

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

FRIDAY, THE 22ND DAY OF OCTOBER 2021

THE HON'BLE MR. JUSTICE V.PARTHIBAN

Arb.Appln. No.229 of 2021

In the matter of Arbitration &
Conciliation Act, 1996

and

In the matter of Disputes between
M/s. Equitas Small Finance Bank
Limited and Mr.Jagannath Sampat
Ganawane and another Arising under
Loan Agreement Dated 29/12/2018
bearing Loan Agreement
No.SLSATRA0211442.

M/s.Equitas Small Finance Bank Limited,
4th Floor, Phase-II, Spencer Plaza,
769, Anna Salai, Chennai,
Tamil Nadu – 600 002.

Represented by its Authorised Signatory

Mr.R.S.Bharath (Emp.No.31681)

... Applicant

-Versus-

1.Mr.Jagannath Sampat Gangawane,
At Valase Post,
Shendre Tal Satara Shendare,
Near ZP School,
Satara, Maharashtra – 415 519.

... Borrower/Respondent-1

2.Mrs.Rajashri Jagannath Gangavane,
At Valase Post,
Shendre Tal Satara Shendare,
Near ZP School,
Satara, Maharashtra – 415 519.

... Co Borrower/Respondent-2

3.M/s Ajinkyatara Sahakari Sugar Factory,
Sugar Department, A/P, Shendra Tal &
Satara, Maharashtra – 415 519.

... Garnishee/Respondent-3

Application praying that this Hon'ble Court be pleased to pass an order prohibiting the Garnishee from making payment up to a limit of Rs.43,516.00/- withholding the salary of 1st Respondent every month to the extent as contemplated in section 60 of C.P.C.viz after deducting the first Rs.1,000/- of the salary of the 1st respondent and withholding 1/3rd of the remainder salary and restrain the 1st respondent from receiving the salary amount so withheld from the Garnishee/Respondent-3 and further direct the Garnishee/Respondent-3 to deposit the amount of salary so withheld every month to the credit of the above application pending initiation and disposal of arbitration proceedings between the Applicant and the Respondents and till enforcement of the award that may be ultimately passed in the arbitration proceedings.

This application coming on this day before this court for hearing in the presence of Mr.D.Pradeep Kumar, Advocate for the applicant herein, and the respondents herein not appearing in person or by advocate and upon reading the Judge's Summons and the affidavit of R.S.Bharath filed herein, it is ordered as follows:-

That M/s Ajinkyatara Sahakari Sugar Factory, the Garnishee herein be and are hereby prohibited from making payment up to a limit of

Rs.43,516.00/- withholding the salary of 1st Respondent every month to the extent as contemplated in section 60 of C.P.C.viz after deducting the first Rs.1,000/- of the salary of the 1st respondent and withholding 1/3rd of the remainder salary.

2.That Mr.Jagannath Sampat Gangawane, the 1st respondent herein be and is hereby restrained from receiving the salary amount so withheld from the Garnishee/Respondent-3.

3. That the 3rd Respondent/Garnishee herein be and is hereby directed to deposit the amount of salary so withheld every month to the credit of the above application.

WITNESS THE HON'BLE MR. JUSTICE SANJIB BANERJEE,
CHIEF JUSTICE, HIGH COURT AT MADRAS AFORESAID, THIS THE
22nd DAY OF OCTOBER 2021.

Sd/-
ASSISTANT REGISTRAR (Comm.Cases)
//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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MU

30.12.2021

Arb.Appln. No.229 of 2021

ORDER

DATED : 22.10.2021

THE HON'BLE MR.JUSTICE
V.PARTHIBAN

FOR APPROVAL: 30.12.2021

APPROVED ON: 06.01.2022

Copy to:-

1. The Registrar General,
High Court, Madras.
2. Accounts Section.

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Application praying that this Hon'ble Court be pleased to pass an order prohibiting the Garnishee from making payment up to a limit of Rs.43,516.00/- withholding the salary of 1st Respondent every month to the extent as contemplated in section 60 of C.P.C.viz after deducting the first Rs.1,000/- of the salary of the 1st respondent and withholding 1/3rd of the remainder salary and restrain the 1st respondent from receiving the salary amount so withheld from the Garnishee/Respondent-3 and further direct the Garnishee/Respondent-3 to deposit the amount of salary so withheld every month to the credit of the above application pending initiation and disposal of arbitration proceedings between the Applicant and the Respondents and till enforcement of the award that may be ultimately passed in the arbitration proceedings.

This Application coming on this day before this court for hearing **the court made the following order:-**

This Application is filed to pass an order prohibiting the Garnishee from making payment upto a limit of Rs.43,516.00/- withholding the salary of first respondent every month to the extent as contemplated in Section 60 of C.P.C viz., after deducting the first Rs.1,000/- of the salary of the first

respondent and withholding 1/3rd of the remainder salary and restrain the first respondent from receiving the salary amount so withheld from the Garnishee / respondent – 3 and further direct the garnishee/ respondent-3 to deposit the amount of salary so withheld every month to the credit of the above application pending initiation and disposal of arbitration proceedings between the applicant and the respondents and till enforcement of the award that may be ultimately passed in the arbitration proceedings.

2.The case of the applicant is that the first respondent has availed loan of Rs.9,50,000/- along with interest under Loan Agreement No.SLSATRA0211442 dated 29.12.2018 in respect of TATA Heavy Commercial Vehicle. The loan was to be repaid in 48 monthly installments. The date of first installment was on 05.02.2019 and the installments were to run till 05.07.2022. The first respondent has paid initial few installments and thereafter, the first respondent has become chronic defaulter. It is further submitted that first respondent has secreted the vehicle and as such the applicant is unable to seize the vehicle. The learned counsel for the applicant would submit that if the amount due to the applicant is not secured by issuance of Garnishee order, the applicant will be greatly prejudiced and will not be able to recover the amount due.

3.This Court finds that the respondents have been served and their names have also been printed in the cause list. But, there is no

representation on behalf of them.

4.This Court is satisfied with the submissions made on behalf of the learned counsel for the applicant and also with the reasons stated in the affidavit filed in support of the Application. Accordingly, this Application stands allowed.

Sd./-V.P.N.J.
22.10.2021

//Certified to be true copy//

Dated at Madras this the day of 2020.

COURT OFFICER(O.S.)

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