



HIGH COURT OF ANDHRA PRADESH
THURSDAY ,THE NINTH DAY OF DECEMBER
TWO THOUSAND AND TWENTY ONE

PRSENT

THE HONOURABLE SRI JUSTICE C.PRAVEEN KUMAR
THE HONOURABLE SRI JUSTICE B KRISHNA MOHAN
CIVIL REVISION PETITION NO: 569 OF 2021

Between:

1. Blue Nile Developers Private Limited , a Company Incorporated under Companies Act, 1956 having its office
At Plot No 304, 1-III, Road No. 78, Jubilee Hills, Hyderabad,
by its Director.

...PETITIONER(S)

AND:

1. Movva Chandra Sekhar S/o Ramachandra Rao, Aged 55 years, D.No. 9-19-4, CBM Compound, Visakhapatnam, Visakhapatnam District.
2. Vasant Makineni S/o Jaswanth Mohan Makineni
Aged 46 years, R/o 2308, Palmetto Way, South lake,
Texas, 76092, USA rep by Rushyant Mulpuri Ramakrishna, aged 35
years, Flat No F-4, Trendset Vantage, Rd No.14, Banjara Hills, Hyderabad,
Telangana State. .
3. Chundru Venkata Subba Rao S/o Venkata Rao, Aged about 58 years,
R/o Alpha, 407, Silicon County,
Madhapur, Hyderabad

...RESPONDENTS

Counsel for the Petitioner(s): S SUBBA REDDY

Counsel for the Respondents: KALYAN C R

The Court made the following: ORDER



*** HON'BLE SRI JUSTICE C.PRAVEEN KUMAR
AND
HON'BLE SRI JUSTICE B. KRISHNA MOHAN**

+ CIVIL REVISION PETITION No.569 of 2021

% 09.12.2021

Blue Nile Developers Private Limited,
A company incorporated under Companies Act, 1956
Having its office at Plot No.304, 1-III, Road No.78,
Jubilee Hills, Hyderabad, Rep. by its Director.

... Petitioner

Vs.

\$ 1. Movva Chandra Sekhar, S/o.Ramachandra Rao, Aged 55 years,
D.No.9-19-4, CBM Compound, Visakhapatnam, Visakhapatnam
District.

2. Vasant Makineni, S/o.Jaswanth Mohan Makineni, aged 46 years,
R/o.2308, Palmetto Way, South Lake, Texas 76092, USA rep by
Rushyant Mulpuri Ramakrishna, aged 35 years, Flat No.F-4, Trendset
Vantage, Road No.14, Banjara hills, Hyderabad, Telangana State.

3. Chundru Venkata Subba Rao, S/o.Venkata Rao, aged about 58 years,
R/o.Alpha, 407, Silicon County, Madhapurm, Hyderabad.

.... Respondents

! Counsel for the petitioners: SRI S.SUBBA REDDY

Counsel for the Respondents: SRI C.KALYAN

<Gist :

>Head Note:

1. (2020) 15 SCC 585
2. (2016) 0 Supreme (Del) 2416
3. (2019) 0 Supreme (Telangana) 158

? Cases referred:



HIGH COURT OF ANDHRA PRADESH: AMARAVATHI.

CIVIL REVISION PETITION No.569 of 2021

Between:

Blue Nile Developers Private Limited

... Petitioner

Vs.

Movva Chandra Sekhar and others

.... Respondents

Date of Judgment Pronounced: 09.12.2021

Submitted for Approval:

**HON'BLE SRI JUSTICE C.PRAVEEN KUMAR
AND
HON'BLE SRI JUSTICE B. KRISHNA MOHAN**

1. Whether Reporters of Local newspapers may be allowed to see the judgments ? Yes/No
2. Whether the copies of judgment may be marked to Law Reporters/Journals Yes/No
3. Whether Their Ladyship/Lordship wish to see the fair copy of the Judgment ? Yes/No



**HON'BLE SRI JUSTICE C.PRAVEEN KUMAR
AND
HON'BLE SRI JUSTICE B. KRISHNA MOHAN**

CIVIL REVISION PETITION No.569 of 2021

ORDER: *(per Hon'ble Sri Justice B. Krishna Mohan)*

This civil revision petition arises against the order in I.A.No.16 of 2021 in C.O.S.No.2 of 2020 on the file of Special Judge for Trial and Disposal of Commercial Disputes, Visakhapatnam dated 26.03.2021 dismissing the application for return of the plaint.

