

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO. 309 OF 2024**

Mahindra And Mahindra Financial Services Ltd ...Petitioner

Versus

Seikaku Engineers Private Limited & Ors ...Respondents

Mr. Manan Sanghai, a/w Bhagwat Yadav, intern Anish Chauhan,
for the Petitioner.

None for Respondents.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JULY 24, 2025

ORDER :

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 July 26, 2022 and May 31, 2022 (“***Agreement***

2. 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.55,89,291.22/-. It is seen from the

record that this Petition has been served on the Respondents, but the Respondents have not entered appearance.

3. Learned Counsel for the Petitioner submits that there is an evident default, and despite issuance of a notice(s), 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. Since despite notice, the Respondents have not appeared, Learned Counsel seeks reliefs sought in prayer clauses (i) and (ii). A case has been made out for grant of *ad interim* reliefs, and moulding, if any, is as considered appropriate by this Court. Such *ad interim* reliefs would apply pending the consideration of further interim relief by the Arbitral Tribunal that would be constituted in the matter:

(i) The Respondents and/or its agents, employees and any/all other persons engaged with the Respondents are temporarily restrained from in any manner dealing with, disposing off, selling, transferring, encumbering, parting with possession and/or creating third party rights in any of their assets using and/or mitigating the assets including but not limited to ICNC PRESS BRAKE 1 4 AXIS- Y1, Y2,X & CROWNING ICAP- 100 T X 3100 MM WITH ESA 8630;

(ii) That pending the hearing and final disposal of the present proceedings, the Hon'ble Court be pleased to direct the Respondents to handover the possession of ICNC PRESS BRAKE 1 4 AXIS- Y1, Y2,X & CROWNING ICAP- 100 TX 3100 MM WITH ESA 8630 to the Petitioner.

5. It is made clear that should the Respondents be desirous of varying, altering or vacating the *ad-interim* relief granted hereby, the Respondent 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. In these circumstances list this Petition along with the Section 11 Application after four weeks i.e. on ***August 14, 2025***.

7. 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.]