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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION (L) NO. 1067 OF 2016**

Reliance Capital Ltd	...Petitioner
<i>Versus</i>	
Grishi Mango Products & Exports Tamilnadu Pvt Ltd (Borrower) & Ors	...Respondents

**Ms Sharayu Pednekar, a/w Mr Sandesh Godse, i/b Vivek Patil &
Associates, for the Petitioner.**

**CORAM: G.S. PATEL, J
DATED: 17th February 2017**

PC:-

1. On 15th December 2016 SJ Kathawalla J passed the following order:

“1. The above Petition is filed by the Petitioner under Section 9 of the Arbitration and Conciliation Act, 1996 against the Respondents seeking interim reliefs. At the request of the Respondents, the Petitioner had granted finance facility to the Respondents to the tune of Rs.50,00,000/-. The Petitioner and the Respondents had thereafter executed the Facility-cum-Hypothecation Agreement dated 25.06.2011, whereunder the Respondents to secure the outstanding of the Petitioner, hypothecated in favour of the Petitioner the Machineries/Assets, more particularly described in Exhibit “G” to the Petition. The

Respondents have committed default in making payments to the Petitioner as agreed. A sum of Rs.72,04,316/- is due and payable by the Respondents to the Petitioner as on 5th July, 2016. Despite demands made by the Petitioner, the Respondents have failed and neglected to pay the said amounts. Since the parties have under Clause 38 of the Agreement, agreed to refer their disputes to arbitration, the Petitioner is desirous of invoking the arbitration agreement and have in the meantime, filed the above Petition under Section 9 of the Act seeking ad-interim/interim protective reliefs. The Advocate for the Petitioner states that a copy of the Petition is served on the Respondents. The Respondents have accepted and acknowledged the receipt of the service. The Advocate for the Petitioner undertakes to file Affidavit of Service within the period of one week from today. The undertaking is accepted. The Petition is today taken up for Ad interim hearing. None appear for the Respondents. Therefore, I see no reason why the statements/submissions made by the Petitioner in the Petition should not be accepted. The averments made in the Petition has therefore, remained uncontroverted. Since substantial amount is due and payable by the Respondents to the Petitioner, protective orders are required to be passed in favour of the Petitioner. In view thereof, the following ad-interim order is passed :

(i) Pending the hearing and final disposal of the Petition, the Court Receiver, High Court, Bombay, is appointed Receiver to take symbolic possession of the said Machinery/Assets, more particularly described in Exhibit "G" to the Petition.

(ii) There shall also be an ad-interim injunction restraining the Respondents from disposing of, alienating, encumbering, parting with possession or creating any third

party rights in respect of the said Machinery/Assets described in Exhibit “G” to the Petition.

(iii) A copy of this order shall be forthwith served on the Respondents by hand delivery and also by Speed Post A.D.

(iv) Stand over to 12.01.2017 for the Court Receiver’s Report and final disposal.”

2. The Court Receiver has since taken symbolic possession of the machinery and assets described in Exhibit “G”. This order will be confirmed as the final order on the Arbitration Petition.

3. The Petitioner will invoke arbitration on or before 10th March 2017. If there is no opposition to that invocation, the previous order will continue till the final disposal of the arbitral proceedings, subject only to any orders that may be passed by this Court in any application under Section 11 that the Petitioners may be required to file. In default of invocation by that date, the Petition will stand dismissed and the interim order will stand vacated without further reference to Court.

4. Further liberty to the Petitioners to make an application under Section 17 of the Arbitration & Conciliation Act 1996 before the Arbitrator once the arbitration commences.

5. The Arbitration Petition is disposed of in these terms with no order as to costs.

(G. S. PATEL, J.)