2. The petitioner herein is the 1st defendant in the suit and the 1st petitioner in the interlocutory application before the court below. The 1st respondent herein is the plaintiff in the suit and the respondent in the IA before the court below. The 2nd and 3rd respondents herein are not the contesting respondents and they sail with the petitioner herein before the court below.

3. Heard the learned counsel for the petitioner and the learned counsel for the 1st respondent.

4. The facts of the case are that the 1st respondent herein initiated an action in COS No.2 of 2020 on the file of Special Judge for Trial and Disposal of Commercial Disputes, Visakhapatnam, against the petitioner and other respondents herein for recovery of a sum of Rs.1,79,49,771/- with interest at 18% per anum on principal amount of Rs.1,26,57,500/- from the date of suit till its realisation on the ground that an excess amount was paid to the petitioner herein with respect to the construction of the villa as described the particulars of villa in the plaint schedule.



5. Initially, the 1st respondent herein filed the suit seeking the above said relief before the learned Principal District Court at Visakhapatnam on 31.12.2019 and the same was returned on scrutiny for presentation before the proper court having jurisdiction to entertain the said matter on the ground that the nature of transaction is covered under Section 2(vi) of the Commercial Courts Act, 2015 (for brevity, “the act”). On return of the same the said suit was represented before the Special Court for Commercial Disputes on 02.01.2020 and the Special Court also took objection with respect to the maintainability of the said suit. Subsequently, on 06.01.2020, the 1st respondent herein represented the said suit again before the learned Principal District Court at Visakhapatnam and on hearing the learned counsel for the respondent herein, the learned District Judge returned the plaint for presentation of the same before the proper court vide order, dated 07.01.2020. In pursuance of the same, the above said suit was represented before the court below/the Special Court for Commercial Disputes and the same was numbered as COS No.2 of 2020 after complying with the certain office objections. The 1st respondent herein also filed an I.A.No.2 of 2020 in COS No.2 of 2020 before the court below seeking interim order of attachment before judgment of the suit schedule property as the petitioner herein failed to furnish the security and the same is pending for enquiry. The 1st respondent herein also filed another I.A.No.27 of 2020 in the same suit under Order XXVI Rule 9 CPC seeking appointment of Commissioner to note down the physical features of the suit schedule property by obtaining necessary photographs and the same is also pending for hearing. However, the petitioner herein as 1st



defendant is contesting the said suit by filing the written statement before the court below. At that stage, the petitioner herein also filed the above said I.A.No.16 of 2021 in COS No.2 of 2020 before the court below/special court for commercial disputes under Order VII Rule 10 CPC read with Section 151 CPC to return the plaint on the ground of jurisdiction contending that the special court has no jurisdiction to entertain the said suit as the dispute between the parties cannot be termed as a “commercial dispute” within the definition of Section 2(1)(c) of the Act. The petitioner herein contends that the dispute is relating to the construction of a residential building and the transaction between the parties is not a “commercial transaction” to attract the provisions of the Act and as such sought for return of the plaint.

6. On the other hand, the above said IA was opposed by the 1st respondent herein contending that the above said suit is maintainable before the court below/ the special court as it is covered under Section 2(1)(c) (vi) of the Act specifically.

7. In view of the above said rival contentions and averments of both the parties in the above said IA, the court below framed a point for consideration to the effect that whether the dispute between the parties is a commercial dispute within the meaning of Section 2(1)(c)(vi) of the Act?

