IN THE COURT OF Ms. NEELOFER ABIDA PERVEEN
DISTRICT JUDGE (COMMERCIAL COURT)-01
CENTRAL DISTRICT, TIS HAZARI COURTS, DELHI

OMP (I) (COMM.) No.242/2026
CNR NO. :DLCT01-003611-2026

In the matter of:-

TATA Capital Ltd.

……. Petitioner

VERSUS

Baljeet Singh

…….. Respondent

ORDER
26.05.2026

Present : Sh. Akshay Mathur and Sh. Tanishq Jain, Ld. Counsels for petitioner.

None for respondent.

No reply has been received. Arguments heard.

For orders, put up at 4 pm.

NEELOFER ABIDA PERVEEN
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Date: 2026.05.26 16:02:10 +0530

(Neelofer Abida Perveen)
District Judge (Commercial Court)-01
Central District/THC/Delhi/26.05.2026

At 4.00 PM
Present : None.

This is a petition filed under Section 9 of the Arbitration & Conciliation Act, 1996 seeking appointment of Receiver.

The petitioner is a commercial bank and a company registered under the Companies Act, 1956 having its registered office at 11th Floor, Tower-A, Peninsula Business Park, Ganpat

Rao Kadam Marg, Lower Parel, Mumbai-400013 and one of its branch office at 9th Floor, Videocon Tower Block 7E, Jhandewalan Extension, New Delhi-110055, engaged in the business of rendering financial / credit facilities / equipment / vehicle finance, in the form of loans etc. to the intending borrowers.

The respondent, as set forth in the petition, had applied for a loan for the purposes of purchasing a vehicle of body make “TATA SIGNA 5530 BS6 DLT TRAILOR” having Engine No. B6.7B62300D02132K64333574 chassis No.MAT828045P2K26774, and the petitioner acceding to the request of respondent had granted a loan of Rs.50,09,598/- to the respondent, vide a written loan cum hypothecation agreement bearing No.TCFCV0310000012517564 dated 23.11.2023.

As per the terms and conditions of the said loan, the respondent was bound to repay the said loan amount along-with interest in 47 EMIs of Rs.1,36,498/- each. The respondent has paid 22 EMIs and defaulted in repayment of 03 EMIs as on the date of filing of the petition as per the schedule agreed to, and there are 22 future EMIs that remain to be paid. That the above-said loan facility was recalled vide Loan Recall Notice dated 10.07.2025 as the respondent willfully and intentionally failed to comply with the said notice. As per the account maintained by the petitioner company, the respondent is liable to pay a sum of Rs.32,31,888/- towards principal amount, interest, penal interest and other dues as on 19.1.2026.

Ld. Counsel for the petitioner submitted that respondent is malafide intending to dispose off / sell / transfer the said hypothecated commercial vehicle and the intention is clearly reflected in the non payment of over 03 installments, now and that irreparable loss shall occasion to the petitioner if Receiver is not appointed to repossess the said hypothecated vehicle. That as per the terms and conditions of the loan agreement, duly executed between the parties herein, it was specifically agreed that any dispute arising out of or in connection with the said loan facility, shall be referred to and resolved by arbitration, in accordance with the provisions of the Arbitration & Conciliation Act, 1996. That the petitioner is in the process of invoking the arbitration clause.

Heard.

The respondent was sanctioned on 23.11.2023 'a Loan facility' for a sum of Rs.50,09,598/- each to be repaid in 47 months in equated installments of Rs.1,36,498/- for the purchase of make "TATA SIGNA 5530 BS6 DLT TRAILOR" having Engine No. B6.7B62300D02132K64333574 chassis No.MAT828045P2K26774, Registration No.RJ40GA6599. The respondent, it is submitted, has paid the first 22 installments but has defaulted in three installments due to which the loan has been recalled. A loan-cum-hypothecation agreement for vehicle loan was entered into with the respondent by the petitioner finance company which bears the arbitration clause. The petitioner is stated to be in the process of invoking the arbitration clause.

Taking into consideration that the respondent has diligently paid 22 EMIs, the entire loan is to be repaid in 47 installments and has defaulted in repayment of 03 installments as on the date of the application, in order to secure the hypothecated vehicle and the interest of the lending Company, as the petitioner is stated to be in the process of invoking the arbitration clause, the present application u/sec.9 of Arbitration & Conciliation Act, 1996 for the appointment of receiver is disposed of with the directions that the respondent shall not create any third party interest in respect of the hypothecated vehicle ie. “TATA SIGNA 5530 BS6 DLT TRAILOR” having Engine No. B6.7B62300D02132K64333574 chassis No. MAT828045P2K26774, Registration No. RJ40GA6599 in any manner whatsoever till the commencement of the Arbitration proceedings in terms of Clause 13 of the Loan-cum-Hypoethecation Agreement executed with the petitioner Company in respect of the vehicle in question.

In the event, that the respondent clears the outstanding dues, regularizes the loan account and continues to make payments of the EMIs as per schedule, the stay on alienation/creation of 3rd party rights in respect of vehicle in question shall automatically stand vacated.

The petitioner to comply with provisions of Section 9(2) of the Arbitration and Conciliation Act, 1996 regarding initiation of arbitral proceedings with the respondents. Petitioner company shall furnish the proof that it has served respondents with notice to join the proposed arbitration proceedings within a month.

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.

The application is disposed of. File be consigned to record room, to be put up after 90 days or on receipt of report on commencement of arbitration proceedings/service of notice, whichever is earlier.

NEELOFER ABIDA PERVEEN
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(Neelofer Abida Perveen)
District Judge (Commercial Court)-01
Central District/THC/Delhi/26.05.2026