



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL SUMMARY SUIT NO. 1 OF 2001

Rabo Bank ...Plaintiff
Vs
State Bank of India ...Defendant

Mr. Rahul Narichania, Senior Advocate with Ms. Pratiksha Avhad i/b Mulla and Mulla and Craigie Blunt and Caroe for Plaintiff.

Mr. Umesh Shetty, Senior Advocate with Mr. Gopalkrishna Nayak i/b Flavia Legal for Defendant.

CORAM : ABHAY AHUJA, J.
DATE : 12th FEBRUARY, 2024

PC. :

1. This praecipe has been filed requesting this Court not to transfer the commercial summary suit from this Court to the Bombay City Civil Court and using its inherent powers under Section 24 of the Code of Civil Procedure, 1908 ("CPC") proceed with the final hearing of the captioned suit.

2. Mr. Narichania, learned Senior Counsel appears for the Plaintiff and would firstly submit that the captioned suit is at the stage of final hearing and has already been fully heard once by an earlier bench of this Court before it was made de-part heard. Learned Senior Counsel would submit that pursuant to the notice dated 22nd January, 2024,

issued by the office of the Prothonotary and Senior Master of this Court and pursuant to invitation to raise objections relating to the transfer of matters to the Bombay City Civil Court, the Plaintiff has filed praecipe dated 29th and 30th January, 2024, objecting to the transfer of the said suit on the following grounds:-

(i) The claim amount in the captioned Suit is in foreign currency i.e. USD 1,931,627.89. The Hon'ble Supreme Court in *Forasol v. ONGC* (1984 Supp Supreme Court Cases 263) has settled the law; that when a decree is being passed, the exchange rate of the foreign currency prevalent on the date of the decree is to be taken into consideration. As on 30 January 2024, the exchange rate of 1 USD is INR 83.13. Therefore, the principal amount claimed in the captioned Suit is $USD\ 1,931,627.89 \times 83.13 = INR\ 16,05,76,226.5$ (Sixteen Crores, Five Lakhs, Seventy Six Thousand, Two Hundred Twenty Six and Five Paisa), which is well above the threshold limit set for transfer of matters to the Hon'ble City Civil Court.

(ii) Further and/or in the alternative, the Plaintiff has claimed interest at the rate of 9.75% p.a. from the date of default, i.e. from 27 February 1999 till payment and/or realisation. If interest is calculated till date, it would amount (USD) 4,576,555.68 and the total claim amount i.e. principal amount (USD1,931,627.89)+Interest (USD 4,576,555.68) would be USD 6,508,183.57 i.e. INR 54,10,25,300/-. This is also well above the threshold limit.

(iii) Further, the captioned Suit is a Commercial Suit, Section 12 (a) of the Commercial Courts Act, 2015 states that; *(a) where the relief sought in a suit or application is for recovery of money, the money sought to be recovered in the suit or application, as the case may be, shall be taken into account for determining such Specified value; Therefore the specific value of the captioned Suit for the sake of jurisdiction must include the principal amount of INR 9,00,33,175.95 (as set out in para 12 of the Plait) + Interest amount of INR 1,78,56,168 (interest*

calculated on INR 9,00,33,175.95) from the date of default till the date of filing of the Suit). Therefore, the total claim amount ought to be Rs.10,78,89,344.8 (Ten Crore, Seventy-Eight Lakhs, Eighty-Nine Thousand, Three Hundred and Forty-Four Rupees and Eight Paisa) which is also well above the threshold limit.

3. Mr. Narichania, learned Senior Counsel would submit that since the Prothonotary and Senior Master has refused to entertain the request not to transfer the captioned suit, this praecipe has been moved before this Court.

