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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ O.M.P.(I) (COMM.) 205/2025

SMAS AUTO LEASING INDIA PVT. LTD.Petitioner

Through: Mr. Mayank Pandey, Mr. Aditya
Bhattacharya, Mr. Sukrit R. Kapoor, Ms. Simran
Tandon and Mr. Sarthak Miglani, Advocates.

versus

PARAM RENEWABLE ENERGY PRIVATE LIMITED
& ORS.Respondents

Through: Ms. Ashu Goyal and Mr. Mayank
Sharma, Advocates for R1 to R-4.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

ORDER
23.09.2025

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1. This petition is filed by the Petitioner under Section 9 of the Arbitration and Conciliation Act, 1996 seeking the following reliefs:-

“a) Direct Respondent No. 1 to provide details of all the 18 subject EVs (as per Document No. P/7 attached with the present Petition), including their locations, to this Hon'ble Court and the Petitioner; and

b) Appoint the duly authorized representative(s) or any other officer of the Petitioner as a receiver for taking the possession of 18 subject EVs (as per Document No. P/7 attached with the present Petition) to assess the status and condition of the EVs, with a direction that possession of the said vehicles be taken from the Respondents, their agents and any other person found to be in possession of the said vehicles from wherever it is found and after taking inventories, the said vehicles be handed over to the custody of the Petitioner or their representative with the



liberty to the Petitioner to sell the said vehicles and adjust the sale proceeds thereof against their claim under the said Agreement and also direct the S.H.O. of the area concerned where the said vehicles are found to provide police assistance to the receiver in taking the possession of the said vehicles; and

c) Issue an ex-parte ad-interim injunction restraining the Respondents from, in any manner, selling, alienating, transferring, or encumbering or in any manner creating third party rights in respect of the 18 Electric Vehicles (as per Document No. P/7 attached with the present Petition) which are the subject matter of the Master Lease Agreement dated 22.06.2022; and

d) Issue an ex-parte ad-interim injunction restraining the Respondents from alienating, transferring, or encumbering their assets in any manner prejudicial to the Petitioner's interest pending the hearing and final disposal of the arbitral proceedings, and until the execution of the arbitral award; and

e) Pass an order directing the Respondents to 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; and

f) Direct the Respondents to deposit a sum of Rs. 19,22,537/- (Rupees Nineteen Lakhs Twenty-Two Thousand Five Hundred and Thirty- Seven Only) on account of outstanding lease rental and services provided and a total Foreclosure Value of Rs. 3,77,70,128.34/- (Rupees Three Crore Seventy-Seven Lakh Seventy Thousand One Hundred and Twenty-Eight Only) as a result of premature termination of the Master Lease Agreement in terms of Clause C.3 of the Master Lease Agreement to the registry of this Hon'ble Court; and

g) Award costs of this Petition in favour of the Petitioner.

h) Any other reliefs as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present matter.”

2. On 29.05.2025, Court had appointed Receivers to take possession of 18 EVs leased to Respondent No.1. Mr. Mayank Pandey, learned counsel



appearing for the Petitioner submits that 5 out of the 18 EVs have been repossessed by the Receivers and direction be given to Respondent No.1 to hand over the remaining vehicles. Further direction is sought to the Respondents to cooperate in transfer of ownership of the EVs in favour of the Petitioner before the RTO.

3. In light of the aforesaid, this petition is disposed of with a direction to the Respondents to hand over the remaining 13 EVs to the Petitioner without creating any obstruction or hindrance. Respondents shall also cooperate in every manner to facilitate transfer of the ownership of the vehicles in favour of the Petitioner, including issuance of 'No Objection Certificate'. Needless to state, in case any obstruction is created by the Respondents at the time of handing over of the vehicles, Receivers will be at liberty to take recourse to Police assistance and if assistance is sought, SHOs of the concerned Police Stations will cooperate and render assistance.

JYOTI SINGH, J

SEPTEMBER 23, 2025/RW