

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO. 253 OF 2024

Mahindra and Mahindra Financial Services Ltd. ...Petitioner

Vs.

Trilok Chand and Company & Ors. ...Respondents

Adv. Zerick Dastur a/w Khushil Shah, Jennifer Sanjana i/by Zerick Dastur for the
Petitioner.

CORAM : ARIF S. DOCTOR, J.

DATE : 21ST OCTOBER, 2024

P.C.:-

1. Mr. Dastur, Learned Counsel for the Petitioner points out that by an order dated 7th October, 2024, this Court had after noting the defaults on the part of the Respondents granted the Petitioner interim reliefs in terms of prayer clause (a) and (d). He places reliance upon an Affidavit of Service dated 18th October, 2024 and points out that the Respondents have refused to accept the service on the commercial address, however, it is delivered at their residential address. Respondents though served with the previous order, have today failed to comply with the same. It is in these circumstances that Mr. Dastur points out that the Respondents are yet not complying with the orders of this Court as also not appearing before this Court. It is in these circumstances that he today presses for further relief in terms of prayer clause (g) of the Petition which reads thus:-

*“g. That pending the hearing and final disposal of the arbitral proceedings, and until the execution of the arbitral award, the Hon'ble Court be pleased to direct attachment of bank account with ICICI Bank, Rewari Branch bearing account no. 662005600373 and IFSC Code ICIC0000626 and other Bank accounts as disclosed pursuant to prayer (d), and the said Banks shall not allow withdrawal from the said Bank Accounts to the extent of a sum of **Rs. 1,34,07,197.69/- (Rupees One Crore Thirty Four Lakhs Seven Thousand One Hundred and Ninety Seven and Sixty Nine paisa Only)** and overdue and other applicable charges, being amounts due to the Petitioner.”*

2. After having heard Learned Counsel, I am satisfied that the Respondents have been served and the Respondents have not complied with the previous order of this Court. Respondents have additionally not appeared before this Court and even sought an extension of time to comply. Thus in my view, the Respondents' non compliance with the order of this Court coupled with the fact that there is an amount in excess of Rs.1.34 crores payable by the Respondents to the Petitioner, a case to grant interim relief in terms of prayer clause (g) has been made out. Therefore, there will be an order in terms of prayer clause (g) reproduced above.

3. Stand over to 27th November, 2024 for hearing.

(ARIF S. DOCTOR, J.)