4. In support of his contentions, learned Senior Counsel first draws the attention of this Court to the plaint and in particular to paragraphs 7A, 8 and 14(a). Learned Senior Counsel would submit that learned Prothonotary and Senior Master has merely on the basis of the suit valuation in paragraph 12 of the plaint of the Suit being valued at Rs. 90,033,175.95, on the basis of which maximum Court fees had been paid, listed the suit for being transferred to the Bombay City Civil Court without considering the fact that the suit has been filed for an amount of USD 1,931,627,89 towards the principal amount due as per the particulars of claim at Exhibit N with further interest thereon from the due date i.e. from 27th February, 1999 till payment and/or realisation.

5. Learned Senior Counsel would submit that the prayer clause (a) clearly contains reference to further interest with effect from 27th February, 1999 under the provision of the Negotiable Instruments Act, and/or under the Interest Act, 1978 and/or under Section 34 of the CPC at the rate of 9.75% p.a. and/or at such other rate as this Court may deem fit from the due date.

6. Learned Senior Counsel would submit that the suit has been filed on 30th March, 2001 and therefore, the interest rate with effect from 27th February, 1999 till 30th March, 2001 ought to be considered as part of the suit valuation and be added to the amount of Rs. 9,00,33,175.95, by which the suit valuation would be way above the threshold a limit of Rs. 10 crores and therefore, this suit ought not to be transferred.

7. Learned Senior Counsel would submit that the plaint has to be read as a whole to decide the suit valuation and not merely on the basis of paragraph 12 of the Plaint. Learned Senior Counsel relies upon the decision of the Hon'ble Supreme Court in the case of *Corporation of the City of Bangalore Vs. M. Papaiah and Anr.*¹.

1 AIR 1989 SC 1809

8. Learned Senior Counsel further submits that pecuniary jurisdiction of a Court is determined by the value of the subject matter of the suit i.e. by the relief claimed and that Section 6 of the CPC gives the clear indication as it provides that nothing contained in the CPC shall operate to give any Court jurisdiction over suits where the value of the subject matter exceeds the pecuniary limits of its ordinary jurisdiction. Learned Senior Counsel would submit that pursuant to the Maharashtra Government Gazette Notification dated 20th November, 2023, Section 3 of the Bombay City Civil and Sessions Court Act, 1948 has been amended, pursuant to which, notwithstanding nothing contain in any law, the Bombay City Civil Court shall have jurisdiction to receive, try and dispose of all suits and other proceedings of a civil nature not exceeding Rs. 10 crores in value arising within Greater Bombay except the suits or proceedings mentioned therein. Learned Senior counsel would submit that the present Suit does not fall within the exception but in view of the above considering that the valuation of the suit which seeks the prayer for the principal amount and interest which has been ascertained as above, the Suit valuation is beyond the threshold value of Rs. 10 crores and therefore the Suit valuation being above the pecuniary jurisdiction of the Bombay City Civil Court would not lie with the Bombay City Civil Court but with this Court. Learned

Senior Counsel relies upon the decision of this Court in the case of *Dr. Francisco Luis Jose D'Souza Vs. Vithal Bhadu Tamboskar*².

9. Mr. Narichania, learned Senior Counsel has also sought to rely upon the definition of specified value as contained in the Commercial Courts Act, 2015 submitting that this suit has been registered as a commercial summary suit under the Commercial Courts Act and that Section 12(1)(a) of the said Act clearly provides that the specified value of the subject matter of the commercial dispute in a suit, appeal or application shall be determined in a case where reliefs sought in the suit or application is for recovery of money, the value of the money sought to be recovered in the suit or application would be inclusive of interest and therefore interest as ascertained in the praecipe ought to be included for the purposes of jurisdiction.

10. In support of his contentions, Learned Senior Counsel has also referred to paragraph 7(a) of the letter by the Plaintiff's attorney to the Chairman-cum-Managing Director of the Respondent-Bank to submit that the Plaintiff had made a claim of interest on the outstanding dues at the rate of 9.75% p.a. from the due date till payment and/or

² AIR 1989 Bombay 303

realisation and since the same were not paid, the Plaintiff has filed the subject suit against the Defendant.

