

**Misc. No.163/2020  
In CS No. 12667/16  
Mangal Sain and Ors. Vs. Smt.Kant and anr.**

**Through Cisco Webex Video Conferencing**

**23.07.2020 (11.38 a.m. to 11.40 a.m.)**


**Pr: Sh.Narendra Kalra, Ld.counsel for the  
applicant/plaintiff.**

**(Mobile No. 9811403864, 9811832975)**

**(Email ID.Kalra.narendra@gmail.com)**

Issue notice of the review application under Order 47 read with Section 151 CPC to the defendants and their respective counsels through Nazarat Branch, West, THC, Delhi subject to applicant/plaintiff providing whatsapp number / Email ID of defendants and their respective counsels for the date fixed i.e. **01.09.2020**.

A copy of order be sent to the Ld.counsel for applicant/ plaintiff through whatsapp.

  
**(Vikas Dhull)  
ADJ-01, West,  
THC, Delhi**

Civ DJ 12932/16

Sh.Parminder Singh Vs. Sh.Joachim Lakra and Ors.

**Through Cisco Webex Video Conferencing**

**23.07.2020 (2.17 p.m. to 2.24 p.m.)**

Hard copy of application filed by defendants no.2 and 3 under Section 151 CPC seeking permission of the court to sell the suit property bearing no.C-680, 2<sup>nd</sup> Floor, Vikas Puri, New Delhi received by Ahlmad yesterday in the court after 4.00 p.m. from Filing Section, West, THC, Delhi and the same has been put before the undersigned by reader of the court through whatsapp, who received the same from ahlmad on whatsapp. **It be checked and registered.**

Further, as per report of Ahlmad, affidavit alongwith said application has not been filed.

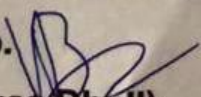
Pr: Sh.Harpreet Singh Popli, Ld.counsel for defendants no.2 and 3.

(Mobile No. 9899999336)

(Email ID. harrypopli@gmail.com.)

**Issue notice of the said application to the plaintiff and his counsel through Nazarat Branch, West, THC, Delhi subject to defendants no.2 and 3 providing whatsapp number /email ID of plaintiff and his counsel for 25.07.2020.**

**A copy of order be sent to the Ld.counsel for defendants no.2 and 3 through whatsapp.**

  
(Vikas Dhull)

ADJ-01 (West)



Civ DJ 875/17  
SAKSHI KATHURIA Vs. GURDEEP KAUR

**Through Cisco Webex Video Conferencing**

**23.07.2020 (2.30 p.m. to 2.34 p.m.)**

Application on behalf of plaintiff for preponement of the matter and for hearing the matter through video conferencing received on court email ID from Filing Section, West, THC, Delhi and the same has been put before the undersigned through email. **It be checked and registered.**

Pr: Sh.Vikram Dua, Ld.counsel for applicant/plaintiff.

(Mobile No. 9810080638, 9212080638)

(Email ID. mailvikramdua@gmail.com)

**Issue notice of the said application to the defendant and her counsel through Nazarat Branch, West, THC, Delhi subject to applicant/plaintiff providing whatsapp number /email ID of defendant and her counsel for 27.07.2020.**

**A copy of order be sent to the Ld.counsel for applicant/plaintiff through whatsapp.**



**(Vikas Dhull)**

**ADJ-01, West, THC, Delhi**

CS No. 612870/16

CIS BIO International Vs.RSL Balibstruments Inc.

**Through Cisco Webex Video Conferencing**

**23.07.2020 (11.09 a.m. to 11.21 a.m.)**

Pr: Sh.Binay Shanker Tiwary, Ld.counsel for  
plaintiff.

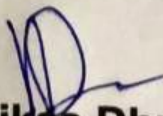
(M.No. 9971132266, Email ID:  
binay.s.tiwari@gmail.com)

**Defendant exparte.**

Exparte final arguments heard today.

**Put up on 25.07.2020 at 4.00 p.m. for  
judgment.**

**A copy of order be sent to the Ld.counsel  
for planitiff through whatsapp.**

  
**(Vikas Dhull)  
ADJ-01, West,  
THC, Delhi**

**IN THE COURT OF VIKAS DHULL: ADDITIONAL  
DISTRICT JUDGE-01, TIS HAZARI COURTS (WEST),  
DELHI**

Arbitration No. 11/2020

In the matter of :

M/s. New Anand Auto Deals  
S-21, Shop No.6, Ajay Enclave  
New Delhi-110018

Also at: Regd.Office at 2185/62, Nai Wala  
Karol Bagh, New Delhi-110005  
Through its Prop.Sh.Ragbir Singh Anand

**... Applicant/Petitioner**

Versus

Sh.Durga Prasad Sav  
S/o Sh.Shankar Sav  
R/o 206, Village Rajpura  
Gurmandi, Rana Pratap Bagh  
North Delhi, Delhi-110007

