

ORDER BELOW EXH.05 IN R.C.S.NO. 346/2025

M/s. Archishman Chemicals Proprietary Firm & Ors.

Vs.

Tata Capital Ltd. (Tata Motors Finance Ltd.)

Read the plaint, Exh.5 and affidavit filed in support of the plaint. Perused documents annexed therewith.

02. The present suit is filed under section 34 and 36 of Specific Relief Act with a specific prayer that the defendant be directed to provide a copy of an agreement executed between the plaintiffs and the defendant on 13.07.2022, 18.01.2024 and 15.07.2022 and the appointment of Arbitrator Adv. Geetanjali Bandekar be declared as illegal. The plaintiffs also prayed that, the defendant shall not take possession of the trucks or auctioned them as per the notice dated 11.11.2025 as mentioned in the para no. 5 of the plaint.

03. It is the contention of the plaintiffs that, they have obtained loan from the defendant finance company, on 13.07.2022, 15.07.2022 and 18.01.2024 for the amount of Rs. 36,00,000/- Rs. 18,00,000/- and Rs. 38,62,255/- respectively and purchased vehicles as mentioned in para no. 5 of the plaint. It is the contention of the plaintiffs that, they have paid more than half EMI's of first two loans and 19 EMI's out of the agreed EMI's i.e. 60 EMI's. The plaintiffs are regularly paying the installments, yet the defendant sent demand notice on 17.10.2025 by stating that, they are defaulters of loan and therefore, the plaintiffs paid the entire due amount till 31.10.2025 and sent reply on 11.11.2025 through Ld. Advocate Shri. V. V. Gadekar. In spite of receipts of the said notice, on 11.11.2025 the

defendant sent a notice under section 17 and 21 of the Arbitration and Conciliation Act and appointed Adv. Geetanjali Bandekar as a Arbitrator. It is prayed in the said proceeding that, the trucks of the plaintiffs be taken into possession and thereafter sold it out in auction for the recovery of loan amount. The said act is illegal on the part of defendant. Therefore, on 15.11.2025 the plaintiffs sent a legal notice and prohibited the defendant from taking any action. Therefore the plaintiffs filed present suit with above mentioned prayers and the plaintiffs by the application filed under the Order 39 Rule 1, 2 of CPC prayed for temporary injunction from taking possession of the vehicles from the custody of the plaintiffs.

04. Heard learned advocate for the plaintiffs. The plaintiffs argued that, they have apprehension that under the pretext of orders from the Arbitrators, the defendant will take forcible possession of his trucks. Therefore, exparte ad-interim temporary injunction be granted in their favour.

05. Upon the perusal of contentions and the documents on record it appears that, the defendant finance sent a legal demand notice on 17.10.2025. Thereafter, initiated proceeding under section 17 of the Arbitration and Conciliation Act, 1996. Upon the perusal of these documents it appears that, there was an agreement between the plaintiffs and the defendant, which is not on record but under which this proceeding under section 17 of the Act has been initiated. The plaintiffs denied the execution of such agreement in respect of appointment of Arbitrator between them or being defaulter in the payment of installments of loan and yet choose not to challenge it by appearing before the said

Arbitrator. There is no such order in force in respect of seizure or auction of the vehicles as mentioned in the para no. 5 of the plaint. Therefore, on the basis of apprehension of the plaintiffs, an ex parte ad-interim injunction cannot be granted in favour of the plaintiffs without hearing the other side. Therefore, I pass following order

ORDER

- I) The prayer for ex parte ad-interim injunction is rejected.
- II) Issue show cause notice to the defendant as to why ex parte ad-interim injunction should not be confirmed.
- III) E.P and S.B. if any is allowed.

Place : Sangli.
Date : 28.11.2025.

(Rohini S. Patil)
Jt. Civil Judge Jr. Dn., Sangli.

ORDER BELOW EXH.01 IN R.C.S.NO. 346/2025**M/s. Archishman Chemicals Proprietary Firm & Ors.****Vs.****Tata Capital Ltd. (Tata Motors Finance Ltd.)**

Issue summons to defendant to appear and answer the claim and to file written statement of his defence, if any, within 30 days from the date of service of summons and for settlement of issues and to produce all documents in his possession or power vide O.8 Rule 1 and 1A of the Civil Procedure Code.

Place : Sangli.**Date : 28.11.2025.****(Rohini S. Patil)****Jt. Civil Judge Jr. Dn., Sangli.**