

**IN THE COURT OF MR. ANIL KUMAR SISODIA:
DISTRICT JUDGE (COMMERCIAL COURT)-04,
CENTRAL DIST. DELHI**

OMP(I)(COMM) No. 527/2026

TATA CAPITAL LTD.

...PETITIONER

VS.

AVISH PANWAR

...RESPONDENT

**I.A.No.01/2026 application u/s 9 of Arbitration and
Conciliation Act**

ORDER

1) Vide this order I shall dispose of an application u/s 9 of Arbitration and Conciliation Act for passing exparte interim order for appointment of receiver to take possession of the Construction Equipment make i.e. **“VOLVO CE INDIA PVT LTD- CEQ VOLVO EC200D** having Engine No. **13042469** and Chassis No. **VCEC200DT00250430”**.

2) I have heard submissions of Mr. Rajesh Kumar Ld. Counsel for petitioner.

3) Petitioner seeks appointment of receiver to take possession of Construction Equipment make i.e. **“VOLVO CE INDIA PVT LTD- CEQ VOLVO EC200D** having Engine No.

13042469 and Chassis No. **VCEC200DT00250430**” from respondent which was subject of loan advanced to respondent vide loan agreement no. **TCFCE0310000012355912** dated **30.09.2023** and hypothecated with petitioner. Agreement entitled the petitioner to repossess vehicle in the event of default in repayment of loan.

4) I find substance in the contentions made by Ld. Counsel for petitioner. There appears legitimate apprehensions on the part of petitioner that in the event of notice being issued to respondents, he may proceed to dispose of construction equipment in question to defeat the suit claim.

5) Reliance in this regard is placed on ***Citi Bank N.A Vs. Sudesh Kumar, FAO(OS) No.117/2002*** and ***FAO(COMM 6/2023 ICICI Bank Ltd. Vs. Tranzlease Holding India Pvt. Ltd.*** where an exparte order was granted appointing receiver for seizure of vehicle pursuant to a loan scheme between appellant and respondent wherein respondent had agreed to make payment due pursuant to agreement between parties with payments to be made in installments, which were not so paid.

6) The contentions made by the Ld. Counsel for petitioner are also supported by the observations made in ***Citi Bank Vs. Bhupinder Singh***, FAO No.198/2006, wherein it was observed that apprehension on the part of appellant that in event of notice

being issued to respondent that he may proceed to dispose of vehicle in question to defeat suit claim, could not be taken to be unfounded and it was held that there were sufficient grounds for passing ex parte order for appointment of receiver. The legal representative of the company in that case was thus appointed as Local Commissioner to take over possession of Construction Equipment from respondent or anyone found in possession thereof and to keep same in his safe custody and not to dispose of same without order of Court and receiver was also authorized to seek necessary police assistance from local police.

7) The Hon'ble Delhi High Court in ***ICICI Bank Limited v. Kaptan Singh***; II (2007) BC 586 and ***ICICI Bank Limited vs. Jal Singh***, FAO 271/2017 allowed the similar prayer made by petitioner thereof for appointment of an ex parte receiver in view of non-payment of EMI dues towards loan agreement.

8) There has been a default in payment of **16 EMIs** by respondent. Further respondent have failed to pay amount due towards Equated monthly installments despite service of legal notice dated **13.12.2023** upon him. Apprehension of petitioner that vehicle in possession of respondent may be misappropriated or sold off if notice is served upon him cannot be held to be merely imaginary.

9) Thus, **Mr. Ravi Nager**, representative of petitioner, as prayed in application, is appointed as a receiver to take over

possession of Construction Equipment make i.e. **“VOLVO CE INDIA PVT LTD- CEQ VOLVO EC200D** having Engine No. **13042469** and Chassis No. **VCEC200DT00250430”** from respondent. It is directed that,

1. Receiver, while taking possession of the subject construction equipment will ensure that due courtesies are extended to respondent.

2. Receiver shall take over possession of construction equipment from respondent at address(es) given in loan application. If construction equipment is not available at said address(es), receiver shall be at liberty to recover construction equipment from wherever found. However, receiver shall not stop a running vehicle on road to forcibly take out the driver to take possession of vehicle. Receiver shall also not make any attempt to block passage of a vehicle to bring it to a halt to take its possession.

3. Receiver shall avoid taking possession of construction equipment if construction equipment 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, receiver shall take possession of construction equipment from borrower's residence.

4. Receiver shall also ensure that repossession of construction equipment does not result in any breach of peace. In event of any breach of peace by person occupying the construction equipment, receiver shall not proceed without assistance of police.

5. In case police assistance is required, receiver will approach Station House Officer manning nearest police station, who, in such an eventuality, shall render due assistance to enable compliance in the matter.

6. Receiver will also keep in mind time and place where subject vehicle is taken possession of. If, at the time of taking possession, respondents were to pay sums, which are due and

payable then, the receiver, will issue a receipt to respondent and release construction equipment on superdari to her subject to an undertaking by respondent to receiver for regular repayment of future monthly installments till expiry of tenure and a declaration not to part with construction equipment or create third party interest in construction equipment until entire amount is paid.

7. At the time of taking possession of said construction equipment, photographs of said equipment from all angles (including inside) be taken. He shall also take photograph of speedometer clearly displaying the kilometers covered by the said vehicle.

8. Receiver shall prepare an inventory of articles/accessories found in equipment and shall furnish a copy of inventory to person from whom possession of construction equipment is taken.

9. He shall also get survey of said construction equipment done from a

Government approved surveyor regarding its condition and value within 24 hours of taking possession.

10. In case receiver is successful in obtaining possession of subject construction equipment before next date of hearing, he shall inform the court forthwith and submit his report within 03 days of taking possession of construction equipment. Further in case construction equipment is not traced, even then he shall submit his report before next date.

11. He shall keep the construction equipment in safe custody and vehicle shall not sell or dispose it off without permission of the court.

10) The application u/s 9 of the Arbitration and Conciliation Act is disposed of in above terms. This order shall remain effective for a period of three months only from date of order. Report be filed within 10 days of taking possession of Construction Equipment Chassis/Body make i.e. **“VOLVO CE INDIA PVT LTD- CEQ VOLVO EC200D** having Engine No. **13042469** and Chassis No. **VCEC200DT00250430”**. Application stands disposed of.

11) Provisions of Order XXXIX Rule 3 CPC be complied within 15 days from today. Copy of order be given dasti to the counsel for the petitioner.

(ANIL KUMAR SISODIA)
District Judge (Commercial Court)-04
Central/Delhi

Announced in open court
on 01.06.2026