

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION PETITION NO.280 OF 2024

Cargosol Logistics Limited

... Petitioner

V/s.

Devsar Overseas & Ors.

... Respondents

Mr. Aman Kacheria a/w Neel Kothari & Murtaza Bhora i/by Agarwal &
Dhanuka Legal for the Petitioner.

CORAM : ARIF S. DOCTOR, J.

DATE : 19TH SEPTEMBER 2024

P.C. :

1. The captioned Arbitration Petition has been filed under Section 9 of the Arbitration & Conciliation Act, 1996 and arises out of Confirmation and Undertaking Agreement dated 16th January 2023 entered into between the Petitioner and Respondent Nos.2 and 3, who are the partners of Respondent No.1.

2. Learned Counsel appearing on behalf of the Petitioner points out that the Petitioner had lent certain money to the Respondents. He places reliance upon an e-mail communication dated 3rd July 2023 addressed by the

Petitioner to Respondent No.3 calling upon Respondent No.3 to provide ledger confirmation for quarterly audit purpose of sum of Rs.46,82,650/–, which was due and payable by the Respondents to the Petitioner. He points out that this amount was duly confirmed by the Respondents by e-mail dated 7th July 2023. He also invites my attention to an e-mail dated 24th August 2023 addressed by the Respondents to the Petitioner from which he points out that the Respondents have not disputes that the amounts were outstanding, but had only sought further time to make payment. He submits that despite this assurance and undertaking, the amount due and payable under the Confirmation and Undertaking Agreement dated 16th January 2023 has not been paid.

3. Learned Counsel appearing on behalf of the Petitioner has placed reliance upon an Affidavit of Service dated 10th September 2024 from which he points out that though the Respondents have been served, none appeared on behalf of the Respondents. It is in these circumstances that today Learned Counsel presses for the reliefs in terms of prayer clause (b) of the Petition.

4. I have heard Learned Counsel, perused the record and I am *prima facie* satisfied that the Respondents have not disputed the liability to repay the Petitioner sum of Rs.46,82,650/–. The Respondents have also not today appeared and opposed the present Petition. Hence, I find that the Petitioner is

entitled to limited interim reliefs in terms of prayer clause (b), which reads thus:-

“b. That pending the hearing and final disposal of the arbitration proceedings, the Respondents be directed to disclose on affidavit, the details of all their properties/assets, both movable and immovable (including all bank accounts) and disclose details regarding existing security interest/charge/encumbrance created by the Respondents over the said disclosed properties/ assets;

5. Issue notice to the Respondents, returnable on 10th October 2024.
6. Stand over to 10th October 2024 for further hearing.

(ARIF S. DOCTOR, J.)