11. Learned Senior Counsel submits that therefore, the suit being a commercial suit even if the particulars of claim do not specifically refer to an ascertained amount of interest, the suit ought to be treated as a suit for principal with interest and therefore, the valuation of the suit with interest as submitted above being above Rs. 10 crores, this Court has jurisdiction to try and dispose the suit and cannot be transferred to the Bombay City Civil Court pursuant to the notifications.

12. On the other hand, Mr. Shetty, learned Senior Counsel appearing for the Respondent – Bank opposes the submissions made on behalf of the Plaintiff. Learned Senior Counsel draws the attention of this Court to paragraphs 7, 8, 9, 12 and 14(a) being the prayer in the suit plaint as well as to the particulars of claim at Exhibit – N and submits that there is no ascertained amount of interest that has been stated in the plaint. That the maximum Court fees has been paid on the basis of the valuation in paragraph 12. That a bare reading of the aforementioned paragraphs in the plaint would indicate that the interest has to be determined by the Court and only if the court decrees the suit in favour

of the Plaintiff, at that stage the Court will determine the interest. Learned Senior Counsel would submit that the amount of interest as sought to be claimed by the Plaintiff in the suit as well as in the praecipe is not yet determined by the Court and therefore, the amount mentioned in the praecipe along with interest cannot be considered being part of the Plaint and added amount of Rs. 9,00,33,175.95.

13. Learned Senior Counsel further refers to Section 8 of the Suits Valuation Act, 1887 and would submit that in accordance with the said provision, the value as determinable for the computation of Court Fees and the value for purposes of jurisdiction is to be the same. That therefore, the amount of Rs.9,00,33,175.95 mentioned in paragraph No.12 of the plaint for the purpose of the payment of court fees is determinative for the purpose of jurisdiction of the Court. The said amount being less than Rs. 10 crores, pursuant to the notifications enhancing the pecuniary jurisdiction of the Bombay City Civil Court, the Bombay City Civil Court has the jurisdiction to entertain and try this Suit. Learned Senior Counsel would submit that the present suit is a suit for a money decree and therefore, does not find place in the exceptions carved out in Section 8.

14. Learned Senior Counsel also relies upon the decision of this Court in the case of *Dr. Vishwanath Raghuvir Sinal Edo Vs. Shri Ashok Dattatray Dande and Ors.*³ and would submit that the jurisdiction of the Trial Court depends upon the valuation disclosed in the plaint and submits that in terms of Section 6 of the CPC, the pecuniary jurisdiction of the Court depends upon the amount or the value of the subject matter of the suit as disclosed in the plaint. That the Court is not entitled to deal with the suits where the value of the subject matter exceeds the pecuniary limit of the ordinary jurisdiction of the Court. Learned Senior Counsel also refers to paragraph 8 of the decision of this Court in the case of *Dr. Francisco Luis Jose D'Souza Vs. Vithal Bhadu Tamboskar (supra)* and submits that the pecuniary jurisdiction has nothing to do with the amount decreed. Learned Senior Counsel would submit that what the learned Senior Counsel for the Plaintiff is seeking to propose is that the amount to be decreed should be the suit valuation without the Court actually decreeing the suit and that cannot be permitted.

15. Learned Senior Counsel also draws the attention of this Court to Clause 12 of the Letters Patent and submits that as can be seen from

3 1999 SCC Online Bom 755

the last three lines of the said Clause that the High Court shall not have original jurisdiction in the cases falling within the jurisdiction of the Small Cause Court at Bombay or the Bombay City Civil Court and therefore, in view of the Notification dated 20th November, 2023, enhancing the pecuniary jurisdiction of the Bombay City Civil Court, by amending section 3, in accordance with Section 3 of the Bombay City Civil Court Act, 1948, this Suit has to be transferred to the Bombay City Civil Court.

16. Learned Senior Counsel also refers to Section 12 of the Bombay City Civil Court Act, 1948 and submits that notwithstanding anything, the High Court shall not have jurisdiction to try suits and proceedings cognizable by the Bombay City Civil Court. Submitting as above, Mr. Shetty, learned Senior Counsel for the Defendant Bank submits that the praecipe be rejected and the Suit be transferred to the Bombay City Civil Court.

