

M/s IndoStar Capital Vs. Khayli Ram Awana

**Arb.CIS No.285-2021
CNR no.PBSA01008582-2021
Order dated : 12.10.2021**

Present: Mr. Joban Prince Singh Bhullar Adv, counsel for applicant

Application under Section 9 of the Arbitration and Conciliation Act 1996 received by way of entrustment. It be registered.

Heard. Perusal of the application and other documents appended alongwith it reveals that respondent had approached the applicant Company for the grant of vehicle loan to purchase a Vehicle-AL 4923 bearing No.RJ-32GB-9509. An amount of Rs.2592353/- was financed and disbursed by the applicant Company and the respondent had agreed to repay the loan amount with interest on the financed amount in 41 monthly installments of Rs.61182/-, but the respondent has failed to repay the monthly installments as per the given schedule. The applicant Company is maintaining the proper accounts in the usual and ordinary course of business and as per the account, the respondent is liable to pay a sum of Rs.44,31,096/-. According to the petitioner Company, there is an arbitration clause in the agreement entered into between the parties, wherein it has been mentioned that the matter is to be referred to the arbitrator in case of any dispute. Learned counsel for the petitioner submitted that the matter would be referred to the arbitrator shortly. The petitioner Company has an apprehension that respondent might alienate the vehicle in question and the purpose of filing the instant petition would be defeated and prayed for repossession of the vehicle by way of appointment of receiver.

Keeping in view entire facts and circumstances *prima facie* case seems to have been made out in favour of petitioner for appointment of receiver to take possession of the vehicle to avoid irreparable loss and injury to the petitioner. Hence Sh. Manas Rathwho, employee of the petitioner Company is hereby appointed as receiver with a direction to take possession of the vehicle in question which is found in possession of

whomsoever subject to the following conditions :-

- 1) Receiver will release the vehicle to the respondent, if the respondent makes the payment of the disputed amount to the applicant at the time of seizure of the vehicle.
- 2) The applicant will appoint an Arbitrator within a period of one month from the date of passing of order of this Court for adjudicating the matter. The Arbitration proceedings would be conducted preferably within the territorial jurisdiction of this Court or where the respondent resides.
- 3) The receiver shall also take photographs of the seized vehicle from different angles and to prepare an inventory of the accessories affixed therein in the presence of registered owner of the vehicle.
- 4) The receiver will not change its colour and will submit the report regarding re-possession of the vehicle.
- 5) In case during the period of 90 days, the Arbitrator is not appointed, the seized vehicle shall be returned to the respondent.
- 6) The authorized representative of applicant Company can also seek police assistance if need be at the time of taking possession of the above said vehicle or at any time thereafter for protecting possession of the same.
- 7) Once the possession of the vehicle is taken, the Company would not be able to sell the same without prior permission of the Court.

Notice be issued to respondent for 6.12.2021 on filing of PF, RC and copy of petition. Copy of this order be supplied to the respondent alongwith notice.

PRONOUNCED
DATED:12.10.2021

(DEEPIKA SINGH)
ADDITIONAL DISTRICT JUDGE
SAS NAGAR, MOHALI.
Uid No.PB0222

* Lakhwinder Kaur
Stenographer Grade II

Deepika Singh
Uid No.PB0222