

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

**ARBITRATION PETITION NO.392 OF 2024
ALONG WITH
CONTEMPT PETITION (L) NO.31690 OF 2023
IN
ARBITRATION PETITION NO.392 OF 2024**

Aditya Birla Finance Limited ...Petitioner

Versus

Sanchaiti Hospital Pvt. Ltd.& Ors. ...Respondents

Ms Bijal Gogri, Advocate for Petitioner.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JANUARY 10, 2025

PC :

1. It is seen from the record that this is a matter where by an Order dated March 27, 2023, Learned Single Judge of this Court had been pleased to grant ad-interim relief in terms of prayer-clause (f), namely, to attach the bank accounts identified in that prayer.

2. Although the Respondents had also been directed to disclose their movable and immovable properties within a period of two weeks from that date, no such affidavit has been filed till date. It is also seen that the matter has been listed on multiple occasions. From the remarks of the Registry, it is evident that there have been multiple

times where the Petition has been served upon the Respondents, and on the occasion they have even refused to accept service.

3. Today, when the matter is called out, Learned Counsel for the Petitioner submits that one Mr. Arvind had entered appearance for Respondent No.3 on January 31, 2024. It is seen from the record that liberty was granted to Respondent No.3 to file an affidavit-in-reply on or before February 23, 2024, that too has not been done till date. Consequently, despite having obtained ad-interim reliefs in the matter, the Petitioner is in the same position that it was in by March 2023.

4. In these circumstances, Learned Counsel for the Petitioner prays that prayer-clause (d) may be granted. Considering the manner in which the proceedings have been dealt with by the Respondents, I see no reason not to grant the aforesaid prayer. Consequently, reliefs prayed for in prayer clause (d) is hereby granted. For felicity, prayer clause (d) is extracted below:-

“That, the Respondent Nos.1 to 3 be ordered and directed to deposit with this Hon' ble Court and/or to furnish solvent security by way of bank guarantee to the tune of Rs.87,65,712.52/- (Rupees Eighty-Seven Lakhs Sixty-Five Thousand Seven Hundred and Twelve and Paise Fifty-Two Only) to secure the claim of the Petitioner under the present petition.”

5. Advocates for the Petitioner shall once again serve a copy of this order on the Respondents by all permissible means of service and file a service affidavit to that effect on or before **January 22, 2025**.

6. Learned Counsel for the Petitioner also seeks an imposition of a second charge on certain properties of Respondent Nos.1 to 3. This shall be considered on the next date.

7. Stand over to ***January 22, 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.]