

**IN THE COURT OF HON'BLE CIVIL JUDGE SR. DIV. PUNE,
AT PUNE.**

REGULAR DARKHAST NO.

OF 2026

**Application for Execution of Arbitration Award u/o
XXI R 11 of C.P.C. And**

In the matter of enforcement of Arbitral Award Dated
of **12/26/2023** passed against the respondent in the
Arbitration Award No. **HDB/RB-7494/LOT-48/2673**

M/S HDB FINANCIAL SERVICES LIMITED.

THROUGH IT'S POA HOLDER

MR. NITIN DASHRATH ASWALE

A COMPANY INCORPORATED UNDER THE PROVISIONS OF INDIA COMPANIES ACT, 1956
HAVING ITS CORPORATE OFFICE AT : HDB FINANCIAL SERVICES LIMITED, GROUND FLOOR,
ZENITH HOUSE, KESHAVRAO KHADYE MARG, OPP. RACE COURSE, MAHALAXMI, MUMBAI –
400034. HAVING ITS BRANCH OFFICE AT: HDB FINANCIAL SERVICES, 4TH FLOOR, GEETAI
SANKUL, IDEAL COLONY, PAUD ROAD, ABOVE RELIANCE DIGITAL MART, KOTHRUD, PUNE-
411038.

VERSUS

AMIT PATEL

AGE: 40 YRS OCC: SERVICE/BUSSINESS

**R/AT: A 5 202 SPARKLET MEGAPOLIS, HINJEWADI, RAOD
PH 2, NEAR TECH MAHINDRA COMPA, PUNE-411057**

.... DECREE HOLDER

Order

Issue notice to
Judgment debtors.

Sd/-

14th Jt. CJSD, Pune

11.03.2026

..... JUDGMENT DEBTOR

MAY IT PLEASE YOUR HONOR:-The applicant most respectfully submits, the
application for Execution of the Arbitral Award is as under :

- | | | |
|-----|-----------------------------|--|
| I) | Number of Proceeding | : Arbitration Award No. HDB/RB-7494/LOT-48/2673 |
| II) | Name of the Parties | : Decree Holder |

M/S HDB FINANCIAL SERVICES LIMITED.

THROUGH IT'S POA HOLDER

MR. SACHIN PRABHAKAR KHANDARE

A COMPANY INCORPORATED UNDER THE PROVISIONS OF INDIA COMPANIES ACT, 1956 HAVING ITS CORPORATE OFFICE AT : HDB FINANCIAL SERVICES LIMITED, GROUND FLOOR, ZENITH HOUSE, KESHAVRAO KHADYE MARG, OPP. RACE COURSE, MAHALAXMI, MUMBAI – 400034. HAVING ITS BRANCH OFFICE AT: HDB FINANCIAL SERVICES, 4TH FLOOR, GEETAI SANKUL, IDEAL COLONY, PAUD ROAD, ABOVE RELIANCE DIGITAL MART, KOTHRUD, PUNE-411038.

.... DECREE HOLDER

VERSUS

1. AMIT PATEL

AGE: 40 YRS OCC: SERVICE/BUSSINESS

**R/AT: A 5 202 SPARKLET MEGAPOLIS,
HINJEWADI, RAOD PH 2, NEAR TECH MAHINDRA
COMPA, PUNE-411057**

..... JUDGMENT DEBTOR

	Date of Award	: 12/26/2023
III)	Whether any Appeal is Preferred against award	No
IV)	Whether any payment is Made after passing of Award	: No
V)	Whether any Previous Application	: No
VI)	Detail of amount Awarded	: Rs. 520794/- with interest @ 18 % p.a. from the date 10/4/2023 to the date till its Realization Rs,213682/- Till filing (RS. 734476/-)
VII)	Detail of cost awarded	: Rs. 10000/-
	(cost of arbitration and arbitrators fees)	
VIII)	Cost of Execution Petition	: Rs. 5,000/-
	Rs. 4,000 /- Advocates Fees	:
	Rs. 1,000 /- Misc. expenses	
IX)	Total Recoverable Amount	: Rs. 749476/-
	Rs. (734476/- Clause VI	

+ Rs. 10000- Clause VII

+ Rs. 5,000/- Clause VIII

X) **Name of the person against whom : J.D.**
Execution is sought

XI) **Mode is which the award is Sought : a) By direction to deposit awarded Amount with**
to be enforced future interest.:

b) By attachment of movable & Immoveable property as mentioned in Schedule – A and by its sale proceeds.

