CNR No: PHHC011196272026
2026:PHHC:111918

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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH
****

CR-6076-2026
Date of Decision: 12.08.2026

Vrindavan Infra Solutions, Through its authorized signatory and representative

..... Petitioner

Versus

GHW World Associates & Developers India Private Limited, Through its authorized signatory and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Jasdeep Singh Salooja, Advocate for the petitioner.

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HARSH BUNGER J. (ORAL):

Prayer in the present civil revision petition filed under Article 227 of the Constitution of India *inter alia* is for setting aside the order dated 18.05.2026 (Annexure P-1) passed by the learned Additional District Judge-cum-Presiding Judge, Exclusive Commercial Court, Gurugram, whereby an application under Order 7 Rule 11 of CPC, filed by the petitioner; has been dismissed.

2. Briefly, respondent No.1-plaintiff (M/s GHW World Associates & Developers India Private Limited) filed a suit against the petitioner (M/s Vrindavan Infra Solutions) and proforma respondent(s) herein, seeking recovery of Rs.56,68,758/- with cost, expenses, pendente lite and future

interest @ 5% per month till its realisation.

2.1 The aforesaid suit has been filed by respondent No.1-plaintiff (company) on the plea that the present petitioner-defendant No.1 (M/s Vrindavan Infra Solutions) is a registered partnership firm, having two partners, namely, Ms. Ranjana Sharad Chauhan and M/s Starfire Markeing Private Limited (proforma respondents No.2 and 3 herein, respectively). It is stated that proforma respondent No.3 (M/s Starfire Markeing Private Limited) was also a company, wherein Mr. Vritant Srivastava (proforma respondent No.5 herein) is the Managing Director, whereas, proforma respondent No.4 herein (Dhirendra Nath Srivastava) along with proforma respondents No.6 to 10 are the Directors and Additional Directors, who are managing the day to day affairs of the company (M/s Starfire Marketing Private Limited). The proforma respondent No.11 herein (M/s Watan Infratech Private Limited), is stated to be represented by its Directors, namely, Mr. Watan Singh and Mr. Devansh Singh (proforma respondents No.12 and 13 herein).

2.2 It is the case of the respondent No.1-plaintiff that in October, 2021, its Managing Director approached M/s Watan Infratech Private Limited (proforma respondent No.11 herein) with a proposal to secure prospective clients for sub-leasing a warehouse facility to be constructed on the land located at khasra No.3004, Gram Amousi, Tehsil Sarojini Nagar, Lucknow.

2.3 It appears that M/s Watan Infratech Private Limited had acquired lease hold rights over the said property for the specific purpose of developing and operating a ‘warehouse’. The said proposal is stated to have been accepted by M/s Watan Infratech Private Limited (proforma respondent

No.11 herein) and a Fee Confirmation Agreement dated 23.03.2022 (Annexure P-2) was executed at Gurugram between respondent No.1-plaintiff and M/s Watan Infratech Private Limited, whereunder the respondent No.1-plaintiff claims to be entitled to receive up to three months gross rental plus applicable GST for the property as a ‘fee’. The said ‘fee’ is to become payable upon the successful leasing of the property facilitated by plaintiff-company.

2.4 It is the case of respondent No.1-plaintiff that pursuant to the Fee Confirmation Agreement (Annexure P-2), the plaintiff-company introduced M/s Innovative Retail Concepts Private Limited (IRCPL), for the purpose of leasing the warehouse space, which was intended to be operated by it independently as the sole lessee; and subsequently M/s Supermarket Grocery Supplies Private Limited (SGSPL), was introduced by the plaintiff-company as an ‘additional lessee’ for the same warehouse space.

2.5 It is stated that both the aforesaid companies i.e., M/s Innovative Retail Concepts Private Limited (IRCPL) as well as M/s Supermarket Grocery Supplies Private Limited (SGSPL) started utilizing the leased premises to carry forward their business activity. The lease deeds are stated to be executed between M/s Watan Infratech Private Limited, being the ‘lessor’ and M/s Innovative Retail Concepts Private Limited (IRCPL) and M/s Supermarket Grocery Supplies Private Limited (SGSPL), being the ‘lessees’.

2.6 It is averred in the plaint that the fee payable to the respondent No.1-plaintiff (company), as mutually agreed between respondent No.1-plaintiff and M/s Watan Infratech Private Limited, was fixed at Rs.52,03,650/- (including GST and post deducting TDS) and the said payment was to be made in three distinct stages.

