

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION PETITION NO.115 OF 2025

Unity Small Finance Bank Limited

....Petitioner

Versus

Prudhvi Traders & Ors.

...Respondents

Mr. Vishal Maheshwari *a/w. Mr. Mihir Beradia i/b. VM Legal,
Advocates for Petitioner.*

None for the Respondents.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 5, 2025

PC :

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 a Loan Agreement dated June 30, 2023 (*“Agreement”*). Clause 20 of the Agreement contains the arbitration agreement, which, in the interest of brevity, is not extracted herein.

2. The Respondent committed a default in servicing the loan. It is seen from the record that defaults occurred under the Agreement and a demand notice was issued on September 12, 2024. 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.1,01,22,123.9/-. It is seen from the record that the Petition has been served on the Respondent, but the Respondent has not entered appearance.

3. Learned Counsel for the Petitioner submits that there is an evident default, and despite issuance of a demand notice there is no response from the Respondent. He submits that the property mortgaged runs the risk of getting alienated, rendering the arbitration infructuous. Consequently, he seeks urgent interlocutory relief.

4. Since despite notice, the Respondent has not appeared and has not replied to the notice issued by the Petitioner, Learned Counsel seeks reliefs sought in terms of prayer clause (i). A case has been made out for grant of ad interim relief as below, which would apply pending the consideration of further interim relief by the Arbitral Tribunal that would be constituted in the matter : -

“The respective Respondents, including their servants, agents, assignees and/or any other person claiming by, through or under them are hereby restrained from selling, transferring, alienating, dealing with or disposing or creating third party rights with respect to the Mortgaged Property and all of their respective assets (movable and/or immovable) including bank accounts, investments and all other properties owned by the Respondents jointly and/or singly and of any of the entities owned by the Respondents”

5. It is made clear that should the Respondent be desirable of varying, altering or vacating the *ad-interim* relief granted hereby, the Respondent may appear on the next date and present their say.

6. With the aforesaid directions, this Petition is stood over to ***March 26, 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.]