XII) **Arbitrator who passed the : Sanjay Aggarwal**
Award

XIII) That, the applicant craves liberty to add, alter, amend, delete, modify, any of the submissions made in this application.

IT IS THEREFORE PRAYED THAT: -

A) An amount of **Rs. 749476/-** may kindly be recovered from the J.D. with future interest as described in the above petition and same may be given to the D.H. Towards satisfaction of the Decree / Award.

B) Warrant of attachment for the moveable & immoveable properties of the respondent may kindly be issued.

C) If the J.D fails to pay the decreed amount, J.D may kindly be sent to Civil Prison.

D) Any other order may please be passed in the interest of justice.

PUNE

DATE -19/01/2026



SUBMITTED BY ADVOCATE

SANTOSH H. CHAVAN

DECREE HOLDER



M/S HDB FINANCIAL SERVICES LTD.

VERIFICATION

I, **MR.NITIN DASHRATH ASWALE** , Age- 31 years, Occ. Service, as a Authorized Signatory/ Officer on behalf of **M/S HDB FINANCIAL SERVICES LIMITED**. A company incorporated under the provisions of India Companies Act, 1956 having its corporate office at : HDB Financial Services Limited, Ground Floor, Zenith House, Keshavrao Khadye Marg, Opp. Race Course, Mahalaxmi, Mumbai – 400034. having its branch office at: HDB financial Services, 4th floor, Geetai Sankul, Ideal Colony, Paud Road, above Reliance Digital Mart,

Kothrud, Pune-411038. I do hereby state on solemn affirmation that, I am duly authorized by the D.H. to file the present application on behalf of the Company , I further state that, the contents of this execution application are true and correct to the best of my knowledge and as per the office record of the bank. Hence signed and verified on this 19/01/26 at Pune.

Identified and Explained by:



M/S HDB FINANCIAL SERVICES LIMITED.

VAKALATNAMA

IN THE COURT OF HON'BLE CIVILJUDGE SR. DIV. PUNE,
AT PUNE

DARKHAST NO. _____ OF 2026

M/S HDB FINANCIAL
SERVICES LIMITED

---- DECREE HOLDER

VERSUS

AMIT PATEL

--- JUDGMENT DEBTOR

I/We M/S HDB FINANCIAL SERVICES LTD. through its Authorized Person MR. NITIN DASHRATH ASWALE the Undersigned Head Office At- HDB Financial Services Limited, Ground Floor, Zenith House, Keshavrao Khadye Marg, Opp. Race Course, Mahalaxmi, Mumbai - 400034. having its branch office at: HDB financial Services, 4th floor, Geetai Sankul, Ideal Colony, Paud Road, above Reliance Digital Mart, Kothrud, Pune-411038 the DECREE HOLDER above named hereby appoint and authorize.

ADV. SANTOSH H. CHAVAN

MAH/4613/2005

MB.NO. 9130902229

ADV. VANDANA S. SAWANT

ADV. PRUTHVIRAJ DESAI

ADV. ANKITA A. PAWAR

O/at :- Office No. 502, Fifth Floor, Chamber 63 Bldg., Opp. Civil Court
Metro Station, Behind Family Court, Shivajinagar, Pune- 411005.

* to appear and plead for me/us as my/our Advocate/s in the matter

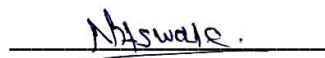
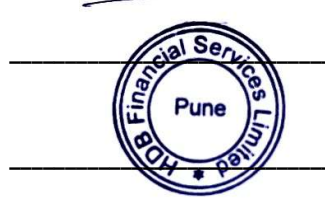
* In witness whereof I/We have signed below this 19/01/2026

Witness

Accepted and filed on 19/01/2026



Signature of Advocate's

IN THE COURT OF HON'BLE CIVILJUDGE SR. DIV. PUNE
AT PUNE

DARKHAST NO: /2026

M/S HDB FINANCIAL SERVICES LIMITED. --- DECREE HOLDER

V/S

AMIT PATEL --- JUDGMENT DEBTOR

List of documents filed on behalf of **Decree Holder** is as under: -

1. Photo copy of Authority Letter.
2. Certified Copy of Award.

Hence, this List of Documents.

Pune.