2.7 In the plaint, it has been asserted that M/s Watan Infratech Private Limited issued a Letter of Attornment dated 31.01.2023 (Annexure P-3), wherein the Fee Confirmation Agreement dated 23.03.2022 relating to the lease of warehouse space, has been transferred to the present petitioner-defendant No.1 (M/s Vrindavan Infra Solutions).

2.8 It is stated in the plaint that following the attornment of the Fee Confirmation Agreement, the present petitioner-defendant No.1 (M/s Vrindavan Infra Solutions) assumed sole responsibility for the payment of Rs.52,03,650/- (as detailed in the plaint). Subsequently, new lease deeds were executed between the present petitioner-defendant No.1 (M/s Vrindavan Infra Solutions) and M/s Innovative Retail Concepts Private Limited (IRCPL) and M/s Supermarket Grocery Supplies Private Limited (SGSPL), who were operating collaboratively as a part of same brand, publicly known as "**BIGBASKET**".

2.9 It is the categoric case of the respondent No.1- plaintiff that in terms of Fee Confirmation Agreement (Annexure P-2) and Letter of Attornment (Annexure P-3), present petitioner-defendant No.1 (M/s Vrindavan Infra Solutions), had unequivocally undertaken sole responsibility for disbursing the entire fee in three distinct stages to the respondent No.1-plaintiff.

2.10 It is averred that after the execution of the lease deed by the present petitioner-defendant No.1 (M/s Vrindavan Infra Solutions), they started collecting monthly lease rents; however, it failed to fulfill its contractual obligation to disburse the agreed fees to the plaintiff (respondent No.1 herein). It is further averred that a request made by the respondent

No.1-plaintiff to the present petitioner-defendant No.1, failed to evoke any response; however, subsequently, respondent No.1-plaintiff (company) agreed to a proposal of the present petitioner-defendant No.1 of ‘monthly installment scheme’ to settle the outstanding dues, whereunder the present petitioner-defendant No.1 was obligated to pay Rs.1,43,510/- for a period of 35 months, followed by a final EMI of Rs.1,80,800/- as the 36th installment, totalling Rs.52,03,650/-. The aforesaid monthly installment amount included GST charges of Rs.22,860/- but excluded TDS charges of Rs.6,350/-. The EMI was to be paid on or before 15th of each month, commencing from 15th February, 2024 and concluding on 15th January, 2027. It is stated that the present petitioner-defendant No.1 (M/s Vrindavan Infra Solutions) duly complied with the payment schedule by timely remitting only the first monthly installment for February, 2024; however, subsequently, it consistently defaulted on all the EMI obligations from March, 2024 till August, 2024; thereby, violating the agreed terms of the payment schedule.

2.11 In paragraph No.30 of the plaint, the plaintiff detailed a table outlining the default dates along with corresponding actual payment dates, which are reproduced as under:-

S. No.	**ACTUAL DATES OF EMI**	**DEFAULTED DATES**
1.	15.02.2024	14.02.2024 (First and only on-time payment)
2.	15.03.2024	27.03.2024
3.	15.04.2024	01.05.2024
4.	15.05.2024	03.06.2024
5.	15.06.2024	19.07.2024
6.	15.07.2024	14.10.2024
7.	15.08.2024	18.11.2024

2.12 According to the respondent No.1-plaintiff, since the timely payments had not been by the present petitioner-defendant No.1, therefore, the aforesaid suit was instituted. In the suit, following averments were made as regards jurisdiction:-

> ***"TERRITORIAL JURISDICTION***
>
> *35. That as per the **'Fee Confirmation Agreement'**, it has been explicitly acknowledged and agreed that all disputes arising under the said agreement shall be subject to the exclusive jurisdiction of the Courts of Gurugram, Haryana. Accordingly, this Hon'ble Court possesses the territorial jurisdiction to entertain the present suit.*
>
> ***COMMERCIAL JURISDICTION***
>
> *36. The present Application has been filed by the Plaintiff, who holds the legal right and standing to institute the present suit, pursuant to Section 2(1)(c) of the Commercial Courts Act, 2015. The Plaintiff is duly entitled to seek relief under the provisions of the said Act, and the filing of this Application is in accordance with the applicable legal framework.*
>
> ***PECUNIARY JURISDICTION***
>
> *37. That this Hon'ble Court has pecuniary jurisdiction to adjudicate the present dispute as the value of the subject matter in controversy is estimated at RS.56,68,758/-(INR FIFTY-SIX LAKHS SIXTY-EIGHT THOUSAND AND SEVEN HUNDRED FIFTY-EIGHT)as prescribed under Section 12 of the Commercial Courts Act, 2015. The reliefs sought herein fall squarely within the pecuniary limits prescribed for this Court, and no other forum is vested with jurisdiction to entertain the present matter."*

