

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

COMMERCIAL ARBITRATION PETITION NO.225 OF 2024

Tata Motors Finance Limited

... Petitioner

V/s.

Rootvizor Logistics & Ors.

... Respondents

Mr. Mithilesh Chalke a/w Gaurav Jangle i/by I. V. Merchant & Company for the
Petitioner.

CORAM : ARIF S. DOCTOR, J.

DATE , 2ND SEPTEMBER 2024

P.C. :

1. The present Petition has been filed under Section 9 of the Arbitration & Conciliation Act, 1996 and arises out of a Fuel Loan Agreement entered into between the Petitioner and Respondent No.1, which is a partnership firm, of whom Respondent Nos.2 and 3 are the partners.

2. Learned Counsel appearing on behalf of the Petitioner invites my attention to the Fuel Loan Agreement, from which he points out Clause 6, which provides for the events of defaults on the part of the Respondents in making

payment or part payment of the outstanding balance amount under the said Fuel Loan Agreement. Learned Counsel submits that since there was default on the part of the Respondents in making payments to the Petitioner under the Fuel Loan Agreement, the Petitioner by letter dated 8th February 2024 (Recall Notice) terminated the said Fuel Loan Agreement and called upon the Respondents to make payment of a sum of Rs.77,41,134/-. He submits that there was no response to this notice. Hence, the Petitioner vide a notice dated 1st April 2024 (Invocation Notice) invoked the arbitration clause contained in the Fuel Loan Agreement and has also suggested names of the Arbitrators and called upon the Respondents to confirm the same. He points out that the Respondents did not respond to the said Invocation Notice as well. Learned Counsel points out from the said Fuel Loan Agreement that the same contained arbitration clause and is duly executed by Respondent No.1. It is thus that today Learned Counsel submits that given that there is admittedly defaults on the part of the Respondents under the Fuel Loan Agreement, the Petitioner is entitled to grant of prayer clause (b), which seeks order of disclosure.

3. After having heard Learned Counsel appearing on behalf of the Petitioner, I am satisfied that the Respondents, though served, have not appeared. The Affidavit of Service shows that the Respondents have refused the service. Today, there is no dispute before me as to the defaults on the part of the

Respondents. Hence, I find that the Petitioner has made out a case for grant of prayer clause (b), which reads as follows :-

“b) that pending hearing and final disposal of the present Arbitration proceedings, making of the Arbitral Award and until final execution of the Arbitral Award, the Respondent No.2 and Respondent No. 3 be ordered and directed by this Hon'ble Court to forthwith file an Affidavit disclosing the details of all the moveable and immovable properties, investments, shares, securities, fixed deposits belonging to him with encumbrances if any alongwith supporting documents, including all the Bank accounts maintained by Respondents individually and/or jointly and furnish periodical Bank statements of all the Bank Accounts disclosed and belonging to the Respondents and his income tax returns from the date of disbursement of the facility till date;”

4. The Respondents shall therefore make its disclosure within two weeks from the date on which a copy of this order being served upon the Respondents by Learned Counsel for the Petitioner.

5. Stand over to 9th October 2024 for hearing on further ad-interim reliefs.

(ARIF S. DOCTOR, J.)