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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**# **CNR No. DLHC010331962025**+ **O.M.P.(I) (COMM.) 195/2025****ADITYA BIRLA CAPITAL LIMITED (FORMERLY
ADITYA BIRLA FINANCE LIMITED) Petitioner****Through: Mr. Aman Vasisth and Mr.
Hardik Mathur, Advocates.**

versus

MR. ANIL KATHURIA AND ORS. Respondents**Through: None.****CORAM:****HON'BLE MR. JUSTICE OM PRAKASH SHUKLA****ORDER(ORAL)**% **24.08.2026**

1. The case has been called out in revised list. No one appeared on behalf of the Respondents.

2. *Vide* order dated 26.05.2025, this Court recorded the following:

"LA. 13240/2025 (Exemption)

- 1. Allowed, subject to all just exceptions.*
- 2. Application stands disposed of.*

O.M.P.(I) (COMM.) 195/2025

3. This petition is filed on behalf of the Petitioner under Section 9 of the Arbitration and Conciliation Act, 1996 for interim directions.

4. Case of the Petitioner as set out in the petition is that pursuant to grant of financial facility vide Sanction Letter dated 30.03.2023, Respondents executed various loan documents in favour of the Petitioner, including but not limited to the Facility Agreement, Demand Promissory Note etc. The financial facility was secured by Respondents No. 1 to 3 by creating equitable mortgage over residential property bearing No. 1138, admeasuring area 788.50 sq. meters, along with construction existing thereon having built up



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area measuring 7000 sq. feet, comprising of ground floor, first floor and second floor, situated in Block J of the residential colony known as 'Ansal's Palam Vihar', falling within the revenue estate of Village Chauma and Carterpuri, Tehsil and District Gurgaon, Haryana, in favour of the Petitioner.

5. It is further stated that Respondents started committing default in repayment of the financial facility and the last agreed monthly instalment to the tune of Rs. 5,44,976/- was paid by Respondents only in the month of February, 2025. During the course of hearing, Court is apprised that account of the Respondents has been declared NPA on 16.05.2025. This petition is filed after Petitioner learnt that Respondents No. 1 to 3 have demolished the mortgaged property and are conniving with Respondent No. 4 to create third party rights so as to defeat the right, title and interest of the Petitioner over the mortgaged property.

6. Issue notice to the Respondents through all permissible modes, returnable on 03.07.2025. Dasti in addition.

7. Having heard learned Senior Counsel for the Petitioner, it is directed that till the next date of hearing, Respondents shall not transfer, dispose, alienate, hypothecate, charge or create any kind of third party rights or interest in the subject property, mortgaged with the Petitioner.

8. It is made clear that this order will not preclude the Petitioner from initiating proceedings under Section 14 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, against the Respondents."

3. At this stage, Mr. Hardik Mathur, learned Counsel appearing for the Petitioner submits that the Arbitrator has already been appointed by this Court *vide* order dated 05.08.2026 in ARB.P. 1229/2026.

4. Accordingly, the present petition filed under Section 9 of the Arbitration and Conciliation Act, 1996¹ 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.

5. It is clarified that interim order dated 26.05.2025 shall continue

¹ "the Act", hereinafter



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till such time as Section 17 application is considered by the learned Sole Arbitrator.

6. The present petition is, accordingly, disposed of in the above terms.

OM PRAKASH SHUKLA, J

AUGUST 24, 2026/gunn