17. I have heard the learned Senior Counsel at length and considered the rival contentions.

18. Before proceeding to deal with the controversy and, at the outset it needs to be clarified that this Court is considering this matter pursuant to the present assignment of this Court and under section 151 of the CPC and not under section 24 of the CPC as the assignment under that provision for transfer of Suits is with another Bench of this Court to be considered upon an application made in that behalf. Moreover, the transfer in question is transfer of suits pursuant to operation of law by virtue of Maharashtra Government Gazette Notification dated 20th November, 2023, read with Maharashtra Government Gazette Notification dated 16th January, 2024.

19. It is not in dispute that the Plaintiff had at the time of filing the suit paid maximum court fees after having valued the suit for the purposes of court fees at Rs.9,00,33,175.95 paragraph No.12 of the plaint is therefore, usefully quoted as under :

“12. For the purposes of Court fee the Suit is valued at Rs.9,00,33,175.95 and have paid Court fees accordingly.”

20. The Suits Valuation Act, 1887 referred to by Mr. Shetty, learned Senior Counsel for the Defendant Bank is an Act to prescribe the mode of valuing suits for the purpose of determining the jurisdiction

of Courts with respect thereto. Section 8 of the said Act therefore, which pertains to court fee and jurisdictional value is usefully quoted as under :

“8. Court-fee value and jurisdictional value to be the same in certain suits:- Where in suits other than those referred to in the Court-fees Act, 1870 (7 of 1870), section 7, paragraphs v, vi and ix and paragraph x, clause (d) Court fees are payable *ad valorem* under the Court fees Act, 1870 (7 of 1870) , the value as determinable for the computation of Court-fees and the value for purposes of jurisdiction shall be the same.”

21. The afore quoted section provides that in cases of suits other than those referred to in the Court Fees Act of 1870, section 7, paragraphs v, vi, ix, x and clause (d), the court fees are payable *ad-valorem* under the Court Fees Act, 1870. It is provided in the said section that the value as determinable for the computation of the court fees and the value for the purposes of jurisdiction shall be the same.

22. A perusal of the aforesaid exceptions referred to in section 8 above viz. section 7, paragraphs v, vi, ix, x and clause (d) of the Maharashtra Court Fees Act, 1870, in relation to the facts of this case clearly indicate that the said exceptions do not apply to the present case as the present suit is a suit for recovery of money. In other words, the said section 8 would apply to the present case. Therefore, for the

purposes of determining the jurisdiction of a Court the value as determinable for the computation of the court fees would be the value. As quoted above, paragraph No.12 of the plaint clearly states that for the purposes of the court fee the suit is valued at Rs.9,00,33,175.95 and the court fees have been paid accordingly. Therefore, in my view, the suit valuation in paragraph No. 12 of the plaint would be determinative for the purposes of jurisdiction. By notification dated 20th November, 2023 section 3 of the Bombay City Civil Court Act, 1948 has been amended whereby the Bombay City Civil Court has jurisdiction to receive, try and dispose of all suits and other proceedings of a civil nature not exceeding Rs.10 crores in value arising within Greater Bombay except the suits or proceedings which are cognizable:

- (i) by the High Court as a Court of Admiralty or Vice-Admiralty as a Colonial Court of Admiralty, or as a Court having testamentary, intestate or matrimonial jurisdiction, or
- (ii) by the High Court for the relief of insolvent debtors, or
- (iii) By the High Court under any special law other than the Letters Patent, or
- (iv) by the High Court under the Parsi Marriage and Divorce Act, 1936; or

- (v) by the High Court in respect of intellectual property matters; or
- (vi) by the Small Cause Court.

22. It cannot be disputed that the present suit does not fall amongst any of the aforesaid exceptions but for recovery of money, the suit valuation for the purposes Court fee as well as for jurisdiction as noted above, being Rs.9,00,33,175.95 i.e. below Rs.10 crores value.