**... Respondent**

**Date of filing of application through email: 22.07.2020**

**Date on which order reserved :23.07.2020**

**Date on which order passed :23.07.2020**



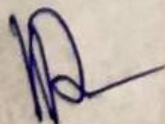
**ORDER**

1. The applicant/petitioner has filed the present application under Section 9 of the Arbitration and Conciliation Act, 1996 seeking appointment of receiver to take possession of security i.e. vehicle bearing Registration No. **DL-1R-Q-1265 make Bajaj TSR Model, 2014.**
2. It is averred in the application that applicant/petitioner is in the business of finance for various purposes and Sh.Ragbir Singh Anand is the proprietor of the same.
3. It is averred in the application that respondent made a representation at the branch office of the applicant/petitioner company for availing a facility in the name of hire & purchase of aforementioned vehicle and consequent upon execution of agreement dated 31.12.2017 for total hire charges of Rs.3,00,000/-, the aforesaid vehicle was given to respondent on loan cum hypothecation agreement.
4. It is averred that respondents undertook to comply



with the payment schedule of Rs.3,00,000/- for 36 months payable in the installments of Rs.12,085/- each.

5. It is further averred after availing the finance facility and possession of the vehicle bearing No. **DL-1R-Q-1265**, respondent failed to make the payment as per the agreement and committed willful defaults and as on June, 2020, total outstanding amount against respondent was Rs. 1,67,010/- as the respondent had paid only 13 installments till date and defaulted in payment of 18 installments which were to be paid up to.
6. It is further averred that applicant company apprehends that respondent might try to part with the possession of said vehicle in violation of terms and conditions of agreement. Accordingly, a prayer has been made for appointing receiver to take possession of the vehicle in question i.e. **DL-1R-Q-1265**.
7. I have heard Sh. Vijay Kumar Sehgal, Ld. counsel for applicant/petitioner. I have also carefully





perused the documents filed on record.

8. As per statement of account, filed by petitioner/ applicant, the loan amount was Rs.3,00,000/- and the same was required to be repaid in equal monthly installment of Rs.12,085/- each. However, respondent has only paid Rs. 1,68,000/- to the applicant/ petitioner and as on June, 2020, balance outstanding amount is Rs. 1,67,010/-- which is required to be paid by the respondent. The loan agreement dated 31.12.2017 has also been filed on record.

9. Further, in the light of **Order dated 26.02.2018 of Hon'ble High Court of Delhi in FAO 7/2016, titled as ICICI Bank Limited v. Updesh Nagar, the impugned order declining the prayer made for appointment of a Receiver has been set aside and a Receiver was appointed.** In the said case, the Hon'ble Court has observed that:--

"each day's delay in repayment of the loan causes prejudice to the appellant. The appellant/ plaintiff is a Finance Company which, essentially,





deals with public funds and therefore, cannot be left at a loose-end to protect its security. The only security as contended by the counsel for the appellant/ plaintiff, qua the loan disbursed to the respondent/defendant, is the aforementioned vehicle."

10. Considering the aforesaid preposition of law and the fact that the respondent is defaulter and is now liable to pay a sum of Rs. 1,67,010/- till June, 2020, the apprehension of the petitioner that the subject vehicle may be disposed off by the respondent during pendency of dispute is not totally mis-conceived. Further, the respondent is a defaulter and as such delaying grant of interim relief, may defeat the very object of filing the instant application under disposal. Accordingly, this court is satisfied that the petitioner has been successful in making out a prima facie case for appointment of receiver. In this regard, guidelines laid down by the **Hon'ble Delhi High Court** in **O.M.P. (I) No. 540/2015 & I.A. No. 25026/2015** titled as **Kotak Mahindra Prime Ltd. Vs. Kamal**

**Chauhan & Anr., decided on 23<sup>rd</sup> December, 2015** have been taken into consideration and accordingly, the following directions are being passed:--

**(i) Shri Manish, Recovery Manager of Petitioner is hereby appointed as Receiver in this case to take into his custody the vehicle i.e. DL-1R-Q-1265, Engine No.324623, Chasis No.366117 MAKE BAJAJ TSR Model 2014 from respondent, his agents or any other person found possessing the vehicle.**

(ii) The Receiver shall file his photo identity card alongwith his affidavit that he is working with the petitioner company through email on court email ID i.e.readeradj01west@gmail.com within three days of passing of the order.

(iii) An inventory in respect of the attachments in the vehicle shall be made by the receiver and copy of the same be given to the person from whose possession the vehicle is repossessed and the petitioner shall





sent the same on court email ID i.e. readeradj01west@gmail.com alongwith his report.

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

(v) The Receiver shall avoid taking the possession of the vehicle if the vehicle 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, the receiver shall take the possession of the vehicle from the borrower's residence.

(vi) At the time of taking the custody of the vehicle, the Receiver shall take the photographs of the vehicle from



different angles alongwith the person(s) occupying the vehicle as well as the place of taking over the possession.

(vii) At the time of taking the custody of the vehicle, the Receiver shall deliver a copy of this order to the person from whom the possession is taken. The vehicle in question shall not be sold or disposed of or the possession thereof parted with without due permission of the Court.