8. After hearing both the sides, it has come to a conclusion that the dispute involved in the above said suit squarely falls under Section 2(1)(c)(vi) of the Act and as such it has rejected the above said IA for



return of the plaint against which the present revision arises at the instance of the first defendant therein.

9. The learned counsel for the petitioner submits that the dispute raised in the above said suit cannot be termed as a commercial dispute within the meaning of Section 2(1)(c)(vi) of the Act and the court below erroneously held the same treating it as a commercial dispute under the head of “construction and infrastructure contracts,” including tenders. In the plaint, there is no specific averment to that effect and as such it is liable to be rejected.

10. Per contra, the learned counsel for the 1st respondent submits that the court below rightly entertained the suit and rejected the above said application for return of the plaint and he referred to the contents of the plaint and the supporting documents filed along with it in order to show that it comes under the category of “Construction and Infrastructure Contracts” as defined in the above said section under the Act.

11. In the backdrop of the above said facts and rival contentions of both the sides, the issue now falls for consideration before this court is that whether the dispute raised between the parties in the above said suit is a “Commercial Dispute” within the meaning and definition of Section 2(1)(c)(vi) of the Act?

12. In order to resolve the same, it is necessary to reproduce the Section 2(1)(c) of the Act as hereunder:

“2. Definitions: -

(1) In this Act, unless the context otherwise requires -



(a) ...

(aa)...

(b) ...

(c) “commercial dispute” means a dispute arising out of –

(i) Ordinary transactions of merchants, bankers, financiers and traders such as those relating to mercantile documents, including enforcement and interpretation of such documents;

(ii) export or import of merchandise or services;

(iii) issues relating to admiralty and maritime law;

(iv) transactions relating to aircraft, aircraft engines, aircraft equipment and helicopters, including sales, leasing and financing of the same;

(v) carriage of goods;

(vi) construction and infrastructure contracts, including tenders;

(vii) agreements relating to immovable property used exclusively in trade or commerce;

(viii) franchising agreements;

(ix) distribution and licensing agreements;

(x) management and consultancy agreements;

(xi) joint venture agreements;

(xii) shareholders agreements;

(xiii) subscription and investment agreements pertaining to the services industry including outsourcing services and financial services;

(xiv) mercantile agency and mercantile usage; (xv) partnership agreements;

(xvi) technology development agreements; (xvii) intellectual property rights relating to registered and unregistered trademarks, copyright, patent, design, domain names, geographical indications and semiconductor integrated circuits;

(xviii) agreements for sale of goods or provision of services;

(xix) exploitation of oil and gas reserves or other natural resources including electromagnetic spectrum;

(xx) insurance and re-insurance;

(xxi) contracts of agency relating to any of the above; and

(xxii) such other commercial disputes as may be notified by the Central Government.

Explanation.—A commercial dispute shall not cease to be a commercial dispute merely because—

(a) it also involves action for recovery of immovable property or for realisation of monies out of immovable property given as security or involves any other relief pertaining to immovable property;



(b) to (h) ...

(i) "Specified Value", in relation to a commercial dispute, shall mean the value of the subject matter in respect of a suit as determined in accordance with section 12 which shall not be less than one crore rupees w.e.f. 03.05.2018 or such higher value, as may be notified by the Central Government.
(2) ..."

13. For the purpose of seeing the applicability of the above said provision it is necessary to look into the relevant recitals of the plaint as hereunder:

"(c) In furtherance of sale agreement, a sale deed was executed on 01.07.2017 bearing No.3300/2017 registered with Sub-Registrar, Madhurawada, Visakhapatnam by receiving the entire sale consideration of Rs.2,92,35,000/- (Rupees Two crores ninety two lakhs thirty five thousand only). On the even date, a construction agreement was also entered between the plaintiff and the defendants, to complete the constructions in all aspects within three months from the date of execution of the agreement and deliver the constructed villa to the plaintiff. It was agreed by defendants to construct Villa No.16 in accordance with basic plans and designs approved by authorities concerned and particulars contained therein. The above sale deed and construction agreements are filed as document Nos.2 and 3 and may be read as part of the plaint for better appreciation of facts.