3. Upon issuance of notice in the suit, the present petitioner-defendant No.1 (M/s Vrindavan Infra Solutions) appeared before the learned Commercial Court and filed an application under Order 7 Rule 11 read with Section 151 CPC, seeking rejection of the plaint primarily on the ground that in terms of Section 20 of the Civil Procedure Code, the suit was not maintainable at Gurugram as all the defendants resided at Lucknow and even the cause of action arose at Lucknow.

3.1 The aforesaid application filed by the present petitioner-defendant No.1 (M/s Vrindavan Infra Solutions) was opposed by respondent No.1-plaintiff by filing its reply (Annexure P-6), wherein, a categoric stand was taken that the suit has been filed in terms of Clause 11 of the Fee Confirmation Agreement (Annexure P-2), which categorically provides that Courts at Gurugram shall have exclusive jurisdiction over all disputes arising therefrom. It was stated that the claim of the plaintiff was purely commercial in nature and directly arises from the unpaid fee owed by the defendants. The reference was also made to the fact that the present petitioner-defendant No.1 had admittedly made part payments under the Agreement (Annexure P-2), thereby acknowledging their liability. With the aforesaid submissions, prayer for dismissal of the application under Order 7 Rule 11 read with Section 151 CPC, was made.

4. Learned Commercial Court, upon consideration of the matter, dismissed the application filed by the present petitioner-defendant No.1 under Order 7 Rule 11 read with Section 151 CPC, vide impugned order dated 18.05.2026 (Annexure P-1).

5. In the aforementioned circumstances, the present revision petition has been filed before this Court.

6. I have heard learned counsel for the petitioner and perused the paper book with his able assistance.

7. In the present case, respondent No.1-plaintiff (GHW World Associates & Developers India Private Limited) has filed a suit for recovery of Rs.56,68,758/- along with cost, expenses, pendente lite and future interest @ 5% per month till realization, before the learned Commercial Court, Gurugram, wherein, the present petitioner-defendant No.1 appeared

and filed an application under Order 7 Rule 11 read with Section 151 CPC, for rejection of plaint, which has been dismissed vide order dated 18.05.2026 (Annexure P-1), by holding as under:-

> *" - x - x - x - x -*
>
> *21. Now coming to the present case, the entire foundation of the applicants' objection is that, in view of Section 20 CPC, the suit ought to have been instituted at Lucknow, where the defendants are stated to be residing and carrying on business, and where, according to them, the cause of action has arisen. However, the fundamental difficulty in accepting this submission at the stage of Order VII Rule 11 CPC is that an objection as to territorial jurisdiction, by itself, is not one of the grounds contemplated under Order VII Rule 11 CPC. A plaint can be rejected under Order VII Rule 11(d) CPC only where, from the statements contained in the plaint itself, the suit appears to be barred by any law. The expression "barred by any law" contemplates a legal bar to the institution or maintainability of the suit as disclosed from the plaint, such as any statutory prohibition apparent from the plaint. A plea that the suit has been instituted before a Court which allegedly lacks territorial jurisdiction does not, in itself, make the suit barred by law within the meaning of Order VII Rule 11(d) CPC. At the highest, if such objection is ultimately found to be correct, the proper course would be to return the plaint for presentation before the Court of competent jurisdiction under Order VII Rule 10 CPC, and not to reject the plaint under Order VII Rule 11 CPC. Therefore, the applicants' objection based on Section 20 CPC may be relevant for consideration of territorial jurisdiction at the appropriate stage, but it cannot furnish a ground for rejection of the plaint under Order VII Rule 11 CPC.*
>
> *22. Now examining it from another angle. Since the present application is under Order VII Rule 11 CPC, the averments made in the plaint are required to be noticed. In paragraph 7 of the plaint, it has been averred that in October 2021, Mr. Hitin*

Wadhera, Managing Director of the plaintiff company, approached defendant No. 11. "Vendor" with a proposal to secure prospective clients for sub-leasing a warehouse facility to be constructed on land located at Khasra No. 3004, Gram Amousi, Tehsil Sarojini Nagar, Lucknow, "Property" It has further been averred that defendant No. 11 had acquired leasehold rights over the property for the specific purpose of developing and operating a warehouse and that the plaintiff's proposal sought to facilitate the sub-leasing of the warehouse to third-party clients, contingent upon its completion under defendant No. 11's leasehold rights.

