

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
(Commercial Division)

AP-COM/838/2025
L AND T FINANCE LIMITED
VS
J B And Company

BEFORE:

The Hon'ble JUSTICE GAURANG KANTH

Date : 24th November, 2025.

Appearance
Ms. Shrayashee Das, Adv.
Mr. Subhayan Chakraborty, Adv.
Mr. Tridibesh Dasgupta, Adv.
...for the petitioner

The Court: The petition has filed an application under section 9 of the Arbitration and Conciliation Act, 1996, seeking a direction upon the respondents to furnish adequate security to the extent of Rs. 18,50,814.31/- towards the alleged outstanding dues payable to the petitioner. In the event, the respondents fail to furnish the said security, the petitioner prays for an order of attachment of the respondent's Bank Account, as detailed in Annexure- E.

It is a case of the petitioner that credit facility of Rs. 30,29,871/- was extended to the respondent in terms of the loan agreement entered into between the parties dated 15th February, 2024, repayable within thirty six months along with interest at the rate of 15 percent per annum. The petitioner alleges that the respondents defaulted after payment of the 4th instalment. Consequently, the petitioner terminated the loan agreement vide letter dated 14.08.2025 and demanded a sum of Rs. 20,21,809.34/-. The respondents failed to make the payment. Thereafter, the petitioner referred the dispute before the Online Dispute Resolution Platform on 25th August,

2025, wherein an arbitrator was appointed by the platform on 1st September, 2025. Thereafter, by the order dated 15th September 2025, the Arbitrator reclused himself from the arbitration on the ground that the respondents had objected to his appointment.

The petitioner submits that steps are being taken for the appointment of another arbitrator. Meanwhile, the outstanding dues have been accumulated to Rs. 18,50,841.31/-. Hence, the petitioner has filed the present petition seeking a direction upon the respondents to furnish adequate security for the said outstanding amount failing which the Bank Account mentioned in Annexure-E be attached.

Learned counsel for the petitioner draws attention to Clause 8 of the loan agreement dated 15th February, 2024, which contains the arbitration clause. She further submits that the entire transaction was carried out within the territorial jurisdiction of this Court and, therefore, this Court is competent to entertain the present petition.

Affidavit of service is taken on record. Despite service, none appears for the respondents. Learned counsel for the petitioner undertakes to serve again upon the respondents. The petitioner is accordingly directed to serve the respondents within a period of three weeks.

Affidavit of service shall be filed on the returnable date.

The petitioner is further directed to take appropriate steps for the constitution of the Arbitral Tribunal in accordance with law.

Let the matter be listed after four weeks i.e. on 22nd December, 2025.

(GAURANG KANTH, J.)