

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 298 OF 2024

Tata Motors Finance Limited

...Petitioner

Vs.

Tej Pal Choudhary

...Respondent

Mr. Saurabh Oka for the Petitioner.

CORAM : ARIF S. DOCTOR, J.

DATE : 9TH OCTOBER, 2024

P.C.:-

1. Today, Learned Counsel appearing on behalf of the Petitioner invites my attention to the previous order passed by this Court dated 18th September, 2024. He points out that Respondent despite being served as directed in the said order, has today once again remained absent. He places reliance upon an Affidavit of Service of one Mr. Sushil Sakpal to prove service of the said order upon the Respondent.

2. I have, in my order dated 18th September, 2024, noted the Respondent's default to make due repayment of amount lent in advance to the Respondent under a Loan-cum-Hypothecation-cum-Guarantee Agreements dated 12th September, 2022. It is therefore not necessary to set out the same again. I had also granted interim relief in terms of prayer clauses (a), (e) and (h).

3. Learned Counsel for the Petitioner today points out that the Respondent has failed to comply with the said order and it is thus that he today presses for further interim relief in terms of prayer clauses (b) and (i) of the Petition. Given that the vehicles in question are hypothecated to the Petitioner, I find that the Petitioner has at this stage made out a case for the grant of interim relief in terms of prayer clause (i) which reads thus:-

"i. That, this Hon'ble Court be pleased to issue directions in favour of the Petitioner to take possession and to deal with the said movable property which is more particularly described in "Exhibit-C" to the petition and the immovable properties upon disclosure of such properties as per relief sought in Prayer Clause 'A' with further direction in favour of the Petitioner to seek assistance of the police by approaching concerned police station upon payment of necessary charges for seeking police assistance for taking charge of the said property more particularly described in "Exhibit-C" and the other properties as prayed for as the Hon'ble court may deem fit and proper."

4. I accordingly allow the same. The Petitioner is therefore permitted to take possession of the said vehicles as more particularly set out in Exhibit-C of the Petition.

5. At this stage, Learned Counsel for the Petitioner submits that in the order dated 18th September, 2024, in paragraph No.2, arbitration clause is inadvertently mentioned as being clause No.21 instead of 23 and events of default clause is mentioned as clause No.11 instead of 12. The said order be corrected to read accordingly.

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

(ARIF S. DOCTOR, J.)