23. In paragraph 8 of the plaint, it has been averred that relying on the assurances and representations made by defendant No. 11 and based on the proposal accepted by defendant No. 11, a Fee Confirmation Agreement dated 23.03.2022 was executed between the plaintiff company and defendant No. 11. It has further been averred that at the time of execution of the agreement, the warehouse had been duly erected on the aforementioned property, namely Khasra No. 3004, Gram Amousi, Tehsil Sarojini Nagar, Lucknow, under defendant No. 11's leasehold rights, thereby enabling the commencement of sub-leasing arrangements. It has also been averred that the agreement was duly signed by Mr. Sharad Chauhan in his official capacity as Chief Executive Officer of defendant No. 11, thereby binding the defendant to its terms, and that copy of the Fee Confirmation Agreement has been annexed as Annexure A-4.

24. In paragraph 10 of the plaint, it has been averred that under the terms of the Fee Confirmation Agreement, it was mutually agreed between the plaintiff and defendant No. 11 that the plaintiff would be entitled to receive up to three months' gross rental plus applicable GST for the property as fee, and that such fee would become payable by the defendant company, "Vendor", upon the successful leasing of the property facilitated by the plaintiff company and the completion of the transaction.

In paragraph 11, it has been further averred that the aforementioned fee would be disbursed to the plaintiff in three distinct stages, and Clause 3(E) of the agreement expressly outlines the specific stages and terms governing the payment of the fee.

25. At this stage, it is also relevant to notice the contents of the Fee Confirmation Agreement dated 23.03.2022, which is the document relied upon by the plaintiff. The said agreement itself records that it was executed at Gurugram. The agreement further records the plaintiff/GHW World Associates and Developers India Pvt. Ltd. as having its registered office at J-969, 1st Floor, Ansals Palam Vihar, Gurugram-122017. Most importantly, Clause 11 of the said agreement, titled "Governing Law and Jurisdiction", provides that the agreement shall be governed by and construed in accordance with the laws of India and that the Courts at Gurugram, Haryana, shall have exclusive jurisdiction to try and decide all disputes arising out of or related to the agreement. Thus, on a meaningful reading of the plaint and the document relied upon by the plaintiff, it cannot be said at this stage that Gurugram has no jurisdictional nexus with the dispute. The objection of the applicants that the suit ought to have been instituted only at Lucknow, therefore, cannot furnish a ground for rejection of the plaint under Order VII Rule 11 CPC.

26. The reliance placed by learned counsel for the applicants upon A.B.C. Laminart Pvt. Ltd. and another case supra, does not advance the case of the applicants at the stage of Order VII Rule 11 CPC. The said judgment does not lay down that a clause confining disputes to a chosen court is impermissible. On the contrary, the Hon'ble Supreme Court held that where two or more courts have jurisdiction under the Code of Civil Procedure, the parties may validly agree to submit their disputes to one of such courts, and that such an agreement is not opposed to public policy and is not hit by Sections 23 and 28 of the Contract Act, 1872. The only limitation recognised is *that parties cannot, by agreement, confer jurisdiction upon a court which would not otherwise possess it under law. The Hon'ble Supreme Court further held that the jurisdiction of a court in the matter of a contract depends on the situs of the contract and the cause of action arising through connecting factors, and that the making of a contract is itself part of the cause of action, so that a suit on a contract may be filed at the place where the contract was made. In the present case, the Fee Confirmation Agreement dated 23.03.2022, which is annexed to the plaint as Annexure A4 and forms the foundation of the suit, records on its face that it was executed "at Gurugram". Thus, on a meaningful reading of the plaint together with the document on which it is founded, Gurugram is disclosed as the place where the said agreement was made, which is a connecting factor for the cause of action under Section 20(c) CPC.*

