

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO. 305 OF 2024

Infinity Fincorp Solutions Private Limited

...Petitioner

Vs.

Ram Narayan Meena & Ors.

...Respondents

Adv. Tikshita Modi i/by Akhil Modi & Associates for the Petitioner.

CORAM : ARIF S. DOCTOR, J.

DATE : 21ST OCTOBER, 2024

P.C.:-

1. This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 arising out of s Sanction Letter dated 26th November, 2022 read with Loan Agreement dated 30th November, 2022 by and under which the Petitioner lent an advance to the Respondents a sum of Rs.6,50,000/- against mortgage property, more particularly mentioned in the schedule at page 61 of the Petition.

2. Learned Counsel for the Petitioner invites my attention to the Loan Agreement and points out that the same contains arbitration clause. She then invites my attention to the Loan Recall Cum Invocation Notice dated 27th July, 2024, by which the Petition recalled the entire loan as also invoked the

arbitration. She points out that despite due service of the same upon the Respondents, there was no response. She submits that a copy of the present Petition has also been served upon the Respondents and an Affidavit of Service is filed which shows the notice is duly served upon the Respondents and they have not appeared. Hence, it is in these circumstances that Learned Counsel today presses for interim reliefs in terms of prayer clause.

3. After having heard Learned Counsel and perusing the record, I am satisfied that the Respondents though served have not appeared. I am also prima facie satisfied that the Respondents are in breach of their obligations under the said Loan Agreement. It is thus I find that the Petitioner has made out a case for grant of ad interim relief in terms of prayer clause (a). Therefore, there will be an order in terms of prayer clause (a) which reads thus:-

“a. That pending the hearing and final disposal of the Interim Application the order of injunction restraining the Respondents and their servants and agents or any persons claiming through them from transferring and/or creating any third-party rights on the property situated at Dhani Rahuvas Tibara, Gram Rahuvas, Kalawas, Dausa, Dausa-303505, Rajasthan.”

4. Stand over to 4th December, 2024 for hearing.

(ARIF S. DOCTOR, J.)