**Case No.: [[case.id]]**

**Date: [[event.form.Interim Application (if any).field.Date of Application]]**

**To,**

**The Learned Arbitrator,**

**Appointed in Arbitration Case No. [[case.id]]**

**Through Jupitice ODR Centre**

**BEFORE THE ARBITRAL TRIBUNAL  
ADV.** **[[event.Appointment of Arbitrator.form.Appointment of Arbitrator.field.Name of Appointed Arbitrator]]  
ARBITRATION PROCEEDINGS NO. [[case.id]]**

**IDFC FIRST BANK LIMITED**

**..Claimant**

**Versus**

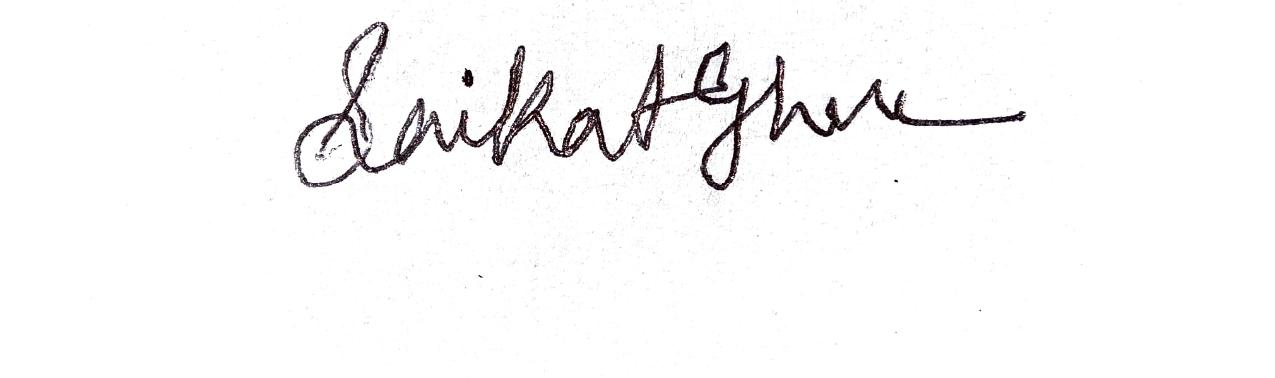
**[[event.Case Initiation.form.Case Details.field.RESPONDENT NAME]]**

**..Respondent**

We are concerned for the Claimant in the abovementioned matter.

Please find enclosed herewith the copy of the Application under Section 17 of the Arbitration & Conciliation Act, 1996 dated **[[event.form.Interim Application (if any).field.Date of Application]]** being preferred by the Claimant in the above-referred proceedings as and by way of service upon you.

**Yours truly,**

****

**[[event.form.Statement of Claim.field.Name of Authorized Representative]]**

**(AUTHORIZED REPRESENTATIVE)**

**FOR IDFC FIRST BANK LIMITED**

**CLAIMANT**

**BEFORE THE ARBITRAL TRIBUNAL  
ADV.** **[[event.Appointment of Arbitrator.form.Appointment of Arbitrator.field.Name of Appointed Arbitrator]]  
ARBITRATION PROCEEDINGS NO. [[case.id]]**

**IDFC FIRST BANK LIMITED,**having its Registered Office at KRM Tower,  
7th Floor, No. 1, Harrington Road,  
Chetpet, Chennai-600031, Tamil Nadu  
**Branch Address**[[event.Loan Recall Notice.form.Loan Account Details.field.Branch Office]]

**..Claimant**

**[[event.Case Initiation.form.Case Details.field.RESPONDENT NAME]]**[[event.Case Initiation.form.Case Details.field.RESPONDENT ADDRESS]]  
[[event.Case Initiation.form.Case Details.field.LANDMARK]] [[event.Case Initiation.form.Case Details.field.CITY]] [[event.Case Initiation.form.Case Details.field.STATE]] Pin code - [[event.Case Initiation.form.Case Details.field.ZIP CODE]]   
[[event.Case Initiation.form.Case Details.field.Mobile No]]

