward interest @ 18% per annum on the recovery amount from the date of due amount till its actual payment as the transaction between the parties was commercial in nature;
- c) Award the cost of the suit in favour of the Plaintiff and against the Defendants;
- d) Any other relief(s) which this Hon'ble Court may deem fit and proper may also be awarded in favour of the Plaintiff and against the Defendants, in the interest of justice."

(emphasis supplied)



14. Perusal of the aforesaid averments made in both the suits, following facts surface for adjudication in both the proceedings: -

A. Breach of agreement to sell dated 01.09.2020 as alleged by the respondent claiming refund of the earnest money along with interest and penalty thereon, and on the other hand, claim by the petitioner resulting in forfeiting of the advance/earnest money, and further claim of damages on account of loss due to non-performance of the obligations in the said ATS dated 01.09.2020.

B. In order to claim respective breaches, both the respondent and the petitioner have relied on certain communications between each other including following WhatsApp messages: -

- (i) Dated 23.11.2020 at 06:52 PM (from respondent to petitioner)
- (ii) Dated 25.11.2020 at 06:53 PM (from petitioner to respondent)
- (iii) Dated 25.11.2020 at 07:46 PM (from respondent to petitioner); and
- (iv) Dated 25.11.2020 at 11:48 PM (from petitioner to respondent).

15. In these circumstances, reciprocal allegations of breach of terms of agreement to sell are germane to the reliefs sought in both the suits. Although, the suit instituted by the petitioner is with respect to damages but the main issue remains as to who was responsible for non-performance of ATS dated



01.09.2020. Thus, evidence with respect to the same would be overlapping in both the proceedings, and if tried separately then, same would lead to multiplicity of proceedings, and possibly contrary findings on the same set of facts.

16. Insofar as the contention of learned Senior Counsel for the respondent that suit instituted by the respondent was prior in time to the suit instituted by the petitioner before this Court is concerned, it is pertinent to note that the same cannot be a sole ground to not transfer the suit when otherwise, in law, if it is so warranted. The suit, **CS (COMM) No.137/2026**, instituted by the petitioner before this Court cannot be transferred to be tried along with the suit instituted on behalf of the respondent owing to pecuniary jurisdiction.

17. Reliance was placed on a judgment of learned Coordinate Bench of this Court in **Delhi Public School Society (supra)** by learned Senior Counsel for the respondent. In the said judgment, learned Coordinate Bench had dismissed the transfer petition by observing that, the reliefs claimed in both suits were different, and not entirely interdependent. The relevant observation made in the said judgment reads as under: -

“26. Therefore, the suit filed by the respondent herein, in the year 2019, essentially revolves around the period when she had been employed with the School as a teacher and has been asked to vacate her official residential accommodation due to the termination of her licence by the School, whereas the suit filed by the petitioners herein pertains to the current period, wherein the reliefs sought related to the period when the respondent herein had already been superannuated from the School and the question is as to by what authority, she has continued to stay in the premises even after her superannuation”



18. In the present case, the main issue in both the suits is with respect to the breach of terms of agreement to sell dated 01.09.2020.

19. In the light of the aforesaid discussion, the present petition is allowed.

20. The suit, **C.S. (Comm) No. 836/2025**, instituted on behalf of the respondent and pending in the Court of learned District Judge, (Commercial Court-01), North-West District, Rohini Courts, Delhi, shall be transferred to this Court where the suit, **C.S. (Comm.) No. 137/2026**, instituted by petitioner is being tried. The said suit shall be proceeded from the stage, it is being transferred and shall be tried along with the suit, **CS (Comm.) No.137/2026**, pending before this Court.

21. Let the records of suit, **CS (Comm.) No. 836/2025**, instituted on behalf of the respondent pending in the Court of learned District Judge, (Commercial Court-01), North-West District, Rohini Courts, Delhi, be transferred to Registry of this Court within a period of 10 days, and same may be listed for hearing along with suit, **CS (Comm.) No.137/2026**, accordingly.

22. Parties are directed to appear before the concerned learned Bench of this Court, accordingly.

23. Copy of the order be sent to learned District Judge (Commercial Court-01), North-West District, Rohini Courts, Delhi, for necessary information and compliance.



2026:DHC:4877



24. Pending applications, if any, also stand disposed of accordingly.
25. Judgment be uploaded on the website of this Court, *forthwith*.

AMIT SHARMA
(JUDGE)

MAY 29, 2026/bsr/ns