23. Mr. Narichania and Mr. Shetty, learned senior counsel have both relied upon the decision of the Hon'ble Supreme Court in the case of Corporation of the City of Bangalore Vs. M. Papaiah and anr. (supra) and in particular to paragraph No.4 thereof. A perusal of the said decision no doubt suggests that for deciding the nature of a suit, the entire plaint has to be read and not merely the relief portion and that the court fee payable on the plaint has also to be assessed accordingly. This is a well established principle and there cannot be any quarrel with the same nor have learned senior counsel disputed the same. What is pertinent to note is that the said case was a case where the Appellant had denied the claim of the Plaintiff and asserted its continuous possession since 1927 also pleading that the suit was not maintainable as the relief claimed was limited to permanent injunction without asking for a decree to declare the

Plaintiff's title. The Hon'ble Supreme Court rejecting the Appellant's objection that the suit was not maintainable. It was also observed that in reversing the decision of the first appellate Court, the High Court had committed serious errors of law. Further the Hon'ble Supreme Court observed that the suit cannot be dismissed on the ground that the relief of declaration of the title and possession has not been specifically mentioned in the plaint, but the observations on the question whether the issue of title is involved or not were clearly discrepant. In other words, the Hon'ble Supreme Court was concerned with a Suit for declaration of title and possession and permanent injunction for land and not a Suit for recovery of money as the present one. And although the principle that for deciding the nature of of the Suit the entire Plaint has to be read and not merely the relief position is not in dispute; what we are concerned with in the present case is not determination of the nature of the Suit but the valuation of the Suit for the purposes of pecuniary jurisdiction.

24. Therefore, the facts of the present case are completely distinguishable from the decision of the Hon'ble Supreme Court. That was a case where a suit for decree of perpetual injunction seeking restraint from interference with the possession was filed, the present

case seeks a money decree by the Plaintiff carrying on banking business through its Singapore Branch against a Bank in India pursuant to bills of exchange drawn on the Defendant-Bank. Therefore, in my view, the said decision does not assist the case of the Plaintiff in any manner.

25. Mr. Narichania has also relied upon the decision of this Court in the case of Dr. Francisco Luis Jose D'Souza Vs. Vithal Bhadu Tamboskar (supra) and in particular to paragraph No.8 thereof to submit that valuation for the purposes jurisdiction is clearly distinct from valuation for the purposes of court fees as the aim for the purposes of court fees is purely fiscal. No doubt the pecuniary jurisdiction of a Court is determined by the value of the subject matter of the Suit. Section 6 of the CPC also gives a clear indication that it is so when it provides that nothing contained in the CPC shall operate to give any Court jurisdiction over suits where the value of the subject matter exceeds the pecuniary limits of its ordinary jurisdiction. Section 15 also corroborates this view that every suit shall be instituted in a Court of lowest grade competent to try it. There is also no doubt that the value of the subject matter of the suit determines the Court in which the suit is to be filed. But what pertinently has been reiterated in

paragraph No.8 is that it is the Plaintiff's valuation in the plaint that fixes the pecuniary jurisdiction of the Court and not the amount which may be found and decreed. It is in this context the Court observed that the valuation for the purposes of jurisdiction is clearly distinct from the valuation for the purposes of court fees, aim of which is purely fiscal. Moreover, the said case was in the context of a suit filed for mandatory injunction and mesne profits against the Respondent and the valuation with respect to the determination of the forum of the appeal i.e. Court to which the appeal lies which are clearly not the facts here. Therefore, I am afraid the said decision also does not assist the case of the Plaintiffs.

