MULEY SHUBHAM PRAVINRAO
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Date: 2024.09.19 17:30:12 +0530

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 294 OF 2024

Tata Motors Finance Limited ...Petitioner

Vs.

Tej Pal Choudhary ...Respondent

Mr. Saurabh Oka for the Petitioner.

CORAM : ARIF S. DOCTOR, J.
DATE : 18TH SEPTEMBER, 2024

P.C.:-

1. The present Section 9 Petition arises out of a Loan-cum-Hypothecation-cum-Guarantee Agreement dated 21st October, 2021 by and under which the Petitioner lent advance to the Respondent a sum of Rs.16,97,000/- for purchase of a commercial vehicle.

2. Learned Counsel for the Petitioner invites my attention to the said Agreement and points out that the same contains an arbitration clause being clause No.21. He then invites my attention to events of default clause being clause No.11 which entitles the Petitioner to recall the said loan on the happening of any of the events mentioned therein which includes non payment of installment. Learned Counsel submits that the Respondent after making payment of a few installments, has committed a default in payment of the

balance amount and it is thus that the Petitioner issued a loan recall notice by which, the Petitioner has also invoked arbitration.

3. Learned Counsel submits that though an Arbitrator in fact came to be appointed, the same was a unilateral appointment and thus he fairly submits was bad in law. It is thus Learned Counsel for the Petitioner submits that the present Petition has been filed under Section 9 seeking various interim measures of protection and that the Petitioner has invoked arbitration afresh. Learned Counsel points out that insofar as the loan recovery notice dated 13th January, 2024 is concerned, there was no reply to the same and thus the Respondent has at no stage raised any dispute regarding the outstanding payment. Learned Counsel therefore today seeks interim relief in terms of prayer clauses (a), (e) and (h) which read as under:-

> *"a. That this Hon'ble Court be pleased to direct the Respondent to disclose on oath, an affidavit disclosing his assets and properties, movable and immovable, and also including its specific location, also furnishing details of all their bank accounts with updated statements, ITR returns for past 3 years, of each account and also their investments in stock trading and shares any investment of any nature of the Respondent and also his interest and share therein, this Hon'ble Court also be pleased to attach these said bank accounts of the Respondent and issue directions to the concerned Banks not to allow withdrawals to the extent of all the amounts claimed by the Petitioner.*
>
> *e. That this Hon'ble Court be pleased to direct the Respondent to disclose the details of the location of the vehicles deployed.*

h. Without prejudice to any of the prayers, the Hon'ble Court be pleased to by an order and injunction, to restrain the Respondents by himself, his associates, servant or agents from disposing off and / or alienating his rights, title and interest and / or parting with the possession with the asset mentioned in "Exhibit-C" till all the dues so payable by the Respondents are realized."

4. Given the fact that I am *prima facie* satisfied of the default on the part of the Respondent and that today none has appeared on behalf of the Respondent, I find sufficient cause has been made out for grant of the aforesaid prayers. Therefore there shall be an interim relief in terms of the said prayers already reproduced above.

5. Issue notice to the Respondent returnable on 9th October, 2024. Additionally, Learned Counsel for the Petitioner shall also serve notice upon the Respondents.

6. Stand over to 9th October, 2024.

(ARIF S. DOCTOR, J.)