IN THE COURT OF MUKESH KUMAR GUPTA ,
DISTRICT JUDGE (COMM)-07/CENTRAL DISTRICT,
TIS HAZARI COURTS:DELHI

OMP(I) No. 377/2026

M/s TATA CAPITAL LTD.
Having its office at:-
9th Floor, Videocon Tower, Block 7E,
Jhandewalan Extension, New Delhi-110055.

Through its Authorized Representative
Rawat Rohit

......Petitioner

Versus

NAVEEN MAHESHWARI
R/o Chabra Colony, Bus Stand Ke Pichi,
Om Villa Ajmer, Kishangarh, Rajasthan-305802,
Mob. No. 7014246261
Email-naveenlogar1985@gmail.com

…… Respondent

Date on which order was reserved : 24.03.2026
Date on which order was passed : 24.03.2026

O R D E R :

1. By way of present order, I shall conscientiously dispose of petitioner's application under Section 9 of The Arbitration and Conciliation Act, 1996 for grant of ad-interim ex parte order for appointment of a receiver to take possession of the subject vehicle make & Model **"1.2 VX I-VTEC",** bearing **REGISTRATION NO.RJ42CA3323, ENGINE NO. L12B44030977 AND CHASIS NO.MAKDF556JJ4007357"** from the respondent, his agents or from anyone else who is in possession of the said vehicle. The applicant/petitioner in the petition has also prayed for other relief including grant of police aid, if so required.

2. Eschewing prolix details to the pleadings crystallizing the same, petitioner bank is stated to be incorporated under the Companies Act,

1956, and is stated to be involved in financial activities including disbursement and grant of loan and other allied activities. The present petition has been instituted through **Sh. Rawat Rohit,** who is stated to be the authorized representative and attorney of the petitioner's company and authorised to file, sign, verify the present petition and to engage advocate, lead evidence, swear affidavit, appear before the court and to attend the proceedings and to do all the necessary acts on behalf of company vide Power of Attorney dated 11.03.2024. It is the case of the petitioner that the respondent approached the petitioner bank for grant of loan facility for financing a vehicle pursuant to which a **Loan Agreement No. TCFUC0727000011261208 dated 31.12.2021** is stated to have been executed between the parties and an amount of **Rs.8,60,776/-** was financed. The necessary documents including the hypothecation of the vehicle were also executed alongwith the agreement. The respondent purchased the subject vehicle mentioned aforesaid out of the aforesaid amount so disbursed by the petitioner.

3. It is the case of the petitioner that the respondent has failed to adhere to financial discipline and defaulted in making payment of **Rs.1,87,407/-** towards **9 Equated Monthly Installments (EMIs) of Rs.20,823/-** out of total **60 EMIs.** The loan was foreclosed and as per the Statement of Account and foreclosure letter filed on record, a sum of **Rs.4,61,800/-** is due at the time of filing of the present petition. The agreement contained an arbitration clause in case of dispute with the seat of the arbitration within the territorial jurisdiction of this court. Hence the present present petition for preservation and interim custody of the subject vehicle, on the apprehension that the same would be wasted and disposed of by the respondent before commencement of the arbitration proceedings or till the time the arbitration award so passed, is enforced in accordance with law. Alongwith the present petition, the instant application for grant of ad-interim relief.

4. The loan agreement between the parties has an arbitration

article/clause in clause **14.** This court has jurisdiction to decide the question forming subject matter of arbitration in terms of Section 2(e) of the Act. Therefore, the contention of the petitioner is legally accepted that the present petition and the application is maintainable before this Court.

5. Attention of the Court is further drawn to the judgment of Hon'ble High Court of Delhi in case bearing No. FAO OS 117/2002 titled City Bank V/s Udesh Kumar and FAO (OS) 260/2002 titled M/s Kotak Mahindra Finance Ltd. V/s Surinder Singh & Ors. as also C.R.P. No. 223/2004 titled as Standard Chartered Bank V/s Devender Nagar wherein our Hon'ble High Court has laid down that an *ex-parte* order in such cases as a measure of interim protection to obtain ad-interim custody of the vehicle in question shall be justified. The aforesaid preposition of law has further been reiterated by the Hon'ble Apex Court in **(2006) 2 SCC 598** in **Orix Auto Finance (India) Ltd.** V/s **Jagmander Singh & Anr**.

6. It is vehemently contended that petitioner is likely to suffer irreparable loss as there is apprehension that respondent may dispose of the subject vehicle and if ad-interim protection is not granted, the same may defeat the very purpose of filing the present petition.

