IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30-04-2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

Arb Appeal No. 33 of 2026

Rahul Marotrao Shrikhande
S/o. Marotrao Narayanrao Shrikhande,
Presently Res. at,
Ward No 02 Talegaon (SP),
Teshil Ashit Dist Wardha
Maharashtra-442202.
Previously Employed at,
HDFC Bank Square,
Main Road, Near Nirmal Bakery,
Wardha, Maharashtra-442001.

..Appellant(s)

Vs

1. Tata Capital Limited
   (Formerly Known as Tata Capital Finaincial
   Services Ltd), 11th Floor, Tower A,
   Peninsula Business Park,
   Ganpatrao Kadam Marg,
   Loweer Parel, Mumbai-400013.
   Maharashtra.

2. HDFC Bank
   Square Main Road, Near Nirmal Bakery,
   Wardha, Maharshtra

..Respondent(s)

PRAYER: To set aside and quash the impugned interim award dt. 27.11.2025 passed in Arbitration Dispute 2025-3874-6605-1902 directing the 2nd Respondent - Bank to mark a lien/freeze the Appellants salary account (Account bearing No. 5010023965420 in HDFC Bank, Wardha Maharashtra - 442 001 having IFSC Code HDFC 0000965) and thereby restore and release the Appellants access to his salary and other funds in the account

For Appellant(s):	Ms.C.Bhargavi
For Respondent(s):	Mr.C.Mohan for A.Rexy Josephine Mary M/s King And Patridge for R2

ORDER

This appeal is directed against orders issued under Section 17 of the Arbitration and Conciliation Act, 1996. The appellant is an employee of HDFC Bank. He had availed of a personal loan and a top up loan from the first respondent. Impugned orders were issued in arbitral proceedings initiated by the first respondent upon default by the appellant in servicing loan obligations.

2. By the impugned orders, lien has been marked on the bank account of the appellant in the HDFC Bank, Wardha Branch. The appellant has filed the pay slip for the month of February 2026 showing that the net salary received by the appellant in Bank Account No.5010023965420 is Rs.62,965/-. In affidavit dated 27.04.2026, the appellant has stated that the amount payable to regularise the top up loan is Rs.1,76,293/-. The appellant has provided the statement of account relating to the above mentioned account. Said account shows a closing balance of Rs.2,58,750.68/- as on 01.04.2026. Out of this amount, the

appellant agrees to pay a sum of Rs.2,00,000/- to the first respondent within two working days from the date of receipt of this order, from the lien being lifted. The appellant also agrees to pay a sum of Rs.25,000/- per month as EMI in relation to the personal loan, where the amount outstanding as on date is about Rs.3,75,440/-.

3. Learned counsel for the first respondent is agreeable to the above proposal.

4. Therefore, impugned orders marking a lien on the appellant's above mentioned salary account are discharged subject to the conditions indicated above. In case the appellant fails to fulfil any of the above conditions, a lien shall be marked on the account for the total outstanding indicated by the first respondent to the second respondent bank.

5. This appeal is disposed of on these terms.

30-04-2026

RNA

Note: Issue Order Copy on 04.05.2026

SENTHILKUMAR RAMAMOORTHY, J.

RNA

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30-04-2026