Date:19/01/2026

ADV. FOR DECREE HOLDER

08th August, 2025

Ref No - L&S/CM/FY2025-26/0549

TO WHOMSOEVER IT MAY CONCERN

I, Ramesh G, Managing Director & Chief Executive Officer of HDB Financial Services Limited ("the Company"), have derived the Power vide the Power of Attorney dated May 31, 2023 executed by the Company in my favour, by which I hereby appoint **Nitin Dashrath Aswale** (PAN No. **BPCPA8547L**) at present working as **Legal Officer** at **Pune Branch** of the Company or such other personnel/officer of the Company who will be responsible to carry out the work and is required to exercise authority as conferred herein in absence / cessation of service of **Nitin Dashrath Aswale**, subject to issuance of written authority in his / her favour, is hereby authorised to do the following acts, deeds and things on the behalf of the Company:

1. To represent the Company before the courts, tribunals, arbitration tribunals, authorities and police stations at **Maharashtra** (hereinafter referred to as "**the Authorities**")
2. To prosecute, lodge said suit, initiate proceedings, and to sign and verify all plaints, complaints, pleadings, applications, petitions or documents before the Authorities and to deposit, withdraw and receive document and any money or moneys from the Authorities or from the defendant either in execution of the decree or otherwise and sign and deliver proper receipts for the Company and discharges for the same;
3. To accept service of summons, notices or processes in respect of any suits, legal proceedings or demands;
4. To apply for inspection and inspect documents and records, and to obtain copies of documents and papers;
5. To file application for execution of decrees or orders by the Authorities in any suits, legal proceedings or demands and to sign and verify such applications and to receive any moneys due to the Company under such decrees or orders and to certify payments received there under to the court;

The powers and authorities hereby conferred shall be effective till **08th October, 2026** or his / her cessation of service in the Company, whichever is earlier.

For HDB Financial Services Limited


Ramesh G
(Managing Director &
Chief Executive Officer)
DIN: 05291597





सत्यमेव जयते

106
48' 2602
635
MH
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL13830829016518V
Certificate Issued Date : 15-Dec-2023 04:34 PM
Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL-SELF91655248267957V
Purchased by : SANJAYAGGARWAL SOLE ARBITRATOR AT DELHI
Description of Document : Article 12 Award
Property Description : STAMP FOR PASSING OF ARBITRATION AWARD BY SOLE ARBITRATOR
Consideration Price (Rs.) : 0
(Zero)
First Party : HDB FINANCIAL SERVICES LIMITED
Second Party : AMIT PATEL
Stamp Duty Paid By : HDB FINANCIAL SERVICES LIMITED
Stamp Duty Amount (Rs.) : 530
(Five Hundred And Thirty only)



SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
WWW.SHCILESTAMP.COM

CERTIFIED COPY

SANJAY AGGARWAL
(Sole Arbitrator)

Off. G-12/1, Ground Floor, Sector-15
Rohini, New Delhi-110089

BEFORE SH. SANJAY AGGARWAL, SOLE ARBITRATOR, DELHI
G-12/1, Ground Floor, Sector 15, Rohini, New Delhi- 110089

AWARD

Ref No: HDB/RB-7494/LOT-48/2673

In the matter of dispute refereed by **M/s HDB Financial Services Limited**, having registered office at: Radhika, 2nd Floor Law Garden Road, Navrangpura, Ahmedabad-380009 and its branch office at: 2/12, 2nd Floor, Mall road, Near Keys Show Room, Tilak Nagar, New Delhi-110018 representing by its Letter of Authority Holder, AR being in the services of the Claimant Company against:

1. AMIT PATEL

S/O SHIV

R/O A 5 202 SPARKLET MEGAPOLIS HINJEWADI RAOD PH 2 NEAR
TECH MAHINDRA COMPA PUNE-411057 MAHARASHTRA

.....RESPONDENT

THIS AWARD WITNESTH AS UNDER:

1. That the Arbitral Tribunal is a member of CNICA i.e. Council for National And International Commercial Arbitration" under the aegis of trust for alternative disputes resolution Est.2001 which is an Listed Arbitration Centre by United Nations and Government of India. It is an independent institution providing a panel of qualified, competent and neutral Arbitrator for resolution of disputes.
2. That whereas the above details the Respondent in the capacity of Borrower had approached the claimant i.e. **M/s HDB Financial Services Limited** for grant of certain loan facilities for the purpose of PL_SAL Loan to which **M/s HDB Financial Services Limited** had agreed on the condition of execution of an agreement embodying the terms and conditions of such sanction. The Borrower/ Respondent No.1 having agreed to execute the required agreement the lender/ Claimant