(viii) The Receiver shall also ensure that the repossession of the vehicle does not result in any breach of peace. In the event of any breach of peace, the Receiver shall not proceed without assistance of police.

(ix) In case the respondent clears all the installments due before such repossession, the vehicle shall not be repossessed.

(x) After taking the vehicle in possession, the Receiver shall keep the vehicle in safe custody.

(xi) If the respondent make payment of the outstanding installments as on date





of repossession, the receiver shall release the vehicle in question to the respondent on superdari subject to an undertaking by the respondent to the Receiver for regular repayment of future monthly installments till the expiry of the tenure and a declaration not to part with the vehicle or create third party interest in the vehicle until the entire amount is paid.

(xii) If the respondent is not in a position to clear the entire outstanding installments, the Receiver shall give him another opportunity to pay the outstanding installments within 30 days of taking over the possession of the vehicle and in case the respondent makes the payment of the outstanding installments within the said period, the Receiver shall release the vehicle to the respondent subject to an undertaking as aforementioned.

(xiii) If the respondent does not make the payment of the outstanding amount to the Petitioner within 60 days, the Receiver, with the prior permission of the Arbitrator, would be authorized to sell the vehicle in question in a public auction with prior written notice (to be



sent by Speed Post (AD) on the date of auction to the respondent at the address(es) mentioned in the loan agreement or the address from where the vehicle is taken into possession so that the respondent may also be able to participate in the auction to enable the appellant to fetch maximum amount from the sale of the vehicle. The Receiver shall carry out video recording of the auction proceedings and shall submit the same before the Arbitrator along with his final report.

(xiv) The Receiver shall inform the respondent the option of resolving the dispute amicably by settlement before the Ld. Mediation Cell, Tis Hazari Courts, Delhi and will also give a copy of this order to the respondent at the time of repossessing the vehicle.

(xv) The receiver shall be at liberty to take the assistance of the local police, if required, for taking over possession of the vehicle. The concerned SHO shall provide assistance to the receiver as and when requested.

(xvi) The petitioner shall refer the dispute to arbitration in terms of clause





10.14 of loan agreement if not already referred for appointment an arbitrator within four weeks from today and inform the Court in writing about the same.

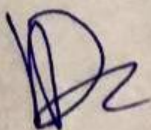
(xvii) The receiver shall submit his report on court email ID i.e. readeradj01west@gmail.com within 10 days of taking the custody of the vehicle along with the photographs and inventory mentioned above, if matter is not referred to Arbitration, till such repossession.

(xviii) In case, the matter is referred to arbitration after this order, then the receiver shall submit a copy of his report before the arbitrator. In case same has been already referred then also such report shall be filed before the arbitrator.

(xix) The learned arbitrator shall decide the disputes referred for arbitration uninfluenced by the present order.

(xx) The parties are at liberty to apply to the learned arbitrator for modification of this order.

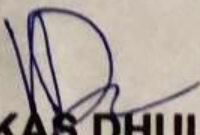
(xxi) This order shall remain in force till



either the respondent makes the payment of the loan amount or till it is modified by the learned arbitrator during arbitration proceedings or till the termination of the arbitration proceedings.

11. With the aforesaid directions, **application stands disposed of accordingly. Let copy of this order be served upon the respondent by petitioner through whatsapp/email and file affidavit to the said effect on court email ID i.e. readeradj01west@gmail.com within five days from service.**
12. **A copy of order be sent to the Ld.counsel for petitioner through whatsapp/email.**

ounced in the open court  
1: 23.07.2020

  
(VIKAS DHULL)  
ADJ-01/THC/WEST/DELHI



Arbt.No. 11/2020  
M/s.New Anand Auto Deals Vs. Durga Prasad Sav

**THROUGH CISCO WEBEX VIDEO CONFERENCING**

**23.07.2020 (11.25 a.m. to 11.34 a.m.)**

Pr: Sh.Vijay Kumar Sehgal, Ld. counsel for the applicant/petitioner.

(Mobile No. 9873403435)


(Email ID: vijayadv558@gmail.com).

**Ld.counsel for petitioner is directed to file the hardcopy of petition under Section 9 of the Arbitration and Conciliation Act, 1996 alongwith Annexures within 15 days from the re-opening of courts.**

**On inquiry, it is submitted by Ld.counsel for petitioner that arbitration proceedings have not been commenced as of today.**

Arguments heard. Record perused.

Put up today at 4.00 p.m. for orders.

  
(Vikas Dhull)

**ADJ-01/West/THC/DELHI**

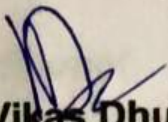
At 4.00 p.m.

Pr: None.

Vide separate order passed today, the application under Section 9 of the Arbitration & Conciliation Act, for grant of ad interim relief for **appointment of receiver has been allowed.**

**A copy of order be sent to the Ld.counsel for petitioner through whatsapp/email.**

File be consigned to record room.

  
(Vikas Dhull)

**ADJ-01/West/THC/Delhi**