26. In my view, as rightly pointed out by Mr. Shetty, learned senior counsel for the Defendant -Bank that the amount of interest as sought to be claimed by the Plaintiff in the suit as well as in the praecipe is not yet determined by the Court and therefore, the amount mentioned in the praecipe alongwith interest cannot be considered to be part of the plaint and added to the amount of Rs.9,00,33,175.95 on the basis of which court fees has been paid by the Plaintiff. Until and unless the suit is heard and decreed, the amount of interest is undetermined. What the learned senior counsel

for the Plaintiff is proposing is to value the suit on the decretal amount assuming a decree being passed in the Plaintiff's favour. In my view, that cannot be permitted being contrary to the settled principle that the pecuniary jurisdiction of the Court depends on the valuation of the Suit as disclosed in the plaint and not on the valuation of the ultimate relief as granted by the decree. There cannot be a pre-emptive valuation prior to a decree only for the purposes of retaining the matter in this Court.

27. Clause 12 of the Letters Patent has been referred to by Mr. Shetty, learned senior counsel for the Defendant-Bank is also usefully quoted as under :-

“12. Original jurisdiction as to suits

And we do further ordain that the said High Court of Judicature at Bombay, in the exercise of its ordinary original civil jurisdiction, shall be empowered to receive, try and determine suits of every description, if, in the case of suits for land or other immovable property such land or property shall be situated, or in all other cases if the cause of action shall have arisen, either wholly, or in case the leave of the court shall have been first obtained, in part, within the local limits of the ordinary original jurisdiction of the said High Court or if the defendant at the time of the commencement of the suit shall dwell or carry on business, or personally work for gain, within such limits; except that the said High Court shall not have such original jurisdiction in cases falling within the

jurisdiction of the Small Cause Court at Bombay, or the Bombay City Civil Court.”

(emphasis supplied)

28. Clearly the Letters Patent of 1865 that has continued this High Court created by Letters Patent of 1862 also provides in clause 12 that this Court shall not have such original jurisdiction in the cases falling within the jurisdiction of the Small Causes Court at Bombay or the Bombay City Civil Court. In this context, the learned Senior Counsel for the Defendant Bank has also correctly relied upon Section 12 of the Bombay City Civil Court Act, 1948 whereby notwithstanding anything, the High Court shall not have jurisdiction to try suits and proceedings cognizable by the Bombay City Civil Court. Although the proviso to Section 12 empowers the High Court for any special reason and at any stage to remove for trial by itself any Suit or proceeding from the City Civil Court, that power has not been invoked in the present case nor has the situation arisen as the Suit is yet to be transferred to the Bombay City Civil Court.

29. Mr. Shetty has also relied upon the decision of a Single Bench of this Court, Panaji Bench in the case of **Dr. Vishwanath Raghuvir Sinai Edo Vs. Shri Ashok Dattatray Dande and ors.**, reported in (2000) 4 Bom CR 734 to reiterate that the valuation of the suit as disclosed in the

plaint and not on the valuation of the ultimate relief as granted by the decree would decide the jurisdiction of a Court. I entirely agree with learned senior counsel's submission. Infact, paragraph No.6 of the said decision which relies upon the decision in the case of **Mohinder Singh Vs. Jagjit Singh, reported in AIR 1960 Punjab 434** has observed that the pecuniary jurisdiction of the Court depends on the valuation of the right claimed in the litigation and this value has nothing to do with the amount decreed.

30. In my view, if one were to accept the submissions made by Mr. Narichania, learned senior counsel for the Plaintiff, that the suit valuation consider the interest at the rate of 9.75% that would be awarded to the Plaintiff in the event the suit was decreed in favour of the Plaintiff that would be completely contrary to the aforesaid principle that the pecuniary jurisdiction of a Court depends on a value claimed at the time of filing of the litigation and has nothing to do with the amount decreed. I am therefore, of the view that the request of Plaintiff to retain the suit in this Court cannot be countenanced.

30.1 Also reliance by Mr. Narichania, learned Senior Counsel on Section 12 (1)(a) of the Commercial Courts Act, 2015 with respect to determination of specified value of the Suit being inclusive of interest, in my view is not of any relevance for the determination of the jurisdiction in the facts of this case, in as much as that portion of interest which would be awarded in addition to the principal amount claimed in the Suit is yet to be determined. As noted above, it is only in the event the Suit is tried, heard and decreed in favour of the Plaintiff that such amount may go beyond 10 crores.

