

---

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**ARBITRATION PETITION NO. 52 OF 2025**

Mahindra and Mahindra Financial Services Limited      ...Petitioner

***Versus***

Hi Tech Engineering & Ors      ...Respondents

---

**Mr. Zerick Dastur, a/w Khushil Shah and Jennifer Sanjana , i/b Khushil Shah for the Petitioner.**

***None for Respondents.***

---

**CORAM      : SOMASEKHAR SUNDARESAN, J.**

**DATE        : JUNE 16, 2025**

**ORDER :**

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 an Agreement dated July 28, 2022 (“***Agreement***”). Clause 24.11 of the Agreement contains the arbitration clause at pages 81 and 82 of the Petition, 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 October 21, 2024. Learned Counsel for the Petitioner submits

that the amount due under the Agreement, as claimed by the Petitioner from the Respondents is to the tune of Rs.30,16,722.53/-. 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 the reliefs sought in prayer clauses (a), (c), (d) and (g). A case has been made out for grant of *ad interim* reliefs, and moulding, if any, 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 enjoined by themselves, 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 off or creating any third party rights or interest of whatsoever nature and in any manner whatsoever in respect of their hypothecated assets i.e., "Global CNC Automation: Model - Nano 200 worth Rs. 47,20,000/-";*

*(c) The Court Receiver, High Court, Bombay is appointed as a Receiver under Order XL Rule 1 of CPC, in respect of hypothecated assets i.e., "Global CNC Automation : Model - Nano 200 worth Rs. 47,20,000/-" with authority to take physical possession of the said Machinery with police assistance, if required and thereafter, to hand over possession of the said hypothecated assets being the said Machinery to the Petitioner;*

*(d) The Respondents shall disclose on affidavit all their respective movable and immovable assets including bank accounts which are owned by them or in which they have any rights or interests;*

*(g) There shall be no withdrawals from bank account bearing account no. 013120110000391 and IFSC Code BKID0000131 of the Respondent No.1 with Bank of India, Vasai, Branch-Gokhivare Naka to the extent of a sum of Rs. 30,16,722.53/- (Rupees Thirty Lakhs Sixteen Thousand Seven Hundred Twenty Two and Fifty Three Paise only);*

5. It is made clear that should the Respondents be desirous of varying, altering or vacating the *ad-interim* relief granted hereby, the Respondents 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 21, 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.]**