(d) In addition to the above, Builder also executed an agreement on 21.06.2017 in respect of further enhancements/customizations beyond the base promised villa; including additional civil works modifications, further high end interior modifications, which were to be done post completion of the construction of the basic villa. This included high end marble, premium electrical fittings, complete air conditioning, false ceiling in all rooms, high end plumbing/sanitary fittings, automation, and other decorative/additional works as enumerated in the agreement for additional works for a sum of additional Rs.240 lakhs. This was due to be paid if and when the above works were executed.

Thus, pursuant to the initial sale agreement, three separate agreements with more specificity were entered in between the Builder and Owner. These are:



Part	Document	Description	Total amount as mentioned in the document (Rs.)
1.	Sale deed	Villa No.16 – consists of GF 2977 sft; SF 3136 sft; 1397 sft, in total 7510 sq. feet together with site measuring an extent of 725.58 sq.yards.	2,92,35,000-00
2.	Construction Agreement	Completion of construction of villa 16 in accordance with basic plans and designs approved by authorities.	27,65,000-00
3.	Additional works agreement	The builder undertakes to provide additionally high end interior modifications/ customizations/ amenities for a sum of Rs.2,40,00,000/-	2,40,00,000.00

(d) The plaintiff has paid all the amounts to defendants per the following schedule:

Towards sale deed	2,92,35,000-00	(1) Rs.1,90,00,000 by way of DD No.268411/30.06.2017; (2) Rs.29,36,250 by way of DD No.2689413/01.07.2017 and (3) Rs.23,08,750 by way of cheque No.000150/ 30.06.2017 (HDFC Bank)
Towards construction Agreement	27,65,000-00	Paid on 10.08.2018 (Vijaya Bank Disburse CA 408200301000393)
Advance towards Additional works agreement	32,35,000-00	Paid on 10.08.2018 (Vijaya Bank disburse CA 408200301000393)

Thus as can be seen, all payments due to the Builder against the sale deed, and the construction agreement have been fully paid, and an excess amount has also been paid as advance against the Builders promise to fulfil his commitments.”

14. A reading of the above said recitals of the plaint, shows that the suit is registered basing upon an agreement of sale dated 21.06.2017, sale deed bearing No.3300/2017 dated 01.07.2017, construction agreement, dated 01.07.2017, and additional works agreement, dated 21.06.2017 with reference to the completion of construction of Villa No.16 in a gated community project along with the other facilities and amenities to be provided as agreed upon. It is also necessary to refer to some of the recitals in the agreement of sale dated 21.06.2017 as follows:



“A. The Seller has proposed to develop a residential project named as “PEBBLE BEACH” on 8.07 acres of land (Project) situated at Rushikonda, Visakhapatnam, in the State of Andhra Pradesh, in a phased manner comprising of Triplex Villas and Residential Apartments.

(i) Phase I of the project consisting of Triplex Villas which shall be developed on 7.39 Acres of land and

(ii) Phase II of the project consisting of Luxury Residential Apartments, which will be developed on the remaining land of 0.68 acres.”

“7. THE CLUB

7.1 The Club

7.1.1 The Seller proposed to set up the Club which, together with its assets and facilities, shall form part of the Common Areas of the Project. The Seller reserves the right to decide the amenities and facilities to be provided in the Club.

7.1.2 It is expected that the Club will become operational simultaneously with the completion of the Phase I of the Project.”

...

“10. COMMON AREAS AND FACILITIES AND AMENITIES

10.1 Undivided interest

The purchaser together with all other purchasers of Units in the Project shall have only proportionate undivided variable and impartible interest and not any individual right in all common areas, amenities and facilities built or provided in the Project for the Common use and enjoyment.

10.2 Water Supply

10.2.1 Water supply to the residents of the Project will be made available from deep tube wells or any other available source as may be permitted by the authorities concerned installation of on-lines pumps to boost water supply is not permitted.”

