

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 340 OF 2024**

Tata Motors Finance Ltd.

...Petitioner

Versus

Sri Hanuman Transport & Ors

...Respondents

**Mr. Gaurav Jangle, a/w Kunjita Shah, i/b I V Merchant & Co., for
the Petitioner.**

None for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JANUARY 16, 2025

PC :

1. It is seen from the record, that by an order dated October 1, 2024, a Learned Single Judge of this Court had been pleased to grant ad-interim reliefs in terms of prayer clauses (a) and (e) of the Petition in respect of vehicles financed under 25 different agreements.

2. Today, when the matter is called out, Learned Counsel for the Petitioner submit that in 13 out of 25 agreements, the Petitioner has effected recoveries and the agreements stand discharged. In respect of remaining 12 agreements, there is no insight on the location of these vehicles. Consequently, he prays for relief in the form of directing the

Court Receiver of this Court to take possession of these vehicles in question.

3. The 12 vehicles in respect of which there is no insight on the location of the vehicles, are summarized in the table below:-

<i>Sr. No.</i>	<i>Contract No.</i>	<i>Contract Date</i>	<i>Vehicle Model</i>	<i>Registration No.</i>	<i>Engine No.</i>	<i>Chassis No.</i>
1.	5004218972	29-Nov-21	SIGNA 4225	AP39UB059 9	B6A250D02112 K64175876	MAT783009 M1K23387
2	5004221121	30-Nov-21	SIGNA 4225	AP39UB095 9	B6A250D02112 J64171192	MAT783009 M1K20656
3	5004246748	31-Dec-21	SIGNA 4225 T	AP39UB585 5	B6A250D02112 L64178491	MAT783009 N1A00036
4	5004246750	31-Dec-21	SIGNA 4225 T	AP39UB558 5	B6A250D02112 M64184275	MAT783009 N1A01435
5	5004246752	31-Dec-21	SIGNA 4225 T	AP39UB500 9	B6A250D02122 A64185465	MAT783009 N1A01436
6	5004246774	31-Dec-21	SIGNA 4225 T	AP39UB509 9	B6A250D02112 L64178570	MAT783009 N1A00035
7	5004250660	12-Jan-22	MHCVB ODY	AP39UB059 9	B6A250D02112 K64175876	MAT783009 M1K23387
8	5004250666	12-Jan-22	MHCVB ODY	AP39UB095 9	B6A250D02112J 64171192	MAT783009 M1K20656
9	5004269745	8-Feb-22	MHCVB ODY	AP39UB509 9	B6A250D02112 L64178570	MAT783009 N1A00035
10	5004269747	8-Feb-22	MHCVB ODY	AP39UB500 9	B6A250D02122A 64185465	MAT783009 N1A01436
11	5004269749	8-Feb-22	MHCVB ODY	AP39UB585 5	B6A250D02112 L64178491	MAT783009 N1A00036
12	5004269751	8-Feb-22	MHCVB ODY	AP39UB558 5	B6A250D02112 M64184275	MAT783009 N1A01435

4. Having examined the record, it would be appropriate to grant

prayer clause 34(f) (as moulded below):-

f. pending the hearing and final disposal of the arbitration the Court Receiver, High Court, Bombay shall take forcible physical possession of the vehicles in question by breaking open seal/ locks of whatsoever nature that may have been put on the premises where the said vehicles are lying, with police assistance, if necessary.

5. Stand over to ***February 13, 2025***, on which date the Petitioner shall inform the Court about the status of invoking the arbitration.

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.]