

rajshree

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO.587 OF 2025**

Tata International LimitedPetitioner

vs.

Yash Marothia, the Sole Proprietor of
SLY LogtradeRespondent

Mr.Sarosh Bharucha a/w Kingston D'souza for the Petitioner.

CORAM : BHARATI DANGRE, J

DATE : 19th DECEMBER, 2025

P.C.

1 In Section 9 Petition filed post Award, seeking certain interim measures, the notice of the proceedings is already served upon the Respondent, there is also a response received on 18/08/2025 from the Sole Proprietor by email, which is annexed with the Affidavit of Service. Even intimation of today's hearing is also served upon the Respondent through email communication. Despite this, there is no appearance.

2 By inviting my attention to the Final Award dated 05/12/2024, it is submitted that there is a declaration in favour of the Claimant in the sum of Rs.9,30,82,456/- as damages arising out of breach of Agreement and this amount is directed

to be paid alongwith interest thereon at the rate of 8.5% p.a. from 15/06/2023 until date of Award amounting to Rs.1,16,78,124.90.

3 The Petitioner seek relief of securing this amount by fixed deposit within such time as the Court may deem fit. It also seek direction to the Respondent to collect the deposit in this Court the amounts receivable/received by the Respondent from its customers to the extent of securing the amount payable to the Petitioner under the Award.

Prayer clause (d) seek disclosure from the Respondent and by way of ad-interim order, I deem it appropriate to grant the said relief, so that on the next date of hearing, the Respondent can come up with the necessary disclosure and the prayer for deposit of the amount can be considered.

4 In the wake of above, ad-interim relief is granted in terms of prayer clause (d), which reads thus :-

d. That this Hon'ble Court be pleased to direct the Respondent to render and or disclose on oath:

(i) the details of all his assets (including Bank Accounts, salary and Shareholdings in his other enterprises) and the transfers made by the Respondent and his proprietary concern SLY Logtrade from the date of issuance of Request for Arbitration (Exhibit-K hereto) to the date of release of arbitral award (Exhibit-M hereto) within such time as this Hon'ble Court may deem appropriate;

(ii) the names and addresses of all of Respondent's distributors through which he sells and distributes his products across the Country within such time as this Hon'ble Court deems appropriate.

(iii) a true correct and faithful account of all the sales transactions undertaken by the Respondent with all his distributors and/or customers from 5th December 2024 (being the date of the Award) backed with SAP or equivalent ERP Reports on a daily basis to enable deposit of the amounts into this Hon'ble Court as per prayer (b) above.

5 The notice of abovesaid order shall be served upon the Respondents by indicating the next date of hearing to be 22/01/2026.

6 List on 22/01/2026.

[BHARATI DANGRE, J]