

IN THE HIGH COURT OF JHARKHAND AT RANCHI

**W.P.(C) No. 2445 of 2026**

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Aditya Birla Lifestyle Brands Limited (previously Aditya Birla Fashion & Retail Limited) having its registered Office at Piramal Agastya Corporate Park, Building 'A', 4<sup>th</sup> and 5<sup>th</sup> Floor, L.B.S. Road, Kurla, PO-Kurla, PS-Kurla, Dist-Mumbai, Maharashtra, Represented through its Authorised Signatory Md. Khalid Eqbal, son of Md. Mukhtar Khan, aged about 39 years, resident of Houe No.2/6, Resaldal Nagar, Doranda, PO & PS-Doranda, Dist-Ranchi, Jharkhand, working at care of M/s Aditya Birla Lifestyle Brands Limited, No.757/A 1/1, Basement and Ground Floor, Main Road, Ranchi, PO, PS & Dist-Ranchi, Jharkhand. ... .. **Petitioner(s)**

**Versus**

M/s Devanand Singh & Son HUF, represented though its Kharta, Mr. Ashish Singh, having its residence at A-3, Veena Apartment, Chandra Vihar Colony, Bartand, Dhैया Road, Dhanbad, PO-Dhanbad, PS-Dhanbad, & District-Dhanbad, Jharkhand. ... .. **Respondent(s)**

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**CORAM : SRI ANANDA SEN, J.**

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For the Petitioner(s) : Mrs. Vineeta Meharia, Sr. Advocate  
Mr. Harsh Chandra, Advocate  
Mr. Piyush Meharia, Advocate  
For the Respondent(s) : Mr. Amritansh Vats, Advocate  
Mr. Arpan Manjash Ekka, Advocate

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**04/ 03<sup>rd</sup> July, 2026**

1. Heard the parties.
2. In this writ petition, filed under Article 226 of the Constitution of India, the petitioner has challenged the continuity of eviction proceeding being Eviction Case No.44 of 2023 which is pending before the Rent Controller/ Sub-Divisional Officer at Dhanbad.
3. A prayer has also been made to set aside the order dated 25.06.2025 passed by the House Rent Controller-cum-Sub Divisional Magistrate, Dhanbad, whereby an application for rejection of plaint filed by the petitioner-tenant was rejected.
4. Learned senior counsel appearing on behalf of the petitioner-herein submitted that the Rent Controller / Sub-

Divisional Officer (SDO), does not have any jurisdiction to entertain and continue with the eviction suit, though the suit was for eviction, but considering the nature of the transaction and different provisions of Commercial Courts Act, 2015, (hereto after referred to as the Act of 2015), this eviction dispute being a commercial dispute, it is the Commercial Court under the Commercial Courts Act of 2015 which has the jurisdiction to evict the tenant. The petitioner terminated its franchise who was operating from the tenanted premises, owned by the opposite parties-herein, as a result of which the dispute arose between the petitioner and the terminated franchise. A dispute is before the Commercial Court at Bangalore. The opposite party-landlord-herein was also a party in the said suit. The respondent-herein supported the stance of the terminated franchise, thus, the entire dispute is commercial in nature.

Learned senior counsel further submits that the dispute is commercial in nature as it relates to an immovable property used for trade / commerce, thus the same will be governed under Section 2(i)(c)(viii) of the Commercial Courts Act. Moreover, the valuation is over Rs.43,00,000/-. She further, submits that in view of Section 21 of the Commercial Courts Act, giving overriding affect of the said Act, the Rent Controller has got no power and jurisdiction to entertain and continue with the eviction case. In support of her contention, she relies upon the judgment of the Hon'ble Delhi High Court in the case of "**Jagmohan Behl Vs. State Bank of Indore**, passed **on 22<sup>nd</sup> September, 2017** in **FAO (OS) No.166/2016**. She submits that the petitioner

approached the Rent Controller, raising the point of lack of jurisdiction but the Rent Controller dismissed the application.

Learned senior counsel further argues that the petitioner is not in possession of the tenanted premises rather, the franchise is holding over the same and when this petitioner is not in possession, the Rent Controller also lacks jurisdiction. She submits that the observation of the Rent Controller about the possession in the impugned order is incorrect, which also needs to be overruled. On these grounds, she prays this writ application to be allowed and the eviction suit be dismissed.

**5.** Learned counsel appearing on behalf of the respondent argues that this is a case for eviction and thus, the Commercial Court has got no jurisdiction. It is the Rent Controller Authority, as per the Jharkhand Building (Lease, Rent & Eviction) Control Act, 2011, who can only pass an order of eviction. He further submits that the contention of the petitioner's that they are not in possession of the tenanted premises, is not correct and at this initial stage, it will not be proper for the Court to delve in the said issue now.

**6.** Countering the said submission, the learned senior counsel for the petitioner submits that when the Rent Controller has held that it has got no jurisdiction to grant damages then it should have been held that the Rent Controller lacks total jurisdiction over the issue, as being a Rent Controller, he has to act within the four corners of the statute itself which empowers the Rent Controller to pass an eviction order in respect of a tenant who is in possession of the property in question and when

in this case, the petitioner are denying the factum of possession, the proceeding cannot be continued.

