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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ O.M.P.(I) (COMM.) 508/2017 & IA 14330/2017
L & T FINANCE LIMITED Petitioner
Through: Mr.P.K.Bhalla, Adv.

versus

AHILIABAI SARDESAI Respondent
Through:

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER
% **04.12.2017**
IA 14330/2017

Exemption allowed subject to all just exceptions.

OMP(I)(COMM) 508/2017

This petition under Section 9 of the Arbitration and Conciliation Act, 1996 has been filed by the petitioner *inter alia* praying for appointment of a receiver for taking over the possession of the hypothecated Equipment Barge Mounted Floating Crane bearing No. 4023 and MMSI No.419000597 (hereinafter referred to as the 'equipment') from the respondent.

It is the case of the petitioner that the petitioner had granted loan facility to the respondent under the Vendor Finance Facility Agreement dated 25th April, 2011 for purchase of equipment. On a request for re-schedulment of the loan facility and grant of fresh loan amount, a fresh sanction letter dated 26th March, 2015 on the same terms and conditions was issued in favour of the respondent. It is submitted that the respondent is in default of payment of

Rs.14,66,20,892.94 and in spite of issuance of notice, the said amount has not been paid by the respondent. It is submitted that the equipment had been hypothecated in favour of the petitioner and in terms of the agreement, the petitioner is entitled to repossess the same in the event of default.

Relying upon the judgment dated 8th August, 2008 passed by this Court in FAO(OS) No.335/2008 titled *Citicorp Finance India Ltd. vs. Varendar Swaroop*; order dated 12th April, 2017 passed in CM(M) No.385/2017 titled *ICICI Bank Ltd. vs. Adesh Kumar*; order dated 10th December, 2014 in OMP 1572/2014 titled *L and T Finance Ltd. vs. Rati Ram Yadav* and order dated 4th August, 2017 passed in CM(M) No.825/2017 titled *ICICI Bank Ltd. vs. Kissan Petro Oil Pvt. Ltd. & Anr.* and other connected petitions, counsel for the petitioner submits that in case the Receiver is not appointed, the petitioner would suffer grave irreparable loss. It is submitted that this is a fit and proper case where a Receiver be appointed for taking possession of the equipment as there is an apprehension that the respondent may fritter away the equipment in order to defeat the rights of the petitioner.

In view of the submissions made, I hereby appoint **Mr.Govind Pratap Mertiya**, Officer of the petitioner as a Receiver to take over the possession of the equipment from the respondent. He shall be entitled to seek police assistance in the case of any resistance from the respondent.

The petitioner, in view of the appointment of the Receiver, does not press for prayers (b) to (d) made in the petition at this stage.

The above order shall remain in operation for a period of 90 days from today within which the petitioner would take steps for appointment of an Arbitrator in accordance with the terms of the agreement.

It will be open to the Arbitrator to extend/modify/vacate the present order after hearing the parties and in accordance with law.

This order is being passed without prejudice to the rights and contentions of either party.

Dasti.

NAVIN CHAWLA, J

DECEMBER 04, 2017
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