CERTIFIED COPY

SANJAY AGGARWAL
(Sole Arbitrator)

Off. G-12/1, Ground Floor, Sector-15
Rohini, New Delhi-110089

sanctioned loan facility of Rs.700000/- to the Borrower/Respondent No.1 and consequently, a loan Agreement No. 10982523 was executed on 09.03.2020 by and between the Claimant as the Lender on the one hand and Respondent No1 as the borrower on the other hand.

3. That, whereas terms mention in the Clause of the aforementioned Agreement, all disputes, differences and /or claims and questions, whatsoever, arising out of the said Agreement are to be settled through sole arbitration of a person to be appointed by M/s HDB Financial Services Limited (Claimant) in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof.
4. That, whereas terms mention in the Clause of the agreement provides that any notice to be given by the Claimant shall be effective and deemed to have been duly and sufficiently served on the Borrower, three days after the same shall have been delivered to the post office /courier properly addressed at the address given in the said Agreement by the respondent themselves. In these proceeding, it is clear from the copy of the notice dated: 18.05.2023, sent by the claimant to the Respondent under Speed Post / Regd. Ad, expressing therein their desire / intention to refer the matter to Sole arbitration of adjudication. Proof has been provided by the Claimant for sending the notice dated: 18.05.2023 by Speed Post/Regd. Post/Regd. Ad. Thereafter the claimant company issued a letter dated:14.08.2023 to the respondent for change of Arbitration Venue for conducting the Arbitration Proceedings in New Delhi to facilitate the respondent, in this letter the claimant has given 3 days time to the respondent for any objection for the said change of venue but no any objection application / letter was received by the claimant. Thereafter the claimant company issued a letter dated:22.08.2023 to the respondent for choosing a Ld. Arbitrator from the list of 03 Arbitrators and given 30 days time to the respondent for any objection for the said letter of option but no


CERTIFIED COPY


SANJAY AGGARWAL
(Sole Arbitrator)
Off. G-12/1, Ground Floor, Sector-15
Rohini, New Delhi-110089

any objection application / letter was received by the claimant. Therefore the claimant company under the given circumstances invoked the arbitration clause, vide notice dated: **28.09.2023** and the matter was referred to me (i.e. **Sh. Sanjay Aggarwal**) for the arbitration to decide and adjudicate the dispute between the parties. There being sufficient compliance of the provisions of law by the Claimant before making the reference to me, I accepted the Reference made to me by their letter of reference dated **28.09.2023** and in this regard, a Disclosure letter dated **30.09.2023** in the prescribed format under Sixth Schedule as per Section 12 (1) of the Arbitration and Conciliation (Amendment) Act, 2015, in connection with this Tribunal's possible appointment as Sole Arbitrator issued to the party with the direction that any challenge to appointment of this tribunal as an Arbitrator should be made by any of the proposed party within 3 days of receipt of the disclosure but the respondent failed to send any written objection for appointment of this tribunal.

5. That, I, having entered in the Reference posted the notice in this case for appearance of party on / for **14.10.2023** at: **G-12/1, Ground Floor, Sector 15, Rohini, New Delhi- 110089**, at **12.00 P.M. to 2 P.M.** Accordingly, Notice dated: **04.10.2023** was duly sent under Speed Post / Regd. Ad.post /Regd.post. to the party at their latest known addresses. Counsel for the claimant filed the statement of claim along with annexures along with application U/s 17 of the Arbitration & Conciliation Act, 1996 for interim measure of protection by attachment of the bank account of the respondent & direction to the employer of the respondent for holding / deducting the salary of the respondent. The respondent was advised to attend the said meeting on **14.10.2023** at: **G-12/1, Ground Floor, Sector 15, Rohini, New Delhi- 110089**, at **12.00 P.M. to 2 P.M.** at the venue stated above.
6. That, on **14.10.2023** at the appointed time and venue, neither any of the Respondent attended nor any communication was received from either of

5
COPY


SANJAY AGGARWAL
(Sole Arbitrator)