10.2.2 The Triplex Unit shall be given one water supply connection. The purchaser shall reimburse the installation cost thereof to the Seller and when demanded by the Seller and the usage charges will be applicable on actual consumption basis.

10.3 Sewerage

The entire sewage of the Project will be treated by a Sewage Treatment Plant (“Plant”) having the latest sewage treatment technology.



This plant will efficiently treat the sewage and provide clean treated water at the end which may be used for horticulture purposes. All the units in the project are to be connected to this system.

10.4 Solid waste management

The Seller/Maintenance Company/Association or any agency appointed by the Seller/Maintenance Company/ Association will arrange for collection and disposal of solid waste as per relevant statutes.

10.5 Storm water disposal

There will be a network of storm water management system through the entire Project. In order for this system to work, it is imperative that the drains are kept clear and clean at all locations.

10.6 Power supply

10.6.1 Installation costs,

Installation costs, deposits and other charges to be paid by the Seller to the Power Supply Authority concerned towards obtaining installing power and for providing electricity to Common areas like Street light, parks, green verge, community facilities etc., shall be borne and payable by the purchaser proportionately. The Seller/Maintenance Company/ Association shall recover such installation costs, deposits and other charges from the Purchaser.”

10.7 Diesel Generator backup

10.7.1 The Purchaser will be provided 100% power and will be charged on consumption basis.

10.7.2 The actual running cost and maintenance charges of DG will be separately charged from the Purchaser along with the other owners of Units on the basis of proportionate back up power subscribed by him.”

15. The learned counsel for the petitioner further submits that the infrastructure construction projects include the construction of highways streets and roads, bridges, water supply and resources and waste management and waste water management and power generation and transmission etc., but not the construction of gated community villas. Hence the provisions of the Act cannot be extended to the subject project and the subject matter of the suit. The expression used in Sec.2(1)(c)(vi)



of the Act i.e., “construction and infrastructure contracts” shall be read as one sentence but not into two, separately. According to him there is no “construction and infrastructure contract” in the suit transaction and it is only a “construction contract” and as such this definition would not apply for entertaining the suit by the court below/commercial courts

16. On the other hand, the learned counsel for the respondent further submits that the petitioner herein is indulged in construction of gated community villas and apartments which is a big residential project and executed agreements and registered sale deeds on various dates to the various customers/buyers including the 1st respondent herein specifically under the above said documents dated 21.06.2017 and 01.07.2017 respectively on receipt of total money paid and excess amount received. Hence, the suit transaction comes under the above said definition for assuming the jurisdiction by the special court/the court below.

17. In order to substantiate his contentions, the learned counsel for the petitioner relies upon the following decisions:

1) AMBALAL SARABHAI ENTERPRISES LTD. VS. K.S.INFRASPACE LLP¹ in Civil Appeal No.7843 of 2019, of the Supreme Court of India dated 04.10.2019 wherein the matter arises for invocation of the clause 2(1)(c)(vii) of the Act. The issue involved therein that whether the immovable property involved could be considered as being used exclusively in trade or commerce. The Hon’ble Supreme Court of India observed that “it is necessary to carefully examine and undertake only disputes

¹ (2020) 15 SCC 585



which actually answer the definition of Commercial Courts as provided under the Act. In the instant case neither the agreement between the parties refers to the nature of the immovable property being exclusively used for trade or commerce as on the date of the agreement nor there is any pleading to that effect in the plaint and the relief sought in the suit is for execution of the mortgage deed in the nature of specific performance of the terms of memorandum of understanding without reference to the nature of the use of immovable property of trade or commerce as on the date of the suit.” Therefore their Lordships confirmed the order of the high court dated 01.03.2019 and directed the Commercial Court to return the plaint for presentation of the same before the court having jurisdiction.

In our considered view, the above said judgment has no application to the facts and circumstances of this case on hand as the issue involved herein is different as indicated above.

