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

COMM. ARBITRATION PETITION NO. 442 OF 2024

SHRADDHA
KAMLESH
TALEKAR

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TATA Motors Finance Limited
(Formerly known as Tata Motors Finance
Solutions Limited)

...Petitioner(s)

Versus

D S Buildcon & 2 Ors.

...Respondent(s)

The Petitioner was represented but appearance has not been submitted.

None for Respondents.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : April 7, 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 the agreements December 9, 2019 and January 28, 2023, (“***Agreement***”). Clause 11 of the Agreement (found at Page 69 of the Petition) contains the arbitration clause, which, in the interest of brevity, is not extracted herein.

2. The Respondents have evidently committed a default in servicing the loan. It is seen from the record that a notice in this regard was issued on July

27, 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. 81,78,161.16/-. 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 notice(s), there is no response at all, necessitating the protection of the subject-matter of the arbitration agreement. It is submitted that the subject-matter of the arbitration agreement runs the risk of being dissipated and denuded, rendering the very arbitration infructuous. Consequently, urgent interlocutory relief is sought.

4. Since despite notice, the Respondents have not appeared, Learned Counsel seeks reliefs sought in prayer clauses (a), (d) and (e). A case has been made out for grant of *ad-interim reliefs*, and moulding, if any, is as considered appropriate by this Court. Such *ad interim* reliefs would apply pending the consideration of further interim relief by the Arbitral Tribunal that would be constituted in the matter :

a) pending the hearing and final disposal of the arbitration and until final execution of the Arbitral Award, the Hon'ble Court be pleased to pass an order of injunction, inter alia, restraining the Respondents by themselves or

their servants, assigns, employees, agents, representatives, officers, or any other person/s claiming through or under them or under any instrument, whatsoever, 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 (more particularly described at Exhibit C hereto) and

(d) pending the hearing and final disposal of the arbitration and until final execution of the Arbitral Award, this Hon'ble Court be pleased to direct the Respondents to disclose the current and exact detailed location of the hypothecated vehicles on oath and to handover 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 by this Hon'ble Court, with normal wear and tear at the cost and expenses of the Respondents as per the said Agreements;

(e) In the event if the Respondents fails to handover possession of the hypothecated vehicles in terms of prayer clause (d) above, pending the hearing and final disposal of the arbitration and until final execution of the Arbitral Award, this Hon'ble Court be pleased to direct the Court Receiver, High Court, Bombay to take forcible physical possession of the Hypothecated Assets and/or other disclosed assets/properties of the Respondents, 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 Respondents, with a direction to visit the place where the assets of the Respondents are lying / situate and take physical possession of the same from the Respondents and or the person in possession of the same, with police assistance, if necessary, and with the power to sell the same by public auction or private treaty and/or recover and/or realize the same and to pay over the net sale proceeds and/or net recoveries and/or the net realization thereof to the Petitioner in or towards the satisfaction of its dues claimed hereunder and give credit thereof and in that event the Court Receiver so appointed be directed to handover the hypothecated assets so possessed to the Petitioner or buyer of the said hypothecated assets;

5. Learned Counsel for the Petitioner undertakes to file an application under Section 11 of the Act within a period from the upload of this Order on

this Court's website. List along with the Section 11 Application on ***May 5, 2025***.

6. 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 before the Arbitral Tribunal, and present its say.

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.]