

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 585 OF 2025**

IIFL Finance Ltd.

.....PETITIONER

: VERSUS :

PRP Packaging & Ors.

....RESPONDENTS

Ms. Rajlaxmi Pawar i/b. MDP Legal, for the Petitioner.

CORAM: SANDEEP V. MARNE, J.

DATED: 9 FEBRUARY, 2026.

P.C. :

- 1) Not on board. Taken on board. Mentioned by way of praeceipe.
- 2) Motion is made for speaking to the minutes of the order dated 4 February 2026. It is reported that incorrect prayer clauses A, B and C are reflected in para-4 of the order. The correct prayers are as under:

A. The Respondents are temporarily restrained from selling, transferring, alienating, encumbering and/or in any manner whatsoever dealing with their assets (immovable or movable and wheresoever situated) to the extent of the amounts owed to the Petitioner.

B. The Respondents shall disclose on oath all their bank accounts and their properties and assets, whether movable or immovable or of whatsoever nature, along with details of any encumbrances and/or fetters on the same.

C. This Hon'ble Court be pleased to pass an order directing the Respondents to furnish a bank guarantee to secure the Outstanding Loan Amounts, along with further and future interest at contractual rates till the realization of the amount, sought for hereinabove.

- 3) Accordingly, correct prayer clauses (a), (b) and (c) be reflected in the order.

[SANDEEP V. MARNE, J.]

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COMMERCIAL ARBITRATION PETITION NO. 585 OF 2025

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: **VERSUS** :

PRP Packaging & Ors.

....RESPONDENTS

Mr. Harsh Sheth i/b. Ms. Rajlaxmi Pawar i/b.MDP Legal, for the
Petitioner.

CORAM : SANDEEP V. MARNE, J.

DATED : 4 FEBRUARY, 2026.

P.C :

1) This is an application filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for interim measures before commencement of the arbitral proceedings.

2) Heard Mr. Sheth, the learned counsel appearing for the Petitioner. Respondents are duly served with court notices. However, none has appeared on behalf of the Respondents.

3) It is Petitioner's case that Respondents have defaulted in repayment of the loans advanced by the Petitioner. Respondents have neither responded to any correspondence made by the Petitioner nor have filed Affidavit-in-reply opposing the petition.

4) After having heard the learned counsel appearing for the Petitioner, I am convinced that prima-facie case is made out for grant of interim measures. Accordingly, I proceed to pass the following order :

(i) Pending the hearing and final disposal of the arbitral proceedings and till making of the Award, there shall be interim measures in terms of prayer clauses A, B and C which reads thus:

A. The Respondents are temporarily restrained from selling, transferring, alienating, encumbering and/or in any manner whatsoever dealing with their assets (immovable or movable and wheresoever situated) to the extent of the amounts owed to the Petitioner.

B. The Respondents shall disclose on oath all their bank accounts and their properties and assets, whether movable or immovable or of whatsoever nature, along with details of any encumbrances and/or fetters on the same.

C. This Hon'ble Court be pleased to pass an order directing the Respondents to furnish a bank guarantee to secure the Outstanding Loan Amounts, along with further and future interest at contractual rates till the realization of the amount, sought for hereinabove.

5) Petitioner to file application under Section 11 of the Act within a period of 4 weeks. With the above directions, the petition is **disposed of.**

[SANDEEP V. MARNE, J.]

Note : Corrections are carried out pursuant to speaking to minutes order dated 4 February 2026. The rest of the order remains undisturbed.

Digitally
signed by
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SHAILESH
SAWANT
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