2) SONI DAVE vs. M/S.TRANS ASIAN INDUSTRIES EXPOSITIONS PVT. LTD², in CS (OS) No.2330 & 2331 of 2008, IA No.19934 and 19927 of 2015 and CCP (O) No.30 & 29 of 2016 on the file of Delhi High Court dated 19.07.2016, wherein the matter arises under Section 12 of the Act with respect to the determination of the specified value. It was held that where the relief is for recovery of money, the amount due upto the date of filing of the suit is relevant but not the amount due which may be

² (2016) 0 Supreme (Del) 186



falling due thereafter for the purpose of determination of the specified value as per Section 12(1)(a) of the Act.

The above said judgment also has no application to the case on hand since there is no dispute with regard to the specified value mentioned in the present suit.

And

3) **M.V.RAMANA RAO vs. N.SUBASH**³ in CRP No.6745 of 2018 on the file of the High Court for the State of Telangana dated 10.04.2019, wherein it was held that the Commercial court committed a grave error of jurisdiction in allowing the application for amendment to include set off which is barred by limitation and therefore allowed the revision.

The said case also has no application for the present case on hand since that issue is not involved herein.

18. For the purpose of the present case on hand it is necessary to look into the scope and meaning of some of the clauses of Section 2(1)(c) of the Act before going into the scope and meaning of Section 2(1)(c)(vi) of the Act.

(i) Clause(i) of Section 2(1)(c) of the Act reads as 'ordinary transactions of merchants, bankers, financiers, and traders such as those relating to mercantile documents, including enforcement and interpretation of such documents'.

³ (2019) 0 Supreme (Telangana) 158



That means it covers ordinary transactions of merchants in relation to the mercantile documents and either enforcement of such documents or interpretation of such documents, ordinary transactions of bankers in relation to mercantile documents and either enforcement of such documents or interpretation of such documents, ordinary transactions of financiers in relation to their mercantile documents and either enforcement of such documents or interpretation of such documents and ordinary transactions of traders in relation to their mercantile documents and either enforcement of such documents or interpretations of such documents.

(ii) Similarly clause (iv) of Section 2(1)(c) reads as ‘transactions relating to aircraft, air craft engines, air craft equipment and helicopters, including sales, leasing and financing of the same’.

That means it covers the transactions relating to the aircraft and it’s sales, it’s leasing and it’s financing, the transactions of air craft engines and it’s sales, it’s leasing and it’s financing, the transactions of aircraft equipment and it’s sales, it’s leasing and its financing and the transactions of helicopters and it’s sales, it’s leasing and it’s financing.

iii) Similarly when it comes to the issue involved that is clause (vi) of the Section 2(1)(c) of the Act, which reads as, “construction and infrastructure contracts, including tenders”, means and covers that construction contracts, tenders relating to construction, infrastructure contracts, tenders relating to infrastructure and construction, and infrastructure contracts and tenders of construction and infrastructure contracts.



19. To understand better the meaningful expansion of the above said clause, the dictionary meaning of the words “construction” and “infrastructure” can also be seen as hereunder:

OXFORD LEARNERS DICTIONARIES:

- Construction-
 - (1) The process or method of building or making something, especially roads, buildings, bridges, etc.
 - (2) The people and activities involved in making buildings
 - (3) The way that something has been built or made
 - (4) A thing that has been built or made .
- Infrastructure- the basic systems and services that are necessary for a country or an organisation to run smoothly, for example buildings, transport and water and power supplies.

LEXICO:

- Infrastructure - the basic physical and organisational structures and facilities (e.g. buildings, roads, power supplies) needed for the operation of a society or enterprise.
- Construction-
 - (1) The action of building something, typically a large structure
 - (2) The industry of constructing buildings, roads, etc.
 - (3) The style or method used in the building of something
 - (4) A building or other structure

Construction is an activity while infrastructure is the outcome of that activity.

