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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010321592026**+ **O.M.P.(I) (COMM.) 294/2026 & I.A. 19145/2026****KISSANDHAN AGRI FINANCIAL SERVICES PRIVATE
LIMITED** Petitioner

Through: Mr. Dinesh, Adv.

versus

TRUCAP FINANCE LIMITED & ORS. RespondentsThrough: Mr. Sharian Mukherji and Mr.
Ashutosh Kumar Tiwari, Advs.**CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****JUDGMENT(ORAL)**% **30.09.2026**

1. This Court *vide* order dated 23.07.2026, passed the following order:

"I.A. 19144/2026 (Exemption)

Allowed, subject to all just exceptions.

O.M.P.(I) (COMM.) 294/2026 & I.A. 19145/2026

1. The instant Petition under Section 9 of the Arbitration & Conciliation Act, 1996, has been filed by the Petitioner seeking interim protection against the Respondent in relation to a financial facility extended by the Petitioner. The following reliefs have been prayed for by the Petitioner:

"1. Injunction against dealing with secured assets Pending the conclusion of the arbitral proceedings and till enforcement of the arbitral award, restrain the Respondent, its directors, officers, servants, agents and any person claiming through or under it from, in any manner, selling, transferring, assigning, encumbering, creating third party rights in, or otherwise disposing of or dealing with the hypothecated assets / current assets / receivables / loan assets created out of or relating to



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the loan facility extended by the Petitioner, which are exclusively hypothecated to the Petitioner under the Hypothecation Deed.

2. Securing the claim amount Direct the Respondent to furnish security, to the satisfaction of this Hon'ble Court, for a sum equivalent to the Petitioner's outstanding dues under the finance documents Rs. 21016067/- together with accrued interest at 14% p.a. with monthly rests and other charges) till 51st March 2026 which amounts to Rs 1459033/- by way of cash deposit, bank guarantee, charge over unencumbered assets, or such other security as this Hon'ble Court may deem fit.

3. Appoint a Court Receiver / such other person as this Hon'ble Court deems fit as receiver of the hypothecated assets / loan receivables created out of the facility, with all powers to (i) take symbolic / actual possession of the said assets; (ii) collect receivables and income therefrom; (iii) hold the same subject to further orders of this Hon'ble Court; and (iv) apply such collections towards reduction of the Respondent's outstanding dues, subject to accounting before the arbitral tribunal and this Hon'ble Court.

4. Direct the Respondent to file on affidavit a complete and candid statement of (i) all current assets / receivables / loan assets forming part of the hypothecated pool; (ii) all encumbrances, if any, created over the said assets in favour of any third party, in breach of the exclusivity undertaking in favour of the Petitioner; and (iii) its other movable and immovable assets, bank accounts and investments, to enable this Hon'ble Court to pass effective protective orders.

5. Direct the Respondent to maintain, pending arbitration, the stipulated minimum-security cover of 110% of the outstanding exposure, by ensuring that the value of the hypothecated assets / receivables is not permitted to fall below such level and by replenishing the pool in case of shortfall.

6. Pending the arbitral proceedings, direct the Respondent to continue to service at least the interest component at the contractual rate of 14% p.a. with monthly rests, without prejudice to the Petitioner's right to claim the entire outstanding amounts in arbitration.

7. Pass such further and other interim orders as this Hon'ble Court may deem fit and proper in the facts



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and circumstances of the case, including any orders necessary to protect and preserve the secured assets, to prevent their alienation, and to secure the Petitioner's claim pending arbitration.

8. That value for the purpose of the present proceedings is Rs 2,10,16,067/- therefore this Hon'ble Court has pecuniary jurisdiction to decide the present petition."

2. It is stated that the Petitioner, which is a Non-Banking Financial Company ["NBFC"], extended a medium term loan facility of Rs.4.25 crores to the Respondent ["the Loan Agreement"], who is also an NBFC. The said Loan Agreement contains an arbitration clause, which provides that the seat of arbitration shall be New Delhi and exclusive jurisdiction is vested in the courts of Delhi.

