

**Before
SH. SHIV KUMAR
DISTRICT JUDGE-02
(WEST), DELHI**

Arbtn. No. 153/2025

Yes Bank Ltd.

.....Petitioner/applicant

Versus

Dayanand Mool Chand

.... Respondent

ORDER

1. This is a petition filed under section 9 of the Arbitration and Conciliation Act, 1996 seeking interim relief in the nature of appointment of a receiver to take possession of the subject vehicle **Make ERTIGA/VXI CNG, bearing registration number DL9CAP2256, Engine number K14BN7184922 chasis number MA3ELMG1S00498643.**

2. The case of the petitioner is that respondent had approached and requested for availing the loan facility in the nature of a vehicle Purchase Loan for the purpose of purchase of abovesaid vehicle. In view of the request of the respondent, a vehicle purchase Loan for a sum of **Rs. 292946/-** along with finance charge was granted to the respondent. The respondent undertook to repay the same in equal monthly installment of **Rs. 10373/- in 36 months**, including the interest thereon. The loan tenure as agreed was from **21.06.2023 to**

20.06.2026. An Agreement dated **21.06.2023** in respect of the above loan amount was entered vide which the respondent duly hypothecated abovesaid vehicle, in favour of the applicant company and also undertook not to part with the possession of the hypothecated vehicle.

3. It is further averred in the application that respondent however failed to adhere to the terms and conditions of the above said agreement by not paying the outstanding dues to the petitioner and the respondent has made default in paying the **last 3 monthly installments**. It is further averred that in spite of repeated reminders, the respondents has failed to clear the outstanding, the petitioner issued a loan recall notice to the respondent for the payment of the total outstanding sum but despite the service of said demand/recall/termination notice, respondent failed to make the payment against the outstanding liabilities. As per petition, **an amount of Rs. 155361/- is outstanding and payable by the respondent**. It has been further averred that in terms of the loan agreement, petitioner undertakes to initiate arbitration proceedings shortly and the venue of arbitration will be situated within the territorial jurisdiction of this Court. During arguments, Ld counsel for the petitioner submits that till date, the respondent has made default of 8 EMIs.

4. The petitioner has expressed a strong apprehension that respondent may succeed in disposing off the said vehicle, in violation of the loan Agreement. It has been thus prayed that a Receiver may be appointed to repossess the said vehicle and due to default made by

respondents in making of payment of due installments, the agreement is to be treated as having been prematurely terminated and resultantly, the lessor i.e. petitioner gets a right to possess the hypothecated vehicle.

5. Considering the facts and circumstances of the case and the fact that the respondent is a financial defaulter and the apprehension of the petitioner that the subject vehicle may be disposed off by the respondent during pendency of dispute is not mis-conceived.

6. Ld. Counsel for petitioner has prayed that delay in grant of relief may defeat the very object of filing the instant petition. I find sufficient merit in the said contention. Accordingly, I am satisfied that the petitioner has made out a prima-facie case for ex parte appointment of a Receiver to repossess the vehicle for which loan has been advanced. This court is of the view that if ex parte order for appointment of receiver is not passed then the petitioner will suffer irreparable loss and the purpose for filing the present petition will be defeated as the respondent can dispose off the vehicle in question. Therefore, the application for appointment of ex parte receiver is allowed and following directions has been passed:

(i) **Mr. Sushim Kumar** is appointed as a Receiver in this case (as per the prayer clause) to take into his custody the abovesaid vehicle **Make ERTIGA/VXI CNG, bearing registration number DL9CAP2256, Engine number K14BN7184922 chasis number MA3ELMG1S00498643.**, from the respondent, his agents or any other person found in possession of the abovesaid vehicle.

- (ii) 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 the vehicle to bring it to a halt in order to take its possession.
- (iii) 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.
- (iv) 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 so requested.
- (v) 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 of vehicle is taken.
- (vi) At the time of taking the custody of the vehicle, the Receiver shall take the photographs of the vehicle from different angles and prepare the inventory of the articles lying in the vehicle.
- (vii) After taking the vehicle in possession, the Receiver shall keep the vehicle in safe custody and shall not dispose off/sell the vehicle without the permission of the Arbitrator. Needless to say that if,

respondent tenders due payment, the vehicle shall be released to the respondent.

(viii) The Receiver shall submit his report before this court within 10 days of taking the custody of the vehicle along with the photographs and inventory mentioned above.

(ix) In case the respondent clears all the pending installments upto date, the vehicle shall not be repossessed and the amount already paid by the respondent shall be adjusted.

(x) The petitioner shall refer the dispute to arbitration in terms of loan agreement, if not already referred for appointment of an arbitrator within four weeks from today and inform the court in writing about the same on the next date of hearing. Proper notice be also sent to the respondent for commencement of the arbitral proceedings.

(xi) This order shall remain valid for three months from today.

(xii) The Receiver shall handover a copy of this order to the respondent or to the person in whose possession the vehicle is found, before repossessing the vehicle.

7. An attested copy of this order be given Dasti, as prayed for.

**Announced in the open court
on 23.12.2025**

**(SHIV KUMAR)
District Judge-02,
(West), Delhi**