27. The reliance placed by learned counsel for the applicants upon M/s Patel Roadways Ltd., Bombay case supra is also distinguishable and does not advance the case of the applicants. The said judgment was rendered in the context of the Explanation to Section 20 CPC and dealt with a corporation having its principal office at one place and subordinate offices at other places. The Hon'ble Supreme Court held that where a corporation has a subordinate office at the place where the cause of action wholly or in part arises, it is the court within whose jurisdiction such subordinate office is situated, and not the court within whose jurisdiction the principal office is situated, that has jurisdiction. Crucially, it was specifically recorded in that case that it had not even been urged that any part of the cause of action had arisen at Bombay, and consequently clause (c) of Section 20 CPC was not attracted qua Bombay. It was in that background - namely, that the courts at Bombay had no jurisdiction at all - that the agreement conferring exclusive jurisdiction on the courts at Bombay was held to be of no avail, since parties cannot by *agreement confer jurisdiction upon a court which does not otherwise possess it. The present case stands on an entirely different footing. It is not a case where jurisdiction is being claimed at a place with which the cause of action has no connection. The suit is one for recovery of contractual fee founded upon the Fee Confirmation Agreement dated 23.03.2022, and the said Agreement, annexed to the plaint as Annexure A4, records on its face that it was executed at Gurugram. Thus, unlike the position in Patel Roadways, a jurisdictional connecting factor with the chosen court is disclosed from the very document on which the suit is founded.*

28. The reliance placed by learned counsel for the applicants upon M/s Swastik Gases Private Limited case supra also does not advance the case of the applicants. The Hon'ble Supreme Court was there dealing with a jurisdiction clause which provided that "the agreement shall be subject to jurisdiction of the courts at Kolkata", and held that the absence of the words "alone", "only", "exclusive" or "exclusive jurisdiction" is not decisive and makes no material difference, since by specifying the courts at a particular place the parties impliedly exclude the jurisdiction of other courts. The Hon'ble Supreme Court, however, made it clear that this inference of exclusion arises where the contract specifies the jurisdiction of the courts at a particular place and such courts have jurisdiction to deal with the matter - that is, where the chosen court is otherwise competent. In the present case, that precondition is satisfied on the face of the record, inasmuch as the Fee Confirmation Agreement dated 23.03.2022 (Annexure A4) records that it was executed at Gurugram and that the plaintiff has its registered office at Gurugram, thereby disclosing a connecting factor with the cause of action under Section 20(c) CPC. Further, Clause 11 of the said Agreement does not merely "specify" the courts at Gurugram, but expressly provides that the Courts in Gurugram (Haryana) "shall have exclusive jurisdiction to try and decide all the disputes arising out of or related to this Agreement"

> *29. In view of the aforesaid discussion, this Court is of the considered view that the applicants have failed to make out any ground for rejection of the plaint under Order VII Rule 11 CPC. Accordingly, the application filed by the applicants/defendants under Order VII Rule 11 read with Section 151 CPC is hereby dismissed."*

8. Before this Court, learned counsel for the petitioner has failed to dislodge the observations made by the learned Commercial Court vide impugned order dated 18.05.2026. It has not been shown as to how the findings returned by the learned Commercial Court below are either illegal or perverse or contrary to law.

9. Concededly, the Fee Confirmation Agreement dated 23.03.2022 (Annexure P-2) was executed between respondent No.1-plaintiff (GHW World Associates & Developers India Private Limited) and M/s Watan Infratech Private Limited (proforma respondent No.11 herein) at Gurugram. Subsequently, M/s Watan Infratech Private Limited issued a Letter of Attornment dated 31.01.2023 (Annexure P-3) in favour of M/s Vrindavan Infra Solutions (a partnership firm, formed as a specific purpose vehicle); which contained the following clause:-

> *"……..We are issuing this Letter of Attornment in reference to agreement dated 23 March 2022 in favour of New Lessor M/s Vrindavan Infra Solutions. Post this we forward all our Duties, Liabilities, Terms and condition as mentioned in Agreement dated 23 March 2022 to M/s Vridavan Infra Solutions And M/s Vrindavan Infra Solutions. Accepts the same."*

10. Furthermore, it is the categoric case of the respondent No.1-plaintiff that the 'monthly installment scheme' as regards disbursement of payment under the Fee Confirmation Agreement (Annexure P-2) was duly accepted by the present petitioner-defendant No.1 (M/s Vrindavan Infra

Solutions), who also made payments in pursuance to the same [(although belatedly), as noticed in the above extracted chart].

