

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO. 50 of 2025

TATA MOTORS FINANCE LTD.

....Petitioner

Versus

DHANAJI KAMBLE & Anr.

....Respondents

Mr. Gaurav Jangle a/w. *Prathamesh Mandare i/b IV Merchant and Co.*
for Petitioner.

None for Respondents.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : January 22, 2025

P. C.

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (“*the Act*”) in connection with a loan agreement dated November 19, 2021, by which certain commercial vehicles had been financed by the Petitioner, the details of which are as under :

<i>Sr. No.</i>	<i>Contract No.</i>	<i>Contract date</i>	<i>Vehicle Model</i>	<i>Registration No.</i>
1	5004210451	19-Nov-21	SIGNA 4625 S	MH14JL7113
2	5004479780	18-Jan-23	SIGNA 5525 S	MH14KQ0854
3	5004479782	18-Jan-23	SIGNA 5525 S	MH14KQ0852
4	5004570961	31-Aug-23	SIGNA 5530 S	MH14LB0530
5	5004570963	31-Aug-23	SIGNA 5530 S	MH14LB0527
6	5004570965	31-Aug-23	SIGNA 5530 S	MH14LB0529

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*Corrected as per Order dated January 30, 2025

7	5004577743	27-Sep-23	MHCVBODY	MH14LB0530
8	5004577745	27-Sep-23	MHCVBODY	MH14LB0527
9	5004577747	27-Sep-23	MHCVBODY	MH14LB0529

2. Learned Counsel for the Petitioner seeks urgent ad-interim reliefs since he has not only invoked arbitration seeking recovery of the amounts due pursuant to the default on the loans, but also sought an inspection of the vehicles, which notice is unanswered by the Respondents. He has also served this Petition on the Respondents which is seen in the service affidavit dated January 22, 2025, which is taken on the record.

3. Since it is evident that arbitration was indeed invoked on July 27, 2024, and an inspection notice was issued on August 6, 2024, both of which went unanswered, and since despite notice, none appears for the Respondents today, it would be appropriate to grant ad-interim reliefs in terms of prayer clauses (a), (e) and (f) (as moulded) below :-

Pending the hearing and final disposal of the arbitration, the Respondents by themselves or servants, assigns, employees, agents, representatives, officers, or any other person/s claiming through or under them or under any instrument, whatsoever, are restrained from, in any manner, selling, alienating, transferring, parting with the possession of, encumbering, dealing with, disposing of or creating any third party rights or interest of whatsoever nature and in any manner whatsoever in respect of their hypothecated commercial vehicles referred to above, and also in respect of movable and/or Immovable properties/assets, or any portion thereof, directly and/or indirectly, belonging to Respondent.

The Respondents are directed to disclose the current and exact detailed location of the aforesaid hypothecated vehicles on oath and to hand over peaceful possession of the Hypothecated Vehicles to the Court Receiver, High Court, Bombay or any fit and proper person, at the predesignated place as may be fixed the Court Receiver.

If the Respondents fail to hand over possession of the aforesaid hypothecated vehicles, pending the hearing and final disposal of the arbitration, the Court Receiver, High Court, Bombay shall take forcible physical possession, by breaking open seal/ locks of whatsoever nature or by whomsoever put on the premises where the said hypothecated vehicles are lying, with or without giving notice of their visit to the Respondent, with a direction to visit the place where the assets of the Respondent is lying/ situate and take physical possession of the same from the Respondent and or the person in possession of the same, with police assistance, if necessary. The Court Receiver so appointed may hand over the hypothecated assets so possessed to the Petitioner as an agent of the Court Receiver.

4. Ad-interim relief in the aforesaid terms is hereby granted. The Respondents shall be at liberty to approach this Court seeking to vary, modify, alter or vacate the ad-interim reliefs hereby granted. Advocates for the Petitioner shall once again serve a copy of this order on the Respondents to put them to notice that the matter would be taken up for final disposal on the next occasion. In the interregnum, the Petitioner undertakes to initiate proceedings under Section 11 of the Act for an actual appointment of an arbitral tribunal, since the clause containing the arbitration agreement in the loan agreement entails appointment by the Petitioner.

5. Consequently, with the aforesaid directions, list on ***February 20, 2025***, on which date the Court shall be updated about the status of invocation of the arbitration proceeding, under the caption, “***Final Hearing-Section 9***”.

6. 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.]