

Misc. Case No. 4757 of 2026

Present: Sri Sanjoy Kumar Das, Judge, Bench-V (WB00627)

Order No.02/ Dated 22.05.2026

Petitioner filed hazira.

Date is fixed for S/R and A/D.

Ld. Advocate for the petitioner moved the case.

Heard Ld. Advocate for the petitioner.

Perused the case record.

This is an application u/S. 9 of the Arbitration & Conciliation Act, 1996 filed by the petitioner a registered company under the Companies Act, 1956 against the respondents. This application has been registered as Misc Case no. **4757 of 2026**.

Brief facts :-

Petitioner is a financial service company. By filing the above application petitioner contended that respondents approached petitioner for loan for the purpose of purchasing one vehicle **Registration No.WB-37-E-7833, Chassis No.MAT466388F1J22762 and Engine No.51J63467867**. Accordingly, petitioner and respondents entered into an agreement for providing loan to the respondents for purchasing above vehicle. Respondents duly accepted the same.

Now the petitioner contended that the respondents have paid some installments and thereafter failed and neglected to pay any further installments despite repeated reminders and/or demands. Accordingly the petitioner served loan recall notice upon the respondents. At present total amount due is **Rs.240650/-** including charges etc. Hence this application.

By filing this application petitioner further stated that for the purpose of preservation and protection of the subject matter (vehicle **Registration No.WB-37-E-7833, Chassis No.MAT466388F1J22762 and Engine No.51J63467867**) and pending arbitration proceeding a Receiver should be appointed since the security of the petitioner is in danger.

On perusal of the copy of the loan agreement (annexed with the application), it appears that respondent took loan from the petitioner for purchasing the vehicle mentioned above. **It also appears that there is an arbitration clause in the loan agreement (clause- 29 of the loan agreement)**. It also appears that petitioner served notice upon the respondents for repayment.

Considering the entire facts and circumstances of the case, documents annexed as well as having regard to the provision of law this court is of the opinion that an interim measure should be granted in favour of the petitioner unless there is a chance of causing irreparable loss and injury to the petitioner.

Hence, it is :-

ORDERED

that the petitioner's prayer for interim measure is allowed in the limited form.

Sayan Dandapat (West Bengal Bar Council Enrollment No.F/4338/2022, Mob No.8420225006, email id : advsdandapat22@gmail.com), Ld. Advocate and the Member of Presidency Small Causes Court, Bar Association, Kolkata, W.B, Ld. Advocate is hereby appointed as Receiver to take possession of the vehicle **Registration No.WB-37-E-7833, Chassis No.MAT466388F1J22762 and Engine No.51J63467867** and to keep the same in his/her custody until further order and he/she shall take all measures for protection of the property, while the same is in his/her custody with a liberty to appoint an agent on his/her behalf.

The Officer-in-Charge of the concerned P.S. is requested to render all lawful assistance to the Receiver for implementation of the order.

Petitioner is directed to pay remuneration of Rs.6,000/- to the Ld. Receiver with a liberty to the Ld. Receiver to claim further costs, if any, incurred by him for implementation of the order on submission of proper bill.

This order shall be in force till the matter is referred to the arbitration by the petitioner or on expiry of 90 days in terms of Section 9(2) of the Arbitration & Conciliation Act, whichever is earlier.

To 25.08.2026 for submission of Report by the Ld. Receiver positively.

D/c by me,

Judge.

Judge, Bench-V,
City Civil Court, Calcutta.