Off. G-12/1, Ground Floor, Sector-15
Rohini, New Delhi- 110089

them despite issue of notice to the Respondent. However, Counsel for the claimant along with AR representing the Claimant Company and argued for disposal of application U/s 17 of the claimant. Application U/s 17 of the claimant allowed and directed to the branch manager of **KOTAK MAHINDRA BANK situated at: PUNE - AUNDH MAHARASHTRA** was directed for not to permit any withdrawal in the **Account No. 1511650913 (SAVINGS ACCOUNT) IFSC code. KKBK0000726**, by the respondent i.e. **AMIT PATEL** till further order and maintain status quo in the said bank account. And also directed to the employer i.e. **Tech Mahindra Situated at: RAJIV GANDI INFOTECH PARK HINJEWADI PHASE 3 PUNE 411057 PUNE-411057** of the respondent i.e. **AMIT PATEL** to hold/deduct his salary upto the claim amount as per Law till the disposal of the present dispute. It was decided to hold next meeting on **04.11.2023** at the same time and venue by issue of a formal notice sending therewith a photocopy of the statement of claim and its annexure as submitted by the claimant to Respondent advising them to file their Statement of Defense/ Objections, if any, supported by any document(s) and advising the claimant to submit their depositions in the matter on or before the date of meeting i.e. **04.11.2023** Consequently notice dated: **14.10.2023** was duly dispatched to the party.

7. That, on **04.11.2023** at the appointed time and venue neither any of the Respondent attended nor any communication was received from any of them despite issue of notice dated: **14.10.2023** on the Respondent. However, AR of Claimant along with Advocate was present. It was decided not to provide any opportunity to the Respondent as they were failed to appear again & again despite service of the notices. Thus they were proceeded ex-parte.
8. That, it appears that the Respondent has neither any material nor intention to counter or to contest or to rebut the claim of the claimant and therefore, I am left with no other alternative but to make an ex parte award, based on the material on record. Hence, I have kept the matter for making an ex parte Award after having examined the said material.


CERTIFIED COPY

SANJAY AGGARWAL
(Sole Arbitrator)
Off. G-12/1, Ground Floor, Sector-15
Rohini, New Delhi-110000

Now I proceed to announce the award. It is pertinent to record my finding supporting the Ex parte Award as under:-

I record that proper notices and due notices were given to the respondent by this Tribunal by Speed Post at the address declared and submitted by the Respondent to the Claimant at the Time of taking "Loan" from the Claimant. The same deemed to have been served. It is well settled principle that if somebody avoids to accept the notice or refuses to accept the same then he would be deemed to be served once it is shown that a notice was sent on the correct address. Reliance is placed on *M/s. Madan and Co. Vs Wazir Jaivir Chaudhary*, AIR 1989SC630, Hon 'ble Supreme Court has further observed in this case that if a registered letter addressed to a person at his residential address does not get served in the normal course and is returned, it can only be attributed to the addressee's own conduct. If he is staying away for some time, all that he has to do is to leave necessary instructions with the postal authorities either to detain the letters addresses to him for some time until he returns or to forward them to the address where he has gone or to deliver them to some other person authorized by him. Apex court in *State of M.P Vs Hiralal & Ors.* (1996) 7SCC523 has again upheld that the notices returned with postal remarks "not available in the house", "House locked" AND "Shop Closed", it must be deemed that the notices have been served on the respondent. In the light of these observations of Apex Court, I record that the notices were served upon the respondent since the same were dispatched at the address given by the Respondent to the Claimant at the time of taking the "loan".

NOW, I BRIEFLY TAKE THE CONTENTIONS OF THE CLAIMANT:

- A. That, the Borrower/ Respondent No.1 had taken the loan facilities (PL_SAL Loan) from the Lender/Claimant in the form of Loan of

CERTIFIED COPY

SANJAY AGGARWAL
(Sole Arbitrator)

Off. G-12/1, Ground Floor, Sector-15
Rohini, New Delhi-110089

Rs.700000/- along with interest. That, in terms & condition of the Loan Agreement No. **10982523** dated: **09.03.2020**, the Borrower/ Respondent No.1 was required to pay to the lender/ Claimant a sum of Rs.700000/- along with interest mentioned in the agreement and other applicable charges in **69** months in the form of monthly/Half yearly/Quarterly installments of Rs.16653/- each Payable as per schedule attached to the Loan agreement No. **10982523** dated: **09.03.2020**.

