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

ARBITRATION PETITION NO. 103 OF 2024

Neogrowth Credit Private Limited

...Petitioner

Versus

Maana Clothing and Ors.

...Respondents

Ms. Bijal Gogri *i/b GNP Legal for the Petitioner.*
None for the Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 9, 2025

PC :

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 ("***the Act***") seeking interlocutory protective reliefs in connection with disputes and differences relating to an Agreement dated December 2, 2021 ("***Agreement***"). Clause 14.15 of the Agreement contains the arbitration clause, which, in the interest of brevity, is not extracted herein.

2. The Respondents have evidently committed a default in servicing the loan. It is seen from the record that a notice in this regard was issued on March 15, 2023. Learned Counsel for the Petitioner submits that the amount due under the Agreement, as claimed by the Petitioner from the Respondent is to the tune of Rs.37,35,332.12/-. It is seen from the record that this Petition has been served on the Respondents, but the Respondents have not entered appearance. It is seen from the record that despite giving an opportunity there has been no response from the Respondent.

3. Learned Counsel for the Petitioner submits that there is an evident default, and despite issuance of a notice, there is no response at all, necessitating the protection of the subject-matter of the arbitration agreement. It is submitted that the subject-matter of the arbitration agreement runs the risk of being dissipated and denuded, rendering the very arbitration infructuous. Consequently, urgent interlocutory relief is sought.

4. None appears for the Respondent today as well. In these circumstances, Learned Counsel for the Petitioner presses for interim relief in terms of prayer clause (a) and (f). Considering the number of opportunities given to the Respondents over the last two years, it would be appropriate to mould and grant the same as follows :

(a) That, pending the hearing and final disposal of the arbitration proceedings or at any time after making of the Arbitral Award but before it is enforced in accordance with Section 36 of the Arbitration and Conciliation Act 1996, the Respondent Nos. 1 to 3 be directed to disclose their un-encumbered immovable and movable properties, income sources, rent receivables;

(f) The Bank Accounts of the Respondents No.1 namely Maana Clothing held at (i) Union Bank having Current Account number 441605010050099 located at Mumbai - Bhatbazar branch having its IFSC Code as UBIN0531596 (ii) Canara Bank having current Account number 2840201000511 located at MIDC Andheri East branch having IFSC Code as CNRB0002840, be frozen for debits.

5. It is made clear that should the Respondents be desirable of varying, altering or vacating the *ad-interim* relief granted hereby, the Respondents may appear before the Arbitral Tribunal, and present its say.

6. Learned Counsel for the Petitioner undertakes that an application under Section 11 of the Act is yet to be filed but will be filed. Liberty to do so within a period of 30 days from the upload of this Order on

this Court's website to enable time to invoke arbitration afresh and file the same.

7. In these circumstances, list this Petition along with the Section 11 Application after four weeks i.e. on ***July 7, 2025***.

8. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]