30.2 Section 2(1)(i) of the Commercial Courts Act, 2015 defines Specified Value as under :-

2(1)(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 three lakh rupees or such higher value, as may be notified by the Central Government.

(emphasis supplied)

30.3 Section 12 of the Commercial Courts Act, 2015, pertaining to the specified value is also usefully quoted as under :-

12. Determination of Specified Value.— (1) The Specified Value of the subject-matter of the commercial dispute in a Suit, appeal or application shall be determined in the following manner:—

(a) where the relief sought in a Suit or application is for

recovery of money, the money sought to be recovered in the suit or application inclusive of interest, if any, computed up to the date of filing of the Suit or Application, as the case may be, shall be taken into account for determining such Specified Value;

- (b) where the relief sought in a suit, appeal or application relates to movable property or to a right therein, the market value of the movable property as on the date of filing of the suit, appeal or application, as the case may be, shall be taken into account for determining such Specified Value;
 - (c) where the relief sought in a suit, appeal or application relates to immovable property or to a right therein, the market value of the immovable property as on the date of filing of the suit, appeal or application, as the case may be, shall be taken into account for determining such Specified Value;
 - (d) where the relief sought in a suit, appeal or application relates to any other intangible right, therein, the market value of the said rights as estimated by the plaintiff shall be taken into account for determining Specified Value;
- (2) The aggregate value of the claim and counter-claim, if any as set out in the statement of claim and the counter-claim, if any, in an arbitration of a commercial shall be the basis for determining whether such arbitration is subject to the jurisdiction of a Commercial Division, Commercial Appellate Division or Commercial Court, as the case may be.
- (3) No appeal or civil revision application under Section 115 of the Code of Civil Procedure, 1908 (5 of 1908), as the case may be, shall lie from an order of a Commercial Division or Commercial Court finding that it has jurisdiction to hear a commercial dispute under this Act.

30.4 From the above, it emerges that, Specified Value as defined under the Commercial Courts Act, means the value of the subject matter in respect of a Suit as determined in accordance with Section 12

of the Commercial Courts Act, 2015, and which is inclusive of interest, if any, computed up to the date of filing of the Suit. In the facts of the case as noted above, that computation of interest has not been made either in the pleadings or in the prayers or in the particulars of claim (annexed at Exhibit-N to the Plaint). Failing such computation of interest @ 9.75% or any other rate as claimed in the Plaint, up to the date of filing of the Suit, at the time of filing the suit, it is the Bombay City Civil Court that would have jurisdiction to receive, try and entertain the said Suit valued at Rs.9,00,33,175.95/-, as on the date of filing of the said Suit and such value cannot be taken to above Rs.10 crores merely on the basis of a praecipe dated 29th and 30th January, 2024 taking refuge under Section 12 (1)(a) read with Section 2(1)(i) of the Commercial Courts Act, 2015, at the time of consideration of the jurisdiction of the Court, to try the Suit pursuant to the notification dated 20th November, 2023 read with notification dated 16th January, 2024, enhancing the pecuniary jurisdiction of the Bombay City Civil Court upto Rs.10 crores with effect from 28th January, 2024.

31. Ergo since, by notification dated 20th November, 2023 read with notification dated 16th January, 2024 stipulating 28th January, 2024 as the appointed date in the notification dated 20th November, 2023,

the pecuniary jurisdiction of the Bombay City Civil Court has been enhanced to Rs.10 Crores by amendment to section 3 and the Suit valuation being Rs. 90,033,175.95/- in my view, the suit has to be transferred to the Bombay City Civil Court.

32. Accordingly, the praecipe is rejected. The Registry is directed to expeditiously transfer the record and proceedings of the suit to the Bombay City Civil Court.

(ABHAY AHUJA, J.)