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

COMM. ARBITRATION PETITION NO. 472 OF 2024

Tata Motors Finance Limited

...Petitioner

Versus

Rahul Roadlines and Ors

...Respondents

Advocate for the Petitioner appeared but appearance not tendered.

None for the Respondents.

Ms. Charushila M. Vaidya, IInd Assistant to Court Receiver present.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 9, 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 cum Hypothecation cum Guarantee Agreement dated December 30, 2022 (“*Agreement*”). Clause 23 of the Agreement (found at Page Nos. 61 of the Petition) contains the arbitration clause, which, in the interest of brevity, is not extracted herein.

2. The Respondent has evidently committed a default in servicing the loan. It is seen from the record that a notice in this regard was issued on June 24, 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.1,21,40,803.57/-. 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, 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), (f) and (g). 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) The Respondents are hereby injuncted, inter alia, whether by themselves or through 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);

(f) The Respondents are directed 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 Respondent as per the said Agreement;

(g) In the event if the Respondents fail to handover possession of the hypothecated vehicles in terms of prayer clause (f) above, the Court Receiver, High Court, Bombay shall 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 Respondent, with a direction to visit the place where the assets of the Respondents is 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 to handover the hypothecated assets so possessed to the Petitioner or buyer of the said hypothecated assets as an agent of the Court Receiver;

5. It is made clear that should the Respondent be desirous of varying, altering or vacating the *ad-interim* relief granted hereby, the Respondent may appear before the Arbitral Tribunal, and present its say.

6. Learned Counsel for the Petitioner undertakes that an application under Section 11 of the Act is yet to be filed but will be filed. Liberty to do so within a period of 30 days from the upload of this Order on this Court's website to enable time to invoke arbitration afresh and file the same. In these circumstances list this Petition along with the Section 11 Application after four weeks i.e. on **July 7, 2025**.

7. Learned Counsel for the Petitioner submits that Petitioner's name has been changed. Liberty to bring revised certificate of incorporation on record before the next date.

8. 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.]