3. As per the Petitioner, the Respondent is not adhering to the terms of the Loan Agreement resulting in several events of default. As such, Petitioner has approached this Court apprehending that the Respondent might dissipate its assets and thereafter nothing will be left for the Petitioner.

4. At this juncture, upon perusing the material on record, this Court is inclined to pass an ad interim order in favour of the Petitioner, restraining the Respondent from dealing with its hypothecated assets/current assets and also the receivables created out of the loan facility availed by the Respondent under the Agreement.

5. Issue notice.

6. On taking steps, let notice be issued to the Respondent through all permissible modes.

7. Compliance under Order XXXIX Rule 3 of the CPC be made within four days from the date of upload of this Order.

8. List on 30.09.2026."

2. Both parties are *ad idem* that the matter can be referred to mediation to explore the possibility of an amicable settlement between the parties.

3. Acceding to the same, the matter is referred to Delhi High Court Mediation and Conciliation (SAMADHAN) and the parties are directed to appear in person or through their authorized representative along



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with their respective Counsel before the Mediation Centre on 07.10.2026.

4. Four weeks' time is granted for exploring the possibility of settlement through mediation.

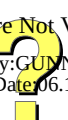
5. Learned Counsel appearing for the Respondents submits that he has no objection in referring this matter to Arbitration to adjudicate the disputes, in case mediation fails.

6. Thus, both parties, by consent, waive their contractual and formal procedure under the Act for the appointment of a learned Sole Arbitrator.

7. In view of the parties' mutual consent to refer the disputes forming the subject matter of the present proceedings to arbitration and in case mediation fails, this Court considers it appropriate that the commencement of the arbitral proceedings should not be delayed.

8. Accordingly, Mr. Ajay Tiwari, Former Judge, Punjab and Haryana High Court, (Mob. No. 9780008141) is appointed as a learned Sole Arbitrator to adjudicate the disputes arisen between the parties. The learned Sole Arbitrator shall enter upon the reference within five weeks from the date of the mediation report recording failure of settlement.

9. The learned Sole Arbitrator will proceed to the arbitration proceedings subject to furnishing requisite disclosures as required





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under Section 12(2) of the Act within five weeks of entering reference.

10. The arbitration shall be carried under the rules and aegis of Delhi International Arbitration Centre (“DIAC”). The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.

11. It shall be open to the parties to raise all pleas, including objection as to arbitrability and jurisdiction, before the learned Sole Arbitrator who shall decide the same in accordance with law.

12. It is clarified that the observations made herein are only for the purpose of deciding the present petition. The learned Sole Arbitrator shall adjudicate the disputes with claims and counter claims independently and on their own merits, uninfluenced by any observations contained in the present order.

13. The Registry is directed to send a receipt of this order to Mr. Ajay Tiwari, learned Arbitrator through all permissible modes including email.

14. Accordingly, the present petition filed under Section 9 of the Act shall stand treated as an application under Section 17 of the Act and the same shall be considered and decided by the learned Sole Arbitrator upon entering into the reference.



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15. The learned Sole Arbitrator is requested to decide the application under Section 17 as expeditiously as possible, preferably within four weeks after the commencement of the arbitral proceedings.

16. The interim arrangement directed by this Court *vide* order dated 23.07.2026 shall only continue until the learned Sole Arbitrator considers the matter and passes appropriate orders thereon.

17. For the sake of clarity, the interim arrangement granted *vide* order 23.07.2026 shall continue only for 60 days from today and shall thereafter stand automatically vacated, without requiring any further order of the Court.

18. The present petition is disposed of in the aforesaid terms. Pending application(s), if any, also stand disposed of.

OM PRAKASH SHUKLA, J

SEPTEMBER 30, 2026/gunn