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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.02.2026

CORAM

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.R.P.No.754 of 2026
and C.M.P.Nos.3968 and 3970 of 2026

Aarthi Scans Private Limited,
Represented by its Director Dr.J.Prasanna Vignesh
No.15, Amman Kovil Street
Vadapalani, Chennai - 600026 ... Petitioner

vs.

Konica Minolta Business Solutions India Private Limited
180, Capital Towers Kodambakkam High Rd
Tirumurthy Nagar, Nungambakkam
Chennai, Tamil Nadu-600034.

Also at :
10th Floor, DLF Cyber City Building No.8, Tower C
Phase-II, Gurgaon, Haryana-122002. ... Respondent

PRAYER: Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the order dated 03.02.2026 passed in C.O.S.(S.R.).No.63 of 2026 by the learned Principal Commercial Court, Egmore, Chennai and consequently, direct the Commercial Court, Chennai to number the suit and take up the interim applications filed by the Petitioner/Plaintiff for interim injunction and interim mandatory, filed as against the Respondent/Defendant on an urgent basis for hearing.

For Petitioner : Mr.C.Suraj

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ORDER

The Civil Revision Petition is filed challenging the order passed by the Principal Commercial Court, Egmore, Chennai in C.O.S.(S.R.).No.63 of 2026, dated 03.02.2026 returning the plaint presented by the petitioner with direction to comply with Pre-Institution Mediation and Settlement procedure contemplated under Section 12A of the Commercial Courts Act, 2015.

2. The petitioner herein filed a suit in C.O.S.(S.R.).No.63 of 2026 seeking a declaration that commercial arrangement between the petitioner/plaintiff and the respondent/defendant stood terminated on 31.05.2025 and the usage of printers by the plaintiff belonging to the defendant, until 31.05.2025, was on a unit-rate basis. The petitioner also sought for a declaration that alleged agreements dated 31.10.2023, 08.11.2023, 27.02.2024, 18.06.2024 and 06.12.2024 are illegal, void, unenforceable and not binding on the plaintiff as those agreements were executed without authority or approval of the plaintiff's Board of Directors and the same stands terminated with effect from 31.05.2025. The plaintiff also sought for permanent injunction restraining the defendant from raising or demanding any invoices from 31.05.2025. It also sought for mandatory

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injunction directing the defendant to take back and remove all the printers and equipments (127 units) from the plaintiff's premises mentioned in the schedule to the plaint. Apart from the above relief, the plaintiff also sought for damages towards unauthorised occupation, storage and demurrage charges at the rate of Rs.3,600/- per month per printer for 127 printers, amounting to Rs.27,43,200/- for a period from June-2025 to November-2025 and for a further sum of Rs.3,600/- per month from December-2025 till the date on which the printers are removed from the plaintiff's premises.

3. The plaint was presented before the Commercial Court and along with the plaint, the plaintiff also filed two interlocutory applications seeking urgent interim relief, which reads as follows:-

(a) Interim Injunction restraining the defendant from raising or issuing any invoices, rentals, click charges, reminders or payment demands against the Plaintiff with effect from 01.06.2025, pending disposal of the suit.

(b) Interim Mandatory Injunction directing the defendant to take back and remove all printers and related equipments (127 units) belonging to the Defendant from the Plaintiff's premises as

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mentioned in the Schedule, pending disposal of the suit.

4. The Commercial Court not being satisfied with the pleadings of the plaintiff came to the conclusion that the plaint does not contemplate any urgent interim relief and therefore, the plaintiff has to undergo Pre-Institution Mediation and Settlement procedure as contemplated under Section 12A of the Commercial Courts Act, 2015. Since the plaint was presented without undergoing Pre-Institution Mediation and Settlement, on that ground, the plaint was returned with direction to comply with mandatory procedure under Section 12A of the Commercial Courts Act, 2015. Aggrieved by the said order, the petitioner has come before this Court.

5. The learned counsel appearing for the petitioner would submit that the defendant supplied printers to the petitioners under an agreement, which was not properly authorised by Board of Directors of the petitioner-company and therefore, the agreement, which is the basis for supply of the material itself is invalid. He further submitted that inspite of communication by the plaintiff to the defendant terminating the invalid agreement and the request made to the defendant to take back all the printers that were already supplied which is occupying the plaintiff's premises, the defendant failed to

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comply with such request. It is also stated by the plaintiff that the printers supplied by the defendant about 127 in numbers are stored in the plaintiff's premises. In view of the occupation of the valuable commercial space in the plaintiff's premises by the printers supplied by the defendant, the plaintiff is put to lot of inconvenience, hence, he prayed for interim mandatory injunction. It is also stated that inspite of termination of the agreement and its invalidity, the defendant continued to raise invoices against the petitioner. Therefore, an injunction was sought for restraining the defendant from raising invoices in future.

