ASHISH AGGARWAL Digitally signed by ASHISH AGGARWAL Date: 2026.07.02 16:33:16 +0530

IN THE COURT OF DR. ASHISH AGGARWAL,
DISTRICT JUDGE-03, NORTH-WEST DISTRICT,
ROHINI COURTS, DELHI

02.07.2026

ARBTN no. **1353/26**

KOTAK MAHINDRA BANK VS. RUPENDRA KUMAR VERMA

ORDER

1. Vide this order, I shall dispose of the application under Section 9 of the Arbitration and Conciliation Act for grant of ad interim exparte order for appointment of receiver to take possession of **vehicle make CB ASHOK LEYLAND 3718IL bearing no. CG22H7799** which was hypothecated by the respondent in the favour of the petitioner vide loan agreement bearing **no. SA1120103 dated 12.01.2023** for an amount of Rs. **1894424/-** payable in **EMIs of Rs.54830/- each**. It is stated that the respondent has failed to pay **2** EMIs. As per the account statement maintained by the petitioner, the foreclosure amount is **Rs. 446493.79/-.** It is submitted that if the interim relief is not granted, the petitioner will suffer irreparable loss. Copy of Loan Agreement and statement of account have been placed on record. It is submitted that vide legal notice dated **25.05.2026**, the said loan was recalled and respondent was requested to handover the possession of the said property.

2. Further, it is averred that the said agreement contains an arbitration clause which is provided in **Article 11(16)**, wherein it is mentioned that the parties expressly agree that all disputes arising out of and/or relating to this agreement shall be referred to Arbitration and that the Arbitrator shall be appointed by the lender. Further Ld. Counsel for applicant/petitioner submitted that arbitration proceedings are to be initiated and the seat of arbitration is fixed at **Chamber No. 1506, Rohini Courts, Delhi** which falls within jurisdiction of this court and hence this court has jurisdiction to entertain the petition.

3. On these facts, it is stated that petitioner has strong apprehension that the respondent may after receiving the notice of the petition may part with possession or dispose off the property and the whole purpose of filing of the petition will be defeated and petitioner shall suffer substantial loss and injury if the present application for grant of ex parte ad interim order is not allowed.

4. I have heard arguments of Ld. counsel for applicant/ petitioner. I have also gone through the record.

5. It is submitted that there is no necessity to issue notice to the respondent, at this stage and exparte order for appointment of receiver can be passed.

Cases titled as: **G.E. Capital Transportation Financial Services Ltd. Vs. Raj Tours Pvt. Ltd. 159 (2009) DLT 440 and Jai Singh Vs. IndusInd Bank Ltd. MANU/DE/4655/2009** are relied upon. Further, in case titled as: **Sunderam Finance Ltd. Vs. NEPC India Ltd. (1992) 2 SCC 479**, it has been held that interim order can be sought from the court even before commencement of proceedings. Further, it was held that the court is not debarred from dealing with the application u/s 9 of the Act merely because no notice has been issued.

6. It is also held in **Citicorp Finance (India) Ltd. Vs. Neeraj Jain and Anr. FAO 283/2005 decided on 20.09.2005** by the Hon'ble High Court of Delhi that delay occasioned due to issuance of notice, thereby preponement of interim protection, to which the appellant appears entitled, is likely to defeat the object of the petitioner. Hence, there is no requirement of issuance of notice to the respondent at this stage.

7. Keeping in view that the property is hypothecated to the applicant/petitioner as per the agreement and there is default in making payments of EMIs and despite service of loan recall notice, the respondent neither paid the outstanding amount nor handed over the possession and therefore prima facie good case is made out and balance of convenience also rests in favour of the applicant/ petitioner. Further, in case ex parte interim order is not passed, the applicant/ petitioner

would suffer irreparable loss as it is strongly apprehended that the respondent may dispose of or part with the possession of the property in question in order to defeat the claim of petitioner.

8. Considering the aforesaid preposition of law and the fact that the respondent is defaulter to the tune of **Rs. 109660/-**, the apprehension of the petitioner that the subject vehicle may be disposed off by the respondent during pendency of dispute are not totally misconceived. Furthermore, the respondent is a defaulter of EMI Amount and as such delaying grant of interim relief may defeat the very object of filing the instant petition and the application under disposal. 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. Amit Sen Gupta, Authorised Representative,*** *having the location of operation at Delhi, is appointed as a Receiver in this case to take into* ***his custody the vehicle "Make CB ASHOK LEYLAND 3718IL bearing no. CG22H7799"*** *from the respondent, his agents or any other person found possessing the vehicle.* Accordingly, the following directions are being passed:-

(I) Timing: the Vehicle shall be seized by the Receiver in between 8.00 AM to 6.00 PM only.
(II) No Delegation: The Receiver shall seize the vehicle personally and shall not delegate this power to anyone.
(III) Place of repossession: The Receiver shall ordinary take over the possession of the vehicle from the respondents) at the address

(s) furnished in the loan application. In case, the vehicle is not available at the said address(s), the Receiver shall be at liberty to recover the vehicle wherever found, however shall specify place & reasons 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.

(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: An 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 repossessed. The Receiver shall also note down the reading of the odometer.

(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 concerned SHO shall consider such request 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 person. (In such cases, the Receiver shall 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 safe custody.

(XI) Release of vehicle on payment after repossession: If the respondent(s), after the vehicle has been repossessed, contacts the petitioner to make the payment of the entire outstanding amount up-to-date or such settled amount as they may mutually agree to, the Receiver shall release the vehicle in question to the respondent(s) on such terms as agreed including but not limited to supardari subject to an undertaking by the respondent(s) not to part with the vehicle or create any third party interest in the same until the entire amount stands liquidated.

(XII) 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.

(XIII) The receiver or the bank shall not sell the property without permission of the court.

(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(s) within 48 hours of the re-possession of the vehicle.

9. The Receiver shall not repossess the vehicle if the respondent pays Rs. **109660/-** out of the total outstanding dues as on the date of the petition filed in the Court and shall also duly issue a proper receipt for receiving the amount with the apparent authority of the petitioner being reflected on the receipt itself.

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10. Petitioner is directed to initiate arbitration proceedings against the respondent within 15 days from today, if not already initiated, in terms of Section 9 (2) of the Arbitration and Conciliation (Amendment) Act, 2015. Compliance report be filed by the next date of hearing. This order shall remain in force for a period of 90 days. However, in the event of arbitration not commencing within 15 days, the present order shall stand vacated.

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

12. 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.

(Ashish Aggarwal)
District Judge-III
North-West District,
Rohini Courts, Delhi
02.07.2026