7. Considering the aforesaid preposition of law and the fact that the respondent is a defaulter to the tune of **Rs.1,87,407/-** towards **9 Equated Monthly Installments (EMIs)** out of the outstanding loan facility granted by the petitioner, the apprehension of the petitioner that the subject equipment may be disposed of by the respondent during pendency of dispute is not totally mis-conceived. Further more, the respondent being defaulter of EMI Amount, any delay in grant of interim relief may defeat the very object of filing the instant petition before the outstanding amount can be legally recovered by the petitioner. Accordingly, this court is satisfied that the petitioner has

been successful in making out a *prima facie* case for grant of ad-interim *ex parte* relief. Accordingly, ***Sh. Karan Singh Shekhawat, the Representative of petitioner's company,*** *is appointed as a receiver in this case to take into his custody of the vehicle make & Model* ***"1.2 VX I-VTEC",*** *bearing* ***REGISTRATION NO.RJ42CA3323, ENGINE NO. L12B44030977 AND CHASIS NO.MAKDF556JJ4007357"*** *from the respondent, his agents or any other person found possessing the equipment.* However, the aforesaid order shall be subject to the following conditions:-

(i) **Timing:** the vehicle shall be re-possessed by the Receiver only between 8.00 AM to 6.00 PM.

(ii) **No Delegation**: The Receiver shall re-posses the vehicle personally and shall not delegate this power to anyone else.

(iii) **Place of repossession**: The Receiver shall ordinary take over the possession of the subject vehicle from the respondent at the address (s) furnished in the loan application. In case, vehicle is not available at the said address(s), the Receiver shall be at liberty to recover the vehicle wherever the same is found, however, he shall specify the place & reasons for the same in his report.

(iv) **Service of order**: At the time of taking the custody of the vehicle, the Receiver shall deliver a copy of this order to the person from whom the possession has been taken and in case the person is the respondent, he shall also deliver a copy of petition and the documents to him under due acknowledgment.

(v). **Personal Articles of Occupants**: The respondent(s)/Occupant(s) of the vehicle shall be permitted to remove their personal belongings from the vehicle in question at the time of repossession.

(vi) **Inventory:** A clear and detailed inventory of the attachments/accessories in the vehicle shall be prepared by the Receiver and a copy of the same shall be given to the person from whose possession the vehicle has been taken. The Receiver shall also note down the reading of the odometer at the base of the inventory.

(vii). **Photographs:** At the time of taking the custody of the vehicle, the Receiver shall take the photographs of the vehicle from various angles so as to identify the vehicle, its physical condition and showing the person(s) occupying the vehicle; and identification of the place where the vehicle has been possessed.

(viii). **Police Assistance:** The Receiver shall be at liberty to take the assistance of the police, if so warranted, while taking over the possession of the vehicle. The SHO concerned of the PS shall render all possible assistance in accordance with the law.

(ix) PROHIBITED ACTIONS:

THE RECEIVER SHALL NOT:

(a) Stop the running vehicle on the road to forcibly take out the driver for the purpose of repossessing the vehicle;

(b) Make any attempt to block the passage of the vehicle to bring it to a halt to take its possession.;

(c) Take the possession of the vehicle, if the vehicle is occupied by a woman who is not accompanied by a male; or a child; or an elderly, infirm or physically/ mentally differently-abled. (In such an eventuality, the Receiver shall inform the occupier and then take over the possession of the vehicle from the borrower's residence).

(d) Cause or let any breach of peace. (In such an eventuality, he shall not proceed with repossession without the assistance of the police).

(X) **Storage**: After taking the vehicle in possession, the Receiver shall stack the same in his safe custody at a reasonable place.

(XI) **Payment by Respondent(s) before repossession:** In case the respondent offers to clear the pending installments or enter into an amicable settlement with the petitioner, the vehicle shall be notionally repossessed and handed over to the respondent on *superdari* of the outstanding amount uptil such payment/settlement.

(XII) **Release of vehicle on payment after repossession**:If the respondent, after the vehicle has been repossessed, contacts the petitioner to make the payment of the outstanding amount or such settled amount as they may mutually agree to, the Receiver shall release the same to the respondent on such terms as agreed.

(XIII). **Report of the Receiver**:The Receiver shall submit his report before this Court within 10 days of taking the custody of the vehicle along with the photographs, specification, list of inventory etc.

(XIV). **Receiver's Liability:** Any act or omission of the

Receiver, not warranted by the law, shall make him liable for the consequences in accordance with the law.

(XV). **Obligation of petitioner:** The petitioner shall ensure the service of the petition and all annexed documents etc. upon the respondent within 48 hours of the re-possession of the vehicle.

Petitioner is also directed to initiate arbitration proceedings against the respondent immediately and not beyond 90 days from today, if not already initiated, in terms of Section 9 (2) of the Arbitration and Conciliation (amendment) Act, 2015. It is made clear that this order shall remain in force for a period of 90 days from the date of the order or the date when the Arbitration proceedings commences, whichever is earlier.

8. **Interim application stands disposed off accordingly.**

9. The observations made in this order have been made on a *prima facie* view of the matter. They are tentative in nature and not to be construed as a final expression of opinion on the merits of the case.

MUKESH KUMAR GUPTA

Digitally signed by MUKESH KUMAR GUPTA
Date: 2026.03.24 16:07:23 +0530

ANNOUNCED IN THE OPEN COURT ON 24.03.2026

(MUKESH KUMAR GUPTA)
District Judge, (Comm.)-07
Central/THC/New Delhi