MERRIAM WEBSTER DICTIONARY:

- Construction-
 - (1) The process, art, or manner of constructing something
 - (2) The construction industry
 - (3) A sculpture that is put together out of separate pieces of often disparate materials
- Infrastructure-



- (1) The system of public works of a country, state or region
- (2) The underlying foundation or basic framework (as of a system or organisation)
- (3) The permanent installations required for military purposes

Since the above said two “words” also carry different meanings in contrast the above said expansion of the said clause is necessitated.

20. Hence from the above, it is clear that the “legislature” has included the various types of commercial transactions to bring under the fold of “commercial dispute” in case of any dispute arises from any of those transactions. On a careful reading of the above said provision of the Act, it is obvious that the legislature has taken due care while incorporating the above said clauses from (i) to (xxii) in Section 2(1)(c) of the Act by avoiding the repetition of words and sentences without effecting the full fledged meaning of the same even on expansion of the said each clause. Therefore, either giving any restrictive meaning or reading of a clause in isolation and expansion of one word only in the said clause would hamper and frustrate the meaningful definition of the said clause on its expansion by abrogating certain category of transactions from the purview of the benefit of the above said Act which is not otherwise the intendment of the legislature in bringing out the said enactment.

For the sake of illustration, if we confine the definition of clause (vi) of the above said provision of the Act to the infrastructure contracts only, then it would exclude the category of construction contracts and construction and infrastructure contracts from its purview.



Suppose, if it is read as “construction and infrastructure contracts” as one word/one sentence, then it would exclude the category of the construction contracts and infrastructure contracts separately from its purview.

But that is not the intendment of the above said central enactment, as it is clear from the scope and object of the Act. All the types of “commercial transactions” are saved in the Section 2(1)(c) of the Act subject to the condition that it satisfies the “specified value” stipulated under the Act for the purpose of assumption of the jurisdiction by the Special Court/the Commercial Court. Except that no category of commercial transaction is excluded from the purview of the above said Act which is evident from the reading of the above said section and its clauses.

20. In view of the same, as stated supra, the contents of the plaint and the suit documents dated 21.06.2017 and 01.07.2017 respectively show that the transactions reflect building and development of a residential project named as “PEBBLE BEACH” in an extent of Ac.8-07 cents of land situated at Rishikonda, Visakhapatnam in the State of Andhra Pradesh in a phased manner comprising of Triplex villas and residential apartments, construction of Triplex Villas in an extent of Ac.7-39 of land including the subject villa in a gated community project with further enhancements/customisations in the said villa No.16, setting up of a club with its assets and facilities in the common areas of the project, availability of a water supply for the residents of the Project with deep tube wells, connecting with the sewerage treatment plant with latest



technology to the entire sewage project, arrangement of solid waste management for its collection and disposal, network of storm water disposal to the entire project and installation of power supply by providing electricity to common areas like street lights, parks, green verge, community facilities etc in the said project with 100% Diesel Generator backup.

21. Therefore, we hold that the above said terms/transactions of the said documents would reveal that they come under the category of “Construction and Infrastructure Contracts” and the dispute thereof is a commercial dispute within the meaning of Section 2(1)(c)(vi) of the Commercial Courts Act, 2015 subject to valuation of the suit. Since the value of suit is above the specified value under the Act as on the date of institution of the suit, the court below/the commercial court has got jurisdiction to proceed with the matter pending before it. Accordingly we direct the trial court to dispose of the C.O.S.No.2 of 2020 on its file as expeditiously as possible on merits as per law.

22. In the result, the Civil Revision Petition is dismissed. There shall be no order as to costs. As a sequel, the miscellaneous applications pending, if any, shall stand closed.

JUSTICE C. PRAVEEN KUMAR

JUSTICE B. KRISHNA MOHAN

December 9, 2021
LMV



**HON'BLE SRI JUSTICE C. PRAVEEN KUMAR
AND
HON'BLE SRI JUSTICE B. KRISHNA MOHAN**

CIVIL REVISION PETITION No.569 of 2021

December 9, 2021

LMV