**7.** After hearing the parties, I have gone through the entire record.

**8.** The petitioner-tenant, based on Section 2(1)(c) of the Act of 2015 has built up a case that since the dispute is in respect of taking possession over the premises which was used for commercial purpose and arises out of an agreement relating to the immovable property, which was exclusively used in trade or commerce and it also involves recovery of immovable tenanted property from the tenant and also for realization of money, it is only the Commercial Court which has the jurisdiction to entertain the suit.

**9.** From the record and the arguments, I find that it is an admitted case that the opposite party-herein are the landlord. It is also admitted that they have filed an Eviction Suit being Eviction Suit No. 44 of 2023 against the petitioner-herein, which is pending before the Rent Controller at Dhanbad. It is also admitted that it is the petitioner's company who has taken on lease, the premises of the landlord which is the subject matter of the eviction suit. The Execution of the lease-deed between the petitioner and the landlord is undisputed. It is also undisputed that the petitioner in the said premises, was operating their business, through a franchise.

**10.** From the aforesaid admitted fact, the relationship of landlord and tenant between the defendant-herein and the petitioner, is admitted. It is the petitioner who was operating

their business from the premises of the landlord through their franchise. This mode of operation is for the purpose of ease of doing business and only for mere convenience between the petitioner and its franchise which cannot extinguish the landlord tenant relationship between the respondent and the petitioner.

**11.** After the eviction suit was filed, the petitioner-herein approached the Sub-Divisional Officer/ the Rent Controller, taking a plea that the entire proceeding is not maintainable, as the dispute is covered under the Commercial Courts Act, 2015. The said petition was dismissed by the impugned order, which resulted in filing of the petition.

**12.** The Commercial Courts Act, 2015 was promulgated to provide for constitution of Commercial Courts, Commercial Appellate Courts, Commercial Divisions and Commercial Appellate Division to adjudicate commercial disputes of specified value and matters connected therewith or incidental thereto.

**13.** Section 2(1)(c) of the Act of 2015 defines "commercial disputes" which arises out of the transactions mentioned in sub-clauses (i) to (xxii) of Section 2(1)(c).

Clause 2(1)(c)(vii) provides that a dispute arising out of agreements relating to immovable property used exclusively in trade or commercial, is also a commercial dispute. The explanation to the aforesaid Section also provides that a commercial dispute shall not ceased to be a commercial dispute merely because it involves an action for recovery of immovable property or realization of money out of immovable property given as security or involves any other relief pertaining any to the

immovable property.

**14.** Section 21 of the Act of 2015 gives the act an overriding effect. Section 21 of the Act of 2015 is quoted hereinbelow:-

**"21. Act to have overriding effect.** *Save as otherwise provided, the provisions of this Act shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force or in any instrument having effect by virtue of any law for the time being in force other than this Act."*

**15.** The suit is an eviction suit, which has been filed under the provisions of Jharkhand Building (Lease, Rent & Eviction) Control Act, 2011 (hereinafter referred to as the Tenancy Act). Section 19 of the Jharkhand Building (Lease, Rent & Eviction) Control Act, provides the grounds of eviction of a tenant. It also provides that the eviction order has to be passed by the Controller on the grounds mentioned therein.

**16.** The word "Controller" has been defined in Section 2 (d) of the Tenancy Act which is quoted herein below:-

*"Controller" means the person appointed by the State Government under Section 31 of the Act"*

**17.** Section 31 of the Act, defines "Appointment of Controller" which is quoted herein below:-

**"31. Appointment of Controllers.**

*(1) The State Government may, by notification, in the Official Gazette, appoint as many Controllers as they think fit, and define the local limits within which, each Controller shall exercise the powers and perform the functions under this Act.*

*(2) A person not below the rank of Sub Divisional Officer and Executive Magistrate shall be appointed as a Controller."*

**18.** As per the aforesaid provision, it is clear that a Controller has to be appointed by the State Government and he cannot be an Officer below the rank of a Sub-Divisional Officer

and Executive Magistrate. Thus, as per the said Act, the Controller is an Executive Officer of the State not below the rank of an Executive Officer of the State. As per the said statutory provision, he is not a Judicial Officer.

**19.** The proceeding for eviction has to be filed before the Controller who has the power to enquire and continue with the proceeding and after taking evidence can order for eviction. Thus, this entire proceeding is within the jurisdiction of an Officer who is an Executive Officer of the State.

**20.** The Jharkhand & Building (Lease, Rent & Eviction) Control Act, 2011 was promulgated in the year, 2011, which repealed the Bihar Building (Lease, Rent & Eviction) Control Act, 1982 which was operational till it was repealed by this Act. The said Act of 1982 was adopted by the State of Jharkhand in the year 2000 and was named as Jharkhand Building (Lease, Rent & Eviction) Control Act, 2000. As per the said Act, the grounds of eviction were incorporated in Section 11. From perusal of Section 11, it is clear that a tenant shall not be liable to be evicted except in execution of a decree passed by the Court on the grounds mentioned therein. Thus, it was the Court which had the power to evict a tenant, in terms of Jharkhand Building (Lease, Rent & Eviction) Control Act, 2000.