11. It is not disputed that clause-11 of the Fee Confirmation Agreement (Annexure P-2) provides for exclusive jurisdiction with courts at Gurgaon. Clause 11 reads thus:-

> *"**11. Governing Law and Jurisdiction***
> *This Agreement shall be governed by and construed in accordance with the laws of India and the courts in Gurugram (Hayana) shall have exclusive jurisdiction to try and decide all the disputes arising out of or related to this Agreement."*

12. Indeed, when clause-11 of Fee Confirmation Agreement (Annexure P-2) is read with letter of Attornment (Annexure P-3), the objection regarding jurisdiction of the Commercial Court at Gurugram; cannot form basis for rejection of the plaint under Order 7 Rule 11 CPC. It is well settled that where two or more Courts have jurisdiction under the Code of Civil Procedure, the parties may validly agree to submit their disputes to one of such Courts and that such an agreement is not opposed to public policy, nor it is hit by Sections 23 and 28 of the Indian Contract Act, 1872. Reliance in this regard can be placed upon the judgment rendered by the Hon'ble Supreme Court of India in the case titled as ***"M/s. Swastik Gases P. Ltd. Versus Indian Oil Corp. Ltd."***, 2013(7) SCR 581; wherein following observation was made:-

> *"31. In the instant case, the appellant does not dispute that part of cause of action has arisen in Kolkata. What appellant says is that part of cause of action has also arisen in Jaipur and, therefore, Chief Justice of the Rajasthan High Court or the designate Judge has jurisdiction to consider the application made by the appellant for the appointment of an arbitrator under Section 11. Having regard to Section 11(12)(b) and*

Section 2(e) of the 1996 Act read with Section 20(c) of the Code, there remains no doubt that the Chief Justice or the designate Judge of the Rajasthan High Court has jurisdiction in the matter. The question is, whether parties by virtue of clause 18 of the agreement have agreed to exclude the jurisdiction of the courts at Jaipur or, in other words, whether in view of clause 18 of the agreement, the jurisdiction of Chief Justice of the Rajasthan High Court has been excluded. For answer to the above question, we have to see the effect of the jurisdiction clause in the agreement which provides that the agreement shall be subject to jurisdiction of the courts at Kolkata. It is a fact that whilst providing for jurisdiction clause in the agreement the words like 'alone', 'only', 'exclusive' or 'exclusive jurisdiction' have not been used but this, in our view, is not decisive and does not make any material difference. The intention of the parties - by having clause 18 in the agreement - is clear and unambiguous that the courts at Kolkata shall have jurisdiction which means that the courts at Kolkata alone shall have jurisdiction. It is so because for construction of jurisdiction clause, like clause 18 in the agreement, the maxim expressio unius est exclusio alterius comes into play as there is nothing to indicate to the contrary. This legal maxim means that expression of one is the exclusion of another. By making a provision that the agreement is subject to the jurisdiction of the courts at Kolkata, the parties have impliedly excluded the jurisdiction of other courts. Where the contract specifies the jurisdiction of the courts at a particular place and such courts have jurisdiction to deal with the matter, we think that an inference may be drawn that parties intended to exclude all other courts. A clause like this is not hit by Section 23 of the Contract Act at all. Such clause is neither forbidden by law nor it is against the public policy. It does not offend Section 28 of the Contract Act in any manner."

12.1 This Court would also agree with the observation made by the learned Commercial Court below that the Fee Confirmation Agreement dated 23.03.2022 (Annexure P-2) was executed at Gurugram; and even the registered office of the respondent No.1- plaintiff is at Gurugram; therefore, there is clearly a cause of action disclosed at Gurugram, in terms of Section 20(c) of CPC.

13. Considering the totality of circumstances of the case, I see no compelling reason, which may warrant interference by this Court in the impugned order dated 18.05.2026 (Annexure P-1) passed by the learned Commercial Court. Resultantly, the instant revision petition fails and the same is dismissed, accordingly.

14. All pending application(s), if any, shall also stand closed.

12.08.2026 **(HARSH BUNGER)**
Pd **JUDGE**

1. Whether speaking/reasoned : Yes/No
2. Whether reportable : Yes/No