- B. That, the Borrower/Respondent No.1, was very irregular in making payment of the monthly/Half yearly/Quarterly installments as detailed in Schedule of the related Loan Agreement No. **10982523** dated: **09.03.2020**. Despite demand for payment of arrears of the monthly/Half yearly/Quarterly installments, the Respondent failed to clear the dues as per the terms and conditions of the said Loan Agreement.
- C. That, there being no response from the Respondent to the recall notice dated: **18.05.2023** the Lender /Claimant had referred the matter to the Sole Arbitration of myself for adjudication in terms mention in the clause of the said Loan Agreement No. **10982523** dated: **09.03.2020** as the disputes have arisen due to breach of terms and conditions committed by the Respondent.
- D. That, the respondent neither attended the meeting nor have sent any communication whatsoever and therefore, the only point remains for my consideration is whether the Lenders/ Claimant prove their claim as made on the basis of statement of claim dated: **04.10.2023**, documents submitted and depositions made.
- E. That, as per the Statement of Claim dated: **04.10.2023** as filed by the Lenders/ Claimant, an amount of Rs.520794/- is claimed to be due as on **04.10.2023** from the Respondent jointly and severally.


CERTIFIED COPY


SANJAY AGGARWAL
(Sole Arbitrator)
Off: G-124, Ground Floor, Sector-15
Rohini, New Delhi-110089

F. That, the Lender/Claimant has further claimed from the Respondent jointly and severally interest from the Date of Filing the Claim i.e. **04.10.2023** till the realization/ recovery of the Award amount. Besides, the Claimant has also claimed for reimbursement of cost of arbitration that may be incurred for recovering the awarded amount.

I now proceed making this Award and adjudicate on the claims, made by the Claimant as under:

As regard the claim for outstanding dues on **04.10.2023** towards loan Amount / installments, I find that the Borrower/ Respondent No.1 had agreed to pay a Loan of Rs. **700000/-** in **69** months in the form of monthly/Half yearly/Quarterly installment of Rs. **16653/-** per month towards the payment of said loan with interest mentioned in Loan Agreement No. **10982523** dated: **09.03.2020**. It is noted that the Borrower/ Respondent No.1 had been very irregular in making payment of monthly/Half yearly/Quarterly installments as agreed to in terms of said Agreement. Respondent had made part payment of a very small amount leaving huge outstanding arrears of **Rs.520794/-** as computed up to **04.10.2023**. The lender/Claimant are found to be entitled to in terms of Loan Agreement No. **10982523** dated: **09.03.2020** to recover the said amount of **Rs.520794/-** from the respondent jointly and severally.

The claimant has also claimed for interest @ 24% p.a. on the balance outstanding, from **04.10.2023** until the actual date of payment but this seems to be on the higher side, in my opinion 18% p.a. interest is justified. Since the transaction was commercial in nature and the interest on claiming amount is also permitted under Section 31 (7) (b) of the Arbitration and Conciliation Act, 1996, I adjudicate that the 18% p.a. interest is justified and the same should be made payable at the same rate from **04.10.2023**

COPIED COPY


SANJAY AGGARWAL
(Sole Arbitrator)
Off. G-124, Ground Floor, Sector-15
Pahadi, New Delhi-110089

In Conclusion, the Lender/Claimant are entitled to recover from the Borrower a sum of Rs.520794/- as claimed by the Lender/ Claimant to be due as on 04.10.2023 with further interest @ 18% p.a. on this amount of Rs.520794/- till the payment is received or recovered from the Respondent.

IN THE RESULT, I HEREBY AWARD AS UNDER:

- i. That, the respondent shall pay jointly and severally to the Claimant a sum of Rs.520794/- with further interest @ 18% p.a. from 04.10.2023 on the said amount of Rs.520794/- till the payment is received or recovered.
- ii. In case if respondent is ready to pay the dues / outstanding amount of the claimant or settle the dispute with the claimant then the claimant is at liberty to approach the **KOTAK MAHINDRA BANK** bank as well as employer i.e. **Tech Mahindra** in writing & update them about the settlement in the present matter. In that case the branch manager of **KOTAK MAHINDRA BANK** is hereby directed to defreeze/unblock the bank account number **1511650913 (SAVINGS ACCOUNT)** (freezed by the earlier order of this tribunal dated:14.10.2023) of the respondent account number **1511650913 (SAVINGS ACCOUNT)** of the respondent i.e. **AMIT PATEL** and hereby permit to the respondent for withdrawing the amount from the said bank account. The employer i.e. **Tech Mahindra**, situated at: **RAJIV GANDI INFOTECH PARK HINJEWADI PHASE 3 PUNE 411057 PUNE-411057** of the respondent i.e. **AMIT PATEL** is also hereby directed not to hold/deduct/freeze/attached the salary of the respondent i.e. **AMIT PATEL**.
- iii. The claimant is further directed to deduct the amount from the Award amount, if any, paid by the respondent during the arbitration