**21.** As per the definition clause of the Act of 2000, under Section 2(d) "Court" meant a Court having jurisdiction under the Civil Procedure Code, 1908 which had the power to entertain a suit by landlord against the tenant for recovery of possession. This power which was vested upon the Civil Court i.e., Court

under the C.P.C. was taken away by the subsequent Act of 2011 and the power was exclusively vested with the "Controller" who is an Executive Officer of the State. Thus, the entire power to evict a tenant through the legal procedure which was within the jurisdiction of the Civil Court earlier, now has been taken away and is conferred upon the Executive Authorities by the new Act of 2011.

**22.** At this stage, to deal with the issue raised, it is necessary to examine Section 11 of the Commercial Courts Act, 2015. Section 11 creates a bar of jurisdiction of Commercial Courts and Commercial Divisions to decide any application or suit relating to commercial dispute in respect of which the jurisdiction of the Civil Court is either expressly or impliedly barred under any other law for time being in force. Section 11 of the Commercial Courts Act, reads as follows:-

***"11. Bar of jurisdiction of Commercial Courts and Commercial Divisions. Notwithstanding anything contained in this Act, a Commercial Court or a Commercial Division shall not entertain or decide any suit, application or proceedings relating to any commercial dispute in respect of which the jurisdiction of the civil court is either expressly or impliedly barred under any other law for the time being in force."***

**23.** Thus, from perusal of the aforesaid provision of law, it is clear that where if any statute expressly or impliedly bars, any action by the Civil Court, then those actions / dispute is outside the purview or jurisdiction of the Commercial Courts.

**24.** The Jharkhand Building (Lease, Rent & Eviction) Control Act, 2011, excludes the Civil Courts to entertain the dispute in respect of eviction of tenant and taking possession of a tenanted premises. Though, there are no Sections which provides

that the Civil Court jurisdiction is barred but yet from the definition Clause of the Act of 2011 and the definition of "Controller" and the power vested upon the Controller read with the provision which repeals the earlier Act would clearly suggests that the Civil Court has got no jurisdiction to entertain an application to evict the tenant. Any dispute in relation to eviction, the tenant is beyond the jurisdiction of Civil Court.

**25.** In view of the aforesaid bar, in terms of Section 11 of the Commercial Courts Act, the Commercial Courts of Jharkhand, has got no jurisdiction to entertain an eviction suit filed by the landlord against the tenant, even though in terms of Section 2(1)(c)(vii) of the Commercial Courts Act, the immovable property is exclusively used in trade and commerce. Thus, I hold that the grounds and the contention raised by the petitioner that the Commercial Courts exclusively has got jurisdiction to entertain an eviction suit, cannot be accepted. The Sub-Divisional Magistrate has correctly held that it has jurisdiction to decide the question of eviction.

**26.** So far as the other grounds taken by the learned senior counsel for the petitioner on the point of possession over the property and the finding therein, in the impugned order is concerned, I hold that whether the petitioner is in possession or not and whether the possession of the franchise can be said to be a constructive possession of the tenant, has to be decided in the proceeding itself which is before the Sub-Divisional Court, after leading evidence. At this very initial stage, in absence of any evidence, the High Court exercising jurisdiction cannot be come

to any conclusion on the said issues. Further, these are all disputed question of facts which can only be decided after adducing oral and documentary evidence. That stage is yet to come before Sub-Divisional Officer / Rent Controller. Thus, the opinion expressed by the Sub-Divisional Officer in the impugned order, on the point of tenancy, possession, etc., is a *prima-facia* finding, only for the purpose of deciding the application of maintainability, filed by the petitioner. It is for the landlord and the tenant to lead proper evidence, oral and documentary, in support of their contention before the Rent Controller, who only after considering those evidence, can come to a conclusive finding. While doing so, the Rent Controller should not be prejudiced by the order of this Court or by the earlier order passed by him.

**27.** Further it is expected that the Sub-Divisional Officer / Rent Controller should try to dispose of the eviction case, as early as possible, without giving unnecessary adjournment to the parties.

**28.** The plea taken by the petitioner that when the Sub-Divisional Office has held that one prayer made by the petitioner is beyond his competence then the entire petition should be dismissed, is also not accepted. In an application, a party approaching the Court, may make several prayers, if the Court is not inclined to grant one prayer either on the facts or on law, that does not mean that all the other prayers must be rejected and the suit is not maintainable.

**29.** Considering what has been discussed above,

especially considering the main issue raised by the petitioner, on the point of jurisdiction, I find no merit in this petition. This writ petition is **dismissed**.

**(ANANDA SEN, J.)**

**03<sup>rd</sup> July, 2026**  
**S.K.D/CP-2**

**A.F.R.**

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