6. He further submitted that notwithstanding the fact, the suit contemplates two urgent reliefs, the Commercial Court erroneously returned the plaint to under go Pre-Institution Mediation and Settlement procedure and therefore, the said order is liable to be set aside. In support of his contention, the learned counsel for the petitioner relied on the following judgments:-

(i) ***M/s.Ganga Complex vs. TSR Films Private Limited*** (Order made in ***A.No.1576 of 2023 in C.S.(Comm.Div).No.24 of 2023, dated 24.03.2023***).

(ii) ***Yamini Manohar vs. T.K.D.Keerthi*** reported in ***(2024) 5 SCC 815***.

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(iii) ***Dhanbad Fuels (P) Ltd. vs. Union of India*** reported in ***(2025) 9 SCC 424***.

(iv) ***Novenco Building and Industry A/S vs. Xero Energy Engineering Solutions Pvt. Ltd.,*** reported in ***2025 SCC OnLine SC 2278***.

7. It is pertinent to point out that the plaint was returned even without numbering and without issuing summon to the respondent. Therefore, this Court proceeds to dispose of the revision without issuing notice to the respondent as it was not heard before passing of the impugned order. Further, the plaint is only returned with direction to the petitioner to comply with mandatory Pre-Institution Mediation and Settlement procedure as contemplated under Section 12A of the Commercial Courts Act, 2015 and there is no rejection of the plaint prayer. In such circumstances, we cannot say that a valuable right accrued to the respondent and hence, it needs to be heard in this revision.

8. Section 12A of the Commercial Courts Act, 2015 reads as follows:-

> *"12A. Pre-Institution Mediation and Settlement—(1) A suit, which does not contemplate any urgent interim relief under this Act, shall not be instituted unless the plaintiff*

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exhausts the remedy of pre-institution mediation in accordance with such manner and procedure as may be prescribed by rules made by the Central Government.

(2) The Central Government may, by notification, authorise the Authorities constituted under the Legal Services Authorities Act, 1987 (39 of 1987), for the purposes of pre-institution mediation.

(3) Notwithstanding anything contained in the Legal Services Authorities Act, 1987, the Authority authorised by the Central Government under sub-section (2) shall complete the process of mediation within a period of three months from the date of application made by the plaintiff under sub-section (1):

Provided that the period of mediation may be extended for a further period of two months with the consent of the parties:

Provided further that, the period during which the parties remained occupied with the pre-institution mediation, such period shall not be computed for the purpose of limitation under the Limitation Act, 1963 (36 of 1963).

(4) If the parties to the commercial dispute arrive at a settlement, the same shall be reduced into writing and shall be signed by the parties to the dispute and the mediator.

(5) The settlement arrived at under this section shall have the same status and effect as if it is an arbitral award on agreed terms under sub-section (4) of section 30 of the Arbitration and Conciliation Act, 1996 (26 of 1996).”

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9. A close reading of the above said provision would make it clear that it refers about two classes of suits namely (i) suits which contemplate urgent interim orders, (ii) suits which do not contemplate urgent interim orders. The mandate under Section 12A of the Commercial Courts Act, 2015, with regard to the Pre-Institution Mediation is applicable only to the suits which do not contemplate any urgent interim orders. However, in respect of other class of suits namely the suits which contemplate urgent interim relief, Pre-Institution Mediation is not required.

10. The expression 'contemplate any urgent relief' under Section 12A (1) of the Commercial Courts Act, 2015 was considered by me in ***M/s.Ganga Complex*** case cited supra, wherein it was observed as follows:-

> *"17. Even under the Code of Civil Procedure, suits filed against Government are treated as separate class of suits. Section 80(1) of CPC mandates no suit shall be instituted against the Government until the expiration of two months next after notice in writing has been delivered to or left at the office of appropriate Officer of the Government. Section 80(2) carves an exception to Section 80(1) of CPC. It allows filing of suit when urgent or immediate relief against the Government are sought for, with the leave of the Court, without serving any notice as required by Section 80(1)of CPC. Therefore, as far as Section 80*

