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

COMMERCIAL ARBITRATION PETITION NO. 104 OF 2025

Aditya Birla Housing Finance Limited ... Petitioner
Vs.
Axis Bank Limited & Ors. .. Respondent(s)

Ms. Megha Gupta *a/w. Lavanita, Pranjali Khemnar i/b Hedgehog and Fox LLP, for Petitioner.*

CORAM : SOMASEKHAR SUNDARESAN, J.
Date : July 10, 2025

Order :

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 ("***the Act***").

2. Learned Counsel for the Petitioner would submit that by an agreement dated September 4, 2023, the Petitioner extended a loan to Respondent Nos. 2 to 5. The end use of such loan was, among others, used to repay and foreclose amounts owed by Respondent Nos. 2 to 5 to Axis Bank. Two foreclosure letters, dated August 28, 2023 and April 25, 2023, from Axis Bank, setting out the precise amounts due and owing on these facilities form a part of the record. It is also evident from the record that the corresponding amounts were indeed paid by way of payment instruments by the Petitioner

to Axis Bank, which would then correspond with the foreclosure having been completed.

3. The Petitioner is also in possession of power of attorney issued by Respondent Nos. 2 to 5 which would empower the Petitioner to deal with Axis Bank as if it were these Respondents who are dealing with the Bank.

4. By an order dated March 28, 2025, notice was issued to Axis Bank giving Axis Bank, Respondent No. 1 giving the bank an opportunity to explain why the title deeds in its possession, deposited by the other Respondents, ought not to be released to the Petitioner.

5. Special care was taken to ensure that the order is served on the Chief Compliance Officer of the bank to ensure compliance with the directions. Thereafter, on April 9, 2025, the time to serve the order was extended until April 23, 2025. Till date, Axis Bank has neither entered appearance nor corresponded with the Petitioner.

6. Meanwhile, Respondent Nos. 2 to 5 are said to have defaulted in their obligations owed to the Petitioner, necessitating access of the Petitioner to security in the form of title documents, which in any case, if the Axis Bank's

facilities are foreclosed, have no business remaining in the custody Axis Bank.

7. However, Axis Bank is simply refused to hand over the title deeds to the Petitioner, and has chosen to stay away from appearance in this Court. It is seen also seen from the record that as of January 10, 2024, when the Petitioner wrote to Axis Bank, there was no reply. However, thereafter, a letter dated June 19, 2024 from the Petitioner to Axis Bank elicited a reply from Axis Bank through a notice from a lawyer bearing two dates (July 6, 2024 and July 15, 2024), simply accusing the Petitioner of not following norms and also denying foreclosure. Such a reply, on the letterhead of lawyers for Axis Bank appears to be directly in conflict with the foreclosure letters from the system of Axis Bank which forms a part of the record.

8. Since more than adequate opportunity has been given to Axis Bank to present its say, and it has not availed of the same, a direction is hereby issued to deposit the title deeds referred in paragraph 4.4 on Page 15 with the Registry of the Court within a period of two weeks from today.

9. Advocates for the Petitioner shall serve a copy of this order on the Chief Compliance Officer and also the office of the Chief Executive Officer of

Axis Bank, once again, within a week of the upload of this order. Axis Bank is directed to comply with this order forthwith.

10. Stand over to ***August 7, 2025.***

11. 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.]