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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CR No.4394 of 2015 (O&M)

Date of decision: July 15, 2015

Shriram Equipment Finance Limited

.....Petitioner

Versus

Vakeel Ahmad

.....Respondent

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. Sandeep Puri, Advocate
for the petitioner.

SABINA, J

Petitioner has filed this petition challenging the order dated 24.03.2015, whereby, application moved by the petitioner under Section 8 of the Arbitrator and Conciliation Act, 1996 ('Act' for short), was dismissed.

Learned counsel for the petitioner has submitted that as per the agreement, there was an arbitrator clause. In case of dispute between the parties, the matter was required to be referred to the arbitrator. In fact, the respondent had got two vehicles financed from the petitioner. Qua one vehicle, respondent was ready to pay the amount in question, but qua other vehicle, respondent had not cleared the arrears.

Respondent has filed suit for mandatory injunction and permanent injunction. The case of the respondent is that he had purchased Hiywa after taking loan from the petitioner. The vehicle was hypothecated by the respondent with the petitioner. It was prayed that petitioner be restrained from illegally taking possession of the vehicle in question. During the pendency of the suit, petitioner moved an application under Section 8 of the Act.

The said application was dismissed vide the impugned order. Hence, the present petition.

The learned trial Court while dismissing the application has held that, on 21.02.2015, respondent had deposited the entire outstanding amount of ₹3,07,396/- before the Court and had requested the petitioner to accept the said amount and release the vehicle in question to him. Petitioner instead of accepting the outstanding amount, had moved the application under Section 8 of the Act. The learned trial Court rightly held that the argument raised by the petitioner that there was outstanding amount against the respondent qua another vehicle qua which the loan had been taken by the respondent, was not relevant for the purposes of the decision of the suit in question. So far as the vehicle in question is concerned, the entire outstanding amount had been deposited by the respondent. Hence, there was no occasion to refer the matter to the arbitrator. In the facts and circumstances of the present case, the learned trial Court had rightly dismissed the application moved by the petitioner under Section 8 of the Act.

No ground for interference by this Court, is made out.

Dismissed.

**(SABINA)
JUDGE**

July 15, 2015
m.singh