

ORDER

OCD-18

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

AP-COM/335/2025
SREI EQUIPMENT FINANCE LIMITED
VS
MANTENA SRINIVASA RAJU AND ORS.

BEFORE:

The Hon'ble JUSTICE SHAMPA SARKAR

Date: 6th May, 2025.

Appearance:

Mr. Swatarup Banerjee, Advocate
Mr. Raghunath Ghose, Advocate
Ms. Pritha Ghose, Advocate
... for the petitioner.

1. Affidavit of service is taken on record. Despite service, none appears on behalf of the respondents.
2. This is an application under Section 9 of the Arbitration and Conciliation Act, 1996, for interim protections. The master lease agreement was entered into between the petitioner and the partnership firm namely M/s. Mantena Infra, on April 5, 2017. The respondent No. 3 is the guarantor and the other respondents are the partners of the firm. It is contended that, as the partnership firm is unregistered, the other partners have been impleaded in this proceedings. The petitioner contends that the agreement was signed by the respondents, at their office and thereafter forwarded to the petitioner. The contract was signed and concluded, upon affixation of the signature of the representative of the petitioner at

the office at 6A, Kiran Shankar Roy Road, Kolkata-700001. The office is situated within the ordinary original jurisdiction of this Court. In terms of the master lease agreement, the lease rentals were to be paid to the petitioner. The respondents committed breach.

3. Mr. Banerjee contends that equipments were taken on rent by the firm and utilized for their business. The rentals were not paid as per the repayment schedule contained in the agreement. The repayment schedule has been discussed in paragraph 6 of this application. In total, the respondents were required to pay a sum of Rs.25,13,88,173/- in 66 monthly lease rentals. It is submitted that, upon payment of part of the 52nd lease rental, further monthly lease rentals remained unpaid. By a letter dated February 20, 2025, the learned advocate for the petitioner informed the respondents that the agreement expired due to efflux of time and called upon the respondents to make payment of the dues amounting to Rs.23,98,27,740/-. Reliance has been placed on clause 18(n) of the agreement, which contains the arbitration clause. All disputes and differences arising out of the said agreement, including interpretation of any of the clauses of the said agreement, were to be settled by arbitration. The expression used is “shall be settled”. The venue of the arbitration shall be Kolkata and objections would not be entertained from any party, in this regard.
4. The petitioner prays that an order be passed, appointing a Receiver to take over possession of the equipments in view of the risk of alienation

and/or removal of the assets from their present location. The conduct of the respondents would indicate that their intentions were not good.

5. Upon considering the prima facie case, balance of convenience and inconvenience and irreparable loss and injury, this Court deems it fit to issue an order of injunction, restraining the respondents from alienating, encumbering and/or changing the nature and character of the assets. The assets can be used in the usual course of business i.e. for the purpose for which the same were rented. However, no third party rights shall be created. The description of the assets appear at pages 58 to 60 of the application. The list includes 42 number of assets of various descriptions with details of engine numbers etc. This order will cover all those 42 equipments/assets.
6. This interim order shall continue for a period of two months. Further service of notice along with a copy of this order upon the respondents be effected. The respondents are at liberty to pray for variation, vacation and/or modification of the order.
7. The question of maintainability is kept open. The question of appointment of Receiver shall be considered on the next date of hearing, upon hearing the respondents.
8. The matter will appear in the monthly list of July, 2025.

(SHAMPA SARKAR, J.)