**IN THE COURT OF SH AKBAR SIDDIQUE, DJ-04**
**NORTH, ROHINI COURTS, DELHI.**

**ARBTN No. 1121/2026**

**TARU AGENCIES AND INVESTMENTS P LTD.**
Through its AR
SH-11/175, New Moti Nagar,
Near Milan Cinema, New Delhi-15

….. Petitioner

VERSUS

RAM NIWAS
S/o Prahlad Singh
R/o Near SDS School Farukh Nagar
(Rural) (35), Gurgaon, Haryana-122506

…...Respondent

**30.05.2026**

O R D E R

1. Ld counsel for petitioner.

2. The present petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking appointment of receiver to take possession of **MAHINDRA ALFA LC PLUS, bearing Registration No. HR55AS9041, Engine No. 9041** and **Chassis No. 94981** which stood hypothecated with the petitioner.

3. Case of the petitioner is that the petitioner is a company, carrying on business of hire-purchase of vehicle and **Amit Bhandari** constituted attorney is duly authorized to sign, verify and institute the petition on behalf of the petitioner company. The respondent approached the petitioner for purchase of **MAHINDRA ALFA LC PLUS, bearing Registration No. HR55AS9041, Engine No. 9041** and **Chassis No. 94981** and the petitioner financed the same to respondent. An agreement of loan-cum-hypothecation dated **17.11.2023** was

executed between the petitioner and the respondent. Under the agreement, it was agreed that the respondent would hypothecate and create first charge over the said vehicle in favour of the petitioner company, as such, the vehicle stood surety for due performance of the agreement. Under the agreement, petitioner disbursed a sum of **Rs.2,60,000/-** to the respondent, which was to be repaid by the respondent in **30** equal monthly installments of **Rs. 11,920/-** each. It is claimed that the respondent failed/avoided to make the payment, as per schedule and after lapse of months/years, respondent has not paid **9.34** installment(s). It is stated that as on date, respondent is liable to pay a sum of **Rs. 1,26,964/-**. The petitioner is having apprehension that respondent is contemplating to shift the vehicle elsewhere. The agreement entered into between the parties contains arbitration clause/(s), which the petitioner intends to invoke. The petitioner has prayed for appointment of **Sh. DEEPAK SAIN** as 'RECEIVER' to take possession of **MAHINDRA ALFA LC PLUS, bearing Registration No. HR55AS9041, Engine No. 9041** and **Chassis No. 94981.**

4. It has been argued by the Ld. counsel for the petitioner that the balance of convenience lies in favour of the petitioner and if the 'RECEIVER' is not appointed, irreparable loss would be caused to it, as there is apprehension that the respondent may dispose of the vehicle. It is further argued that there is no necessity to issue notice to the respondent, at this stage, and ex-parte order, regarding appointment of 'RECEIVER' can be straightway passed. In support of arguments advanced, judgment in case of GE Capital Transportation Financial Services Ltd v Raj Tours Private Ltd. Reported as 159(2009) DLT 440 has been relied, in which, the Hon'ble High Court had

appointed the RECEIVER to take the possession of the vehicle, as the respondent had failed to make the payment of the installments. Another judgment relied is in this case of Jai Singh v Indusind Bank Ltd., reported as MANU/DE/4655/2009, in which the order of Ld. Trial Court for appointment of 'RECEIVER' was upheld. Another judgment relied upon is in the case of Sundaram Finance Ltd v NEPC India Ltd., reported as (1992) 2 SCC 479 wherein it has been held that interim order can be sought from the Court, even before commencement of the proceedings. It was further held that Court is not debarred from dealing with the application under Section 9 of the Arbitration and Conciliation Act, merely, because no notice has been issued. Next, judgment is in the case of Citicorp Finance (India) Ltd. V Neeraj Jain & Anr., (FAO 283/205, DOD: 20.09.2005, by Hon'ble High Court of Delhi), in which, it was held 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 filing of the petition. It was held that the Ld. Trial Court ought to have passed an ex-parte order, appointing a receiver to secure possession of the vehicle.

