

OCD-3

AP-COM/72/2025
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

L AND T FINANCE LIMITED
VS
ANJALI TRADERS

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date : 13th June, 2025.

Appearance:
Ms. Archana Chowdhuri, Adv.
Mr. Sariful Haque, Adv.
Ms. Priyanka Ghosh, Adv.
. . .for the petitioner.

The Court: Affidavit of service is taken on record.

The petitioner is a non-banking financial company. Affidavit of Service is taken on record. The respondent has refused service. Refusal is good service. A loan agreement was entered into between the parties, which contains an arbitration clause.

The petitioner submits that Rs.20,00,000/- was lent to the respondent. The respondent defaulted in payment. The agreement stood terminated ipso facto on the petitioner having failed to pay the money. It is further submitted that a notice terminating the agreement was also issued. As on date a sum of Rs. 17,37,730.05/- is due and payable. The petitioner prays for attachment of the bank account of the respondent and appointment of the Receiver over the properties of the respondent, which should be disclosed before the Court. As of

now, this Court is of the view that without granting an opportunity to the respondent to file an affidavit, the order of attachment should not be passed.

The respondent should be given a chance to file an affidavit disclosing their assets and also disclosing what their stand would be with regard to the repayment of the credit facility which had been advanced by the petitioner.

Let such affidavit in opposition be filed within three weeks; reply thereto, if any, be filed within a week thereafter. Let this matter appear in the monthly list of August, 2025.

Fresh service of notice along with the copy of this order be issued upon the respondents. The petitioner submits that the agreement was executed within the Ordinary Original Jurisdiction of this Court, giving jurisdiction to this court to entertain the prayers made.

All questions, including the question of jurisdiction of this court are kept open. The petitioner will take steps for invoking arbitration.

(SHAMPA SARKAR, J.)

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