CERTIFIED COPY

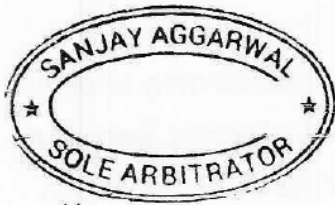
SANJAY AGGARWAL
(Sole Arbitrator)
Off. G-124 Ground Floor, Sector 15
Rohini

proceeding i.e. from the date of commencement till the date of Award.

- iv. That, the lenders/ Claimants are also entitled to recover from the respondent a cost of Rs.10,000/- which is Awarded for / toward all costs and expenses which may be borne or incurred by the claimant as the costs/ expenses of Arbitral Proceeding.

DATED: 26.12.2023

PLACE: Delhi




(SANJAY AGGARWAL)

SOLE ARBITRATOR
SANJAY AGGARWAL
(Sole Arbitrator)
Off. G-12/1, Ground Floor, Sector-15
Rohini, New Delhi-110089


SANJAY AGGARWAL
(Sole Arbitrator)
Off. G-12/1, Ground Floor, Sector-15
Rohini, New Delhi-110089

KLAD FRANCHISEE 122016-137 <122016>
KLAD A KH58514V107IN
Counter No:1, DP-Code:01
to:ANIL,
Infotech Park (Hinjawadi, PIN:41105)
From:SANJAY AGGARWAL, DELHI
wt:35grams,
Amt:36.00 ,01/01/2024 ,14:07
<<Track on www.indiapost.gov.in>>



**IN THE COURT OF HON'BLE CIVIL JUDGE SR.DIV. COURT OF PUNE
AT PUNE**

DARKHAST NO. /2026

M/S HDB FINANCIAL SERVICES LIMITED.

-- DECREE HOLDER

V/S.

AMIT PATEL

--JUDGMENT DEBTOR

Purshis filed on behalf of the **Decree Holder** is as under:-

That, the Address mentioned in the Darkhast is true and correct.

Hence this Purshis filed.

PUNE

Date:19/01/2026



ADV. FOR DECREE HOLDER

**IN THE COURT OF HON'BLE CIVIL JUDGE SR.DIV. COURT OF PUNE
AT PUNE**

DARKHAST NO.

/2026

M/S HDB FINANCIAL SERVICES LIMITED.

----- DECREE HOLDER

v/s.

AMIT PATEL

-- JUDGMENT DEBTOR

AFFIDAVIT

I, **MR. NITIN DASHRATH ASWALE**, Age- 31 years, Occ. Service, authorized person /signatory/officer of **M/S HDB FINANCIAL SERVICES LTD.** having its corporate Head Office At- HDB Financial Services Limited, Ground Floor, Zenith House, Keshavrao Khadye Marg, Opp. Race Course, Mahalaxmi, Mumbai – 400034. having its branch office at: HDB financial Services, 4th floor, Geetai Sankul, Ideal Colony, Paud Road, above Reliance Digital Mart, Kothrud, Pune-411038. do hereby state on solemn affirmation that: -

- 1) I say that, there is no appeal pending as on today in the above Darkhast.
- 2) I say that, no notice of Hon'ble Appellate Court is received by the Decree Holder against this award.
- 3) I say that, no execution proceeding is pending as on today in any Court at any place in India as against this award.
- 4) The calculation of given in execution application are true and correct as per award.

Whatever stated above is true and correct to the best of my knowledge, belief and information and in witness hereof I have signed this affidavit on **19/01/2026.**

PUNE:

DATED: 19/01/2026



**I KNOW THE AFFIANT
(SANTOSH CHAVAN)
ADVOCATE**

M. Aswale

AFFIANT
MR. NITIN DASHRATH ASWALE
(M/S HDB FINANCIAL SERVICES LIMITED.)