

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
(Commercial Division)
ORIGINAL SIDE

AP-COM/362/2024
AP/609/2023

UGRO CAPITAL LIMITED
VS
ASHA COAT AND ORS.

BEFORE:
The Hon'ble JUSTICE RAVI KRISHAN KAPUR
Date : 1st April, 2024.

Appearance:
Mr. K. K. Pandey, Adv.

The Court: This is an application under Section 9 of the Arbitration and Conciliation Act, 1996.

It is submitted on behalf of the respondents that pursuant to the negotiations by and between the petitioner and the predecessor-in-interest of the respondents, the petitioner had extended loan facilities to the extent of Rs.25,44,500/- to the respondents. By a loan agreement dated 31st December, 2021, the respondents were obliged to repay the said loan amount in 24 monthly instalments of Rs.1,29,505/- each commencing from 3rd February, 2022. After making repayment of initial instalments, the respondents failed and neglected to make any further payments in terms of the agreement or otherwise.

In such circumstances, by a letter dated 5th August, 2022, the petitioner terminated the loan agreement and recalled the entire loan amount aggregating

to Rs.23,59,074/-. Thereafter, the arbitration clause has been invoked and an Arbitrator was appointed.

It appears from the different orders passed from time to time that the matter has been pending since September, 2023 and the respondents have only procrastinated matters. The petitioner now apprehends that in order to obstruct or delay the execution of any award which may be passed against the respondents, the respondents may dispose of their moveable and immoveable properties, rendering any award inexecutable. The petitioner has also been able to ascertain the properties of the respondents, particulars whereof are morefully described in Annexure 'F' of the application.

In view of the aforesaid, the petitioners have been able to make out a strong *prima facie case* on merits. The balance of convenience and irreparable injury is also in favour of orders being passed as prayed for.

In such circumstances, there shall be an order in terms of prayer (e) of the Notice of Motion.

In view of the aforesaid, AP/609/2023 stands disposed of.

The petitioner is directed to take immediate steps for appointment of an Arbitral Tribunal in terms of the arbitration clause. In default of taking any steps within a period of one month from date, the interim order shall stand automatically vacated.

(RAVI KRISHAN KAPUR, J.)