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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO. 12 OF 2025

TATA MOTORS FINANCE LTD.

...Petitioner

Versus

MOHAMMED KHAN ARIF & Anr.

....Respondents

Ms. Sheetal Prakash a/w *Abhiishek Bhaduri, Abayjeet Khairwar and Arif Ansari, i/b Ravi Goenka, for Petitioner.*

None for Respondents.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : January 16, 2025

P. C.

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 containing an arbitration clause, which is annexed at Exhibit ‘B’ to the Petition. The commercial vehicles financed pursuant to the agreement are listed at Exhibit ‘C’ to the Petition. Clause 23 of the agreement contains the arbitration clause, which, in the interest of brevity, is not extracted herein. The agreement contains an explicit clause for re-possession of the vehicles.

2. The Respondents committed a default in servicing the loan on June 30, 2024. It is seen from the record that defaults occurred under the agreement and the demand notice was issued on July 31, 2024. A vehicle inspection notice dated July 26, 2024 was also issued. Learned Counsel for the Petitioner submits that the amount due under the agreement, as claimed by the Petitioner from the Respondents, is to the tune of Rs. 92,74,868.75. 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 demand notice and a vehicle inspection notice, there is no sighting of the vehicles financed (the subject property relating to the arbitration). She submits that the vehicles run the risk of getting lost or dissipated, rendering the arbitration infructuous. Consequently, she seeks urgent interlocutory relief.

4. Since despite notice, the Respondents have not appeared and have not replied to the notices issued by the Petitioner, it would be appropriate to issue ***ad-interim*** relief in terms of prayer clause (j), as moulded below:

The Petitioner is hereby entitled to take possession and to deal with the said movable property which is more particularly described in the schedule which is marked and annexed as "Exhibit -C" to the present Petition 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 the schedule which is marked and annexed as "Exhibit -C" to the present Petition .

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 on the next date and present their say.

6. With the aforesaid directions, this Petition is stood over to ***March 30, 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.]