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of CPC is concerned, if the plaintiff in his wisdom contemplated a need for an interim relief he cannot straightaway file a suit by making averments to that effect. He has to obtain leave from the Court for filing suit for interim relief without issuing mandatory notice under Section 80(1)of CPC. However under Section 12A of Commercial Courts Act, no such leave from the Court has been insisted upon, if the plaintiff wants to file a suit with urgent interim relief. Therefore, Section 80 of CPC is more stringent than Section 12A of Commercial Courts Act. The Commercial Courts Act permits the plaintiff to institute a suit which does contemplate any urgent interim relief without exhausting the remedy of pre-institution mediation. It does not insist upon any leave from the Court. The need for urgent interim relief is left to the wisdom of the plaintiff and hence whenever on the basis of the averments found in the plaint and the affidavit filed in support of such urgent interim relief a need for urgent interim relief is prima facie established the suit shall be treated as the one which contemplates urgent interim relief. Therefore, the burden of showing need for urgent interim relief on the plaintiff is very light and if there are averments supporting urgent interim relief certainly the suit can be treated as the one belonging to the class of the suit, which contemplates urgent interim relief. On the other hand, under CPC, the plaintiff who is in need of urgent or immediate relief against the Government, has to obtain a leave from the Court to dispense with the mandatory notice under Section 80(1). Therefore, under CPC, the question

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whether the suit belongs to a class of suits which requires urgent or immediate relief is left to the wisdom of the Court.

18. Hence, the role of the Court in deciding the question, whether the suit belongs to a class of suits which requires urgent interim relief is very very limited under Section 12A of Commercial Courts Act. Therefore, when a plaintiff comes up with a prayer for urgent interim relief, the same shall be treated as a suit belonging to the class of suits which contemplates urgent interim relief, unless, the urgent interim relief sought for is so illusory and camouflage to avoid mandatory procedure of pre-institution mediation and settlement. The legislature in its wisdom thought it is not necessary to direct the plaintiff to get leave of the Court to file a suit without exhausting pre-institution mediation procedure. Therefore, if the plaintiff makes necessary averments in the plaint and in the affidavit filed in support of the interim relief and satisfy the Court about existence of a need for urgent interim relief, the same is sufficient and Court need not go into the question on merits, whether the interim relief sought for by the plaintiff is legally tenable."

11. The scope of the power available to Court while considering the genuineness of the urgent relief sought for by the plaintiff was explained by the Apex Court in ***Yamini Manohar*** case cited supra, the relevant observation reads as follows:-

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"10. We are of the opinion that when a plaint is filed under the CC Act, with a prayer for an urgent interim relief, the commercial court should examine the nature and the subject matter of the suit, the cause of action, and the prayer for interim relief. The prayer for urgent interim relief should not be a disguise or mask to wriggle out of and get over Section 12A of the CC Act. The facts and circumstances of the case have to be considered holistically from the standpoint of the plaintiff. Non-grant of interim relief at the ad-interim stage, when the plaint is taken up for registration/admission and examination, will not justify dismissal of the commercial suit under Order VII, Rule 11 of the Code; at times, interim relief is granted after issuance of notice. Nor can the suit be dismissed under Order VII, Rule 11 of the Code, because the interim relief, post the arguments, is denied on merits and on examination of the three principles, namely, (i) prima facie case, (ii) irreparable harm and injury, and (iii) balance of convenience. The fact that the court issued notice and/or granted interim stay may indicate that the court is inclined to entertain the plaint.

11. Having stated so, it is difficult to agree with the proposition that the plaintiff has the absolute choice and right to paralyse Section 12A of the CC Act by making a prayer for urgent interim relief. Camouflage and guise to bypass the statutory mandate of pre-litigation mediation should be checked when deception and falsity is apparent or established.

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The proposition that the commercial courts do have a role, albeit a limited one, should be accepted, otherwise it would be up to the plaintiff alone to decide whether to resort to the procedure under Section 12A of the CC Act. An 'absolute and unfettered right' approach is not justified if the pre-institution mediation under Section 12A of the CC Act is mandatory, as held by this Court in Patil Automation.

12. The words 'contemplate any urgent interim relief' in Section 12A(1) of the CC Act, with reference to the suit, should be read as conferring power on the court to be satisfied. They suggest that the suit must "contemplate", which means the plaint, documents and facts should show and indicate the need for an urgent interim relief. This is the precise and limited exercise that the commercial courts will undertake, the contours of which have been explained in the earlier paragraph(s). This will be sufficient to keep in check and ensure that the legislative object/intent behind the enactment of section 12A of the CC Act is not defeated."

12. While considering the scope of the power available to the Court under Section 12A of the Commercial Courts Act, 2015 with regard to the contemplation of interim relief, the Apex Court in ***Dhanbad Fuels (P) Ltd.,*** case cited supra, observed as follows:-

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"52. Thus, it becomes clear from a perusal of the aforesaid decision in Yamini Manohar that the test under Section 12A is not whether the prayer for the urgent interim relief actually comes to be allowed or not, but whether on an examination of the nature and the subject-matter of the suit and the cause of action, the prayer of urgent interim relief by the plaintiff could be said to be contemplable when the matter is seen from the standpoint of the plaintiff. Further, what is also to be kept in mind by the courts is that the urgent interim relief must not be merely an unfounded excuse by the plaintiff to bypass the mandatory requirement of Section 12A of the 2015 Act."