5. Perusal of agreement shows that the vehicle in question can be repossessed by the petitioner, in case of default by the respondent. As per Judgment Sundaram Finance, (Supra), and Citicorp Finance (India) Ltd., (Supra), there is no requirement of issuance of notice to the respondent before passing an ex-parte order. An ex-parte for appointment of 'RECEIVER' can be passed without issuance of such notice to the respondent.

6. Accordingly, in view of the aforesaid judgments and facts and circumstances of the case, a balance of convenience lies in favour of

the petitioner and in case ex-parte order, regarding appointment of 'RECEIVER' is not passed, it would cause irreparable loss to the petitioner. In case exparte 'RECEIVER' is not appointed, there is likelihood of disposal of hypothecated vehicle by the respondent and that its value may depreciate day by day. Consequently, I, hereby appoint **Sh. DEEPAK SAIN** employer of the petitioner, as 'RECEIVER' with directions to take possession of the **MAHINDRA ALFA LC PLUS, bearing Registration No. HR55AS9041, Engine No. 9041** and **Chassis No. 94981** from the respondent or any other person found in possession thereof. RECEIVER is authorized to take appropriate police assistance, if required. However, the vehicle shall not be sold till further order of this Court.

7. The petitioner is directed to refer the matter to the Arbitrator within three weeks. The petitioner is further directed not to transfer the possession as well as title of the vehicle in question. Compliance report regarding status of vehicle and appointment of Arbitrator be filed in due course. In case, vehicle is repossessed, compliance report be filed immediately after its repossession, failing which interim order shall stand vacated.

8. In case, vehicle is repossessed, 'RECEIVER' shall report to the local police station and shall submit the compliance report before this Court within three days of the repossession of the vehicle in question. The copy of the order be given to the 'RECEIVER' on his furnishing complete details of his residence, contact number, etc, alongwith proof.

9. The receiver shall take over the possession of the vehicle from the respondent at the address(es) given in the loan application. If the vehicle is not available at the said address(es), the receiver shall be at

liberty to recover the vehicle wherever found. However, the receiver shall not stop a running vehicle on the road to forcibly take out the driver to take the possession of the vehicle. The receiver shall also not make any attempt to block the passage of a vehicle to bring it to a halt to take its possession.

10. The receiver shall avoid taking the possession of the vehicle if the vehicle is occupied by a woman who is not accompanied by a male member or an elderly infirm or physically/mentally challenged person. In such cases, the receiver shall take the possession of the vehicle from the borrower's residence.

11. The receiver shall be at liberty to take the assistance of the local police, if required, for taking over possession of the vehicle. The concerned SHO shall provide assistance to the receiver as and when requested.

12. The receiver shall also ensure theat the repossession of the vehicle does not result in any breach of peace. In the event of any breach of peace, the receicver shall not proceed without assistance of police.

13. 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 it is taken.

14. At the time of taking the custody of the vehicle, the receiver shall take the photographs of the vehicle from different angles alongwith the person(s) occupying the vehicle as well as place of taking over the possession.

15. The receiver shall remain personally present at the time of seizure of the vehicle and shall prepare an inventory of the articles/accessories found in the vehicle and shall furnish the copy of

the inventory to the person from whom the possession is taken. The exact date and time of the seizure shall also be noted down and copy of the seizure memo shall be supplied to the respondent or his representative at the spot itself. Before taking possession of the vehicle, the respondent shall be permitted to recmove his belongings, if any from the vehicle.

16. After taking the vehicle in possession, the receiver shall keep the vehicle in safe custody for which the petitioner shall make appropriate arrangements at his own cost, risk and responsibility.

17. The maximum period for which this order shall remain effective is 90 days i.e. Maximum time granted by this Court to the applicant/petitioner under Section 9(2) of the Arbitration & Conciliation (Amendment) Act, 2015.

18. The Reciever shall not repossess the vehicle if the respondent pays **Rs. 1,26,964/-** 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.

19. Compliance report be filed on **01.09.2026**

**PRONOUNCED IN THE OPEN COURT ON THIS 30th MAY 2026.**

**(Akbar Siddique)**
**DJ-04, North, Rohini Courts,**
**Delhi/30.05.2026**

AKBAR SIDDIQUE Digitally signed by AKBAR SIDDIQUE Date: 2026.05.30 19:53:02 +0530