



O.A. No.169 of 2025

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Charitra R. Mardia, HUF and Others

... Applicants

Vs.

M/s. Govendhan Metals Pvt. Ltd., and Others

... Respondents

ABDUL QUDDHOSE.J.,

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeking for an order of interim injunction to restrain the fourth respondent from alienating / encumbering the property morefully described in the schedule to the Judges Summons.

2. Despite service of notice, respondent Nos.1 to 3, who are the borrowers, have chosen not to enter appearance in this application. Hence, they were set *ex-parte* by this Court.

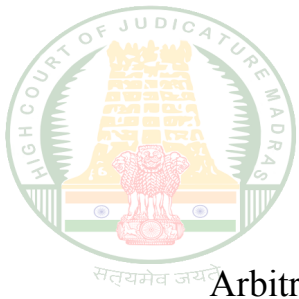
3. Based on the additional deed of guarantee, signed by the fourth respondent, the applicants seek for interim protection by seeking an order of interim injunction to restrain the fourth respondent from alienating / encumbering the property morefully described in the schedule to the Judges Summons as prayed for in this application. The applicants, along with this



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application, apart from filing the loan agreement, through which the respondents had availed loan, have also filed the letter of balance confirmation dated 02.08.2024. According to the applicants, as per the letter of balance confirmation dated 02.08.2024, all the respondents have admitted their liability to the applicants and they have confirmed that a sum of Rs.5,18,11,520/- is due and payable by the respondents to the applicants as on 02.08.2024.

4. However, as seen from the counter filed before this Court by the fourth respondent, the fourth respondent has denied the execution of any guarantee deed as claimed by the applicants in this application. According to the fourth respondent, the applicants have obtained signatures in blank and they have filled up the blank papers. It has been categorically denied by the fourth respondent that the fourth respondent had executed the documents in favour of the applicants based on which this application has been filed. However, the fourth respondent has not disputed the signatures found in the additional guarantee deed as well as the other loan documents.



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5. This Court is only deciding an application under Section 9 of the Arbitration and Conciliation Act, 1996 pending arbitration. When the respondents, including the fourth respondent, have accepted that the loan documents in favour of the applicants and the fourth respondent also does not deny the signatures found in the documents, which has been relied upon by the applicants for the purpose of seeking the relief as sought for in this application, this Court cannot decide at this stage whether the contention of the fourth respondent that the applicants have misused blank papers, is correct or not. It is only for the arbitrator, who can decide the said issue after both the parties let in oral and documentary evidence. When *prima facie*, the applicants have established before this Court, through the documents filed along with this application, which includes the loan agreement dated 06.06.2023, deed of guarantee dated 06.06.2023, promissory note dated 06.06.2023, dishonoured cheque and letter of balance confirmation dated 02.08.2024 that the respondents are the defaulters in the repayment of the loan, this Court is of the considered view that interim protection will have to be granted in favour of the applicants as prayed for in this application. In this application, the applicants have sought for an order of interim injunction to restrain the fourth respondent from alienating / encumbering the property



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morefully described in the schedule to the Judges Summons. Admittedly, the property is owned by the fourth respondent. Whether or not, the fourth respondent had executed the additional guarantee deed in favour of the applicants, can be decided only by the arbitrator, that too, when the fourth respondent does not dispute the signatures found in the additional guarantee deed dated 06.06.2023.

6. Since the applicants have made out a *prima facie* case for the grant of an interim injunction as prayed for in this application and the balance of convenience and irreparable hardship has also been established, this Court has to grant an order of interim injunction in favour of the applicants as prayed for in this application. If the interim injunction is not granted and if the arbitrator finds that the fourth respondent had infact executed the additional guarantee deed, the applicants will be put to irreparable loss and hardship, as they will lose the security to recover their dues.

7. For the foregoing reasons, this Court grants interim injunction, restraining the fourth respondent from alienating / encumbering the property morefully described in the schedule to the Judges Summons and this



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application is allowed as prayed for. Liberty is granted to the fourth respondent to raise all objections with regard to the genuineness of the documents filed in this application before the arbitrator once the arbitrator is appointed, by letting in oral and documentary evidence and the arbitrator shall decide the said objections on merits and in accordance with law.

16.06.2025

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ABDUL QUDDHOSE.J.,

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