13. In ***Novenco Building and Industry A/S*** case cited supra, the Apex Court observed as follows:-

"20. The legal test distilled from the aforesaid decisions for the purposes of rejection of the plaint and for adjudication of interim relief can be culled out as follows:

(i) Section 12A mandatorily requires pre-institution mediation for commercial suits, non-compliance of which would ordinarily render the plaint institutionally defective.

(ii) A plaintiff can be exempted from the requirement of

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Section 12A only when the plaint and the documents attached with it clearly show a real need for urgent interim intervention. A wholesome reading of the plaint and the material annexed to the plaint ought to disclose the need for urgent relief.

(iii) The court must look at the plaint, pleadings and supporting documents to decide whether urgent interim relief is genuinely contemplated. The court may also look for immediacy of the peril, irreparable harm, risk of losing rights/assets, statutory timelines, perishable subject-matter, or where delay would render eventual relief ineffective.

(iv) A proforma or anticipatory prayer for urgent relief used as a device to skip mediation will be ignored and the court can require the parties to comply with Section 12A of the Act.

(v) The court is not concerned with the merits of the urgent relief, but if the relief sought seems to be plausibly urgent from the standpoint of the plaintiff the court can dispense with the requirement under Section 12A of the Act."

14. A close scanning of the above decisions would make it clear that whenever an urgent interim prayer is sought for by the plaintiff and the suit is filed without exhausting the Pre-Institution Mediation procedure, the

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Court has to see whether there is a real contemplation of urgent relief in the stand point of view of the plaintiff based on the subject matter of the suit and cause of action. The Court is not concerned with the merits of the urgent relief sought for but the relief sought for must be plausibly urgent from the stand point of view of the plaintiff.

15. In the case on hand, it was clearly pleaded by the plaintiff that inspite of termination of the contract, the defendant continued to supply the printers, raise invoices and storing of the printers in the plaintiff's commercial space creates lot of inconvenience for it as valuable space of the plaintiff is eaten away by the goods supplied by the defendant inspite of the termination of the agreement. Therefore, the plaintiff seeks two urgent reliefs, one is for interim mandatory injunction directing the defendant to remove the goods supplied by it and other one is for prohibitory injunction restraining the defendant from raising invoices. Whether the termination of agreement pleaded by the petitioner is legally sustainable and whether interim reliefs sought for by the plaintiff are acceptable to the Court on merits, these are all the questions to be decided later, after numbering of the suit and recording of evidence, if necessary.

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16. Before numbering the suit, as explained by the Apex Court, the Commercial Court is expected to go through the pleadings of the plaintiff and come to the conclusion, whether the contemplation of interim relief is real in the stand point of view of the plaintiff.

17. As mentioned earlier, the plaintiff in its pleading clearly explained the difficulties faced by it due to the continuous supply of the printers, storing of the printers supplied by the defendant in the commercial space of the plaintiff's premises and the continuous raising of the invoices by the respondent, therefore, we cannot say that the interim relief sought for by the plaintiff is a camouflage to bypass the mandatory Pre-Institution Mediation procedure contemplated under Section 12A of the Commercial Courts Act, 2015. The urgent reliefs sought for by the plaintiff appear to be real in the stand point of view of the plaintiff based on its averment in its pleadings. Therefore, the Trial Court committed an error in returning the plaint with direction to undergo mandatory Pre-Institution Mediation and settlement procedure. Accordingly, the impugned order passed by the Trial Court is set aside and the Principal Commercial Court, Egmore, Chennai is directed to number the plaint, if it is otherwise in order and proceed with

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suit in accordance with law.

18. Since this order is passed before numbering of the suit and without hearing respondent/defendant, this Court is hasten to add that the order passed in this civil revision petition will not come in the way of the defendant raising an objection regarding the non-compliance of procedure under Section 12A of the Commercial Courts Act, 2015. In case, after entering appearance, the respondent/defendant files any application for rejection of the plaint, complaining non-compliance of Section 12A of the Commercial Courts Act, 2015, the same shall be considered on its own merits by giving adequate opportunity to both the parties, without being influenced by anything said in this order.

19. With this clarification, the Civil Revision Petition stands allowed as indicated above. No costs. Consequently, the connected civil miscellaneous petitions are closed.

27.02.2026

Index : Yes
Speaking order : Yes
Neutral Citation : Yes
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To

The Principal Commercial Court,

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Egmore, Chennai.

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S.SOUNTHAR, J.

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