

Indusind Bank Vs. Sukhwinder Singh and ors.. ARB-04-2019.

Present: Sh. Ankush Sharma, Advocate for petitioner.

The petition for arbitration and conciliation Act, 1966 for appointment of receiver was received by way of entrustment. It be registered.

The Ld. Counsel for the petitioner submitted that the respondent for the purchase of INDOFARM 3055 DI 60HP TRACTOR has approached the petitioner for financial assistance and respondent no. 2 signed the agreement as guarantor and was advanced loan for the purchase of the same and both agreed to abide by the terms and conditions of the loan agreement and to repay the loan in time but the respondents failed to repay the loan and the request was made for interim protection.

Record perused. From the perusal of the file, it reveals that the respondent no. 1 has purchased **INDOFARM 3055 DI 60HP TRACTOR bearing Engine No. C324303667NR and Chassis No. KNR3055446547** by taking loan of Rs.4,75,000/- together with the finance charges of Rs1,55,990/- total amounting to Rs.6,30,990 /-. The respondent no. 1 has to repay the loan as well as interest thereon but the respondent failed to adhere to the fiscal discipline and defaulted in the payment of monthly installments. As per the loan agreement the petitioner has empowered to take the possession of the vehicle in default of repayment of the loan. The terms and condition of agreement between the parties provide for arbitration clause which stipulate that petitioner and respondent has agreed to settle their dispute by resorting to arbitration. Ld. Counsel for the petitioner argued that the matter is going to be referred to the arbitrator, however the finance company apprehends that the respondent in order to defeat the claim of the petitioner may alienate the aforesaid vehicle before the initiation of the

arbitration proceedings or passing of the award which may passed in their favour and prayed to repossess the vehicle by appointing of the receiver.

Heard. In view of the facts and circumstances referred above and in order to avoid the irreparable loss and injury to the petitioner, it seems to be essential to appoint the receiver. Accordingly, SP Headquarter, Traffic, Rupnagar is appointed as receiver in the instant case and he is directed to impound the vehicle. He has also directed to keep the vehicle intact and to furnish the report with regard to repossession of the vehicle on and before the next date fixed. His fee is assessed as Rs.2,000/-, which is to be paid by the petitioner. Necessary docket in this regard be issued to the receiver.

The petitioner is directed to refer the matter to the arbitrator as early as possible. Now to come up on **09.04.2019 for the report of SP, Headquarter, Traffic, Rupnagar**. Notice to respondents be also issued for the date fixed.

Date of Order: 11.03.2019.
Typed by: Manisha

(Surinder Pal Kaur)
ADJ/Rupnagar
UID No. PB 0089