**..Respondent**

**APPLICATION ON BEHALF OF THE CLAIMANT UNDER SECTION 17 OF THE ARBITRATION AND CONCILIATION ACT, 1996 (“Act”)**

**MOST RESPECTFULLY SHOWETH AS UNDER:**

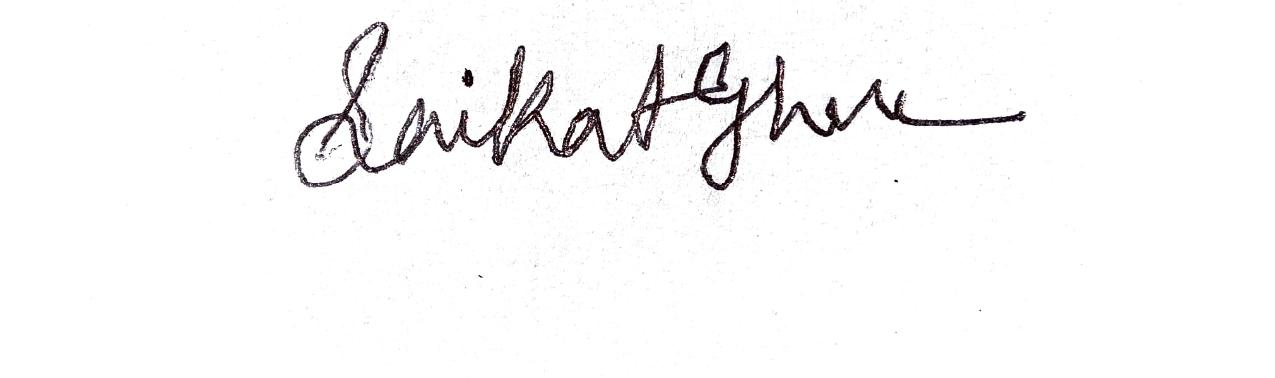
1. That the captioned matter is pending adjudication before this Hon’ble Tribunal.
2. That the Claimant has filed the claim petition before this Hon’ble Tribunal against the Respondent seeking recovery of the amount lawfully due and payable to the Claimant. That the contents of the claim petition be read as part and parcel of the present application and are not reproduced herein for the sake of brevity.
3. Notwithstanding the factual averments made by the Claimant in the accompanying Statement of Claims leading to the initiation of the instant proceedings, the Claimant begs to submit the following for the kind consideration of this Arbitral Tribunal for determining the interim reliefs sought in the instant application under the Act:
   * It is submitted that a loan facility bearing **Account No. [[event.Case Initiation.form.Case Details.field.Agreement ID]]** was sanctioned in favour of the Respondent on **[[event.Case Initiation.form.Case Details.field.SANCTION DATE]]** .
   * At the time of applying for the Loan Facility, the Respondent submitted a duly filled Loan Application Form, to the Claimant, representing and assuring that the repayment against the use of the said facility shall be made without any default adhering to mutually agreed terms and conditions. A copy of the Application Form has been submitted with the Statement of Claim.
   * On the basis of the loan application and representations made by the Respondent, the loan was sanctioned and disbursed to the Respondent.
   * At the time of grant of the loan facility, the terms and conditions of the Loan Agreement were extensively explained to the Respondent. The terms and conditions of the Loan Agreement were accepted by the Respondent by signing the said Agreement. In line with prevailing industry standards, a Loan Agreement setting out the terms and conditions of the loan facility was duly issued to the Respondent. A copy of the Loan Agreement has been submitted with the Statement of Claim..
   * The Claimant states that, despite issuing monthly statements and repeatedly demanding payment of EMIs through various requests and reminders, the Respondent has failed to pay the outstanding amounts legitimately due and payable to the Claimant.
   * Accordingly, the dispute has arisen between the parties to the Agreement, and the instant arbitration proceedings have been initiated by the Claimant seeking recovery of **Rs. [[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Amount]]/-** from the Respondent.
4. The Claimant states that, the Claimant has produced on record the copy of the Agreement and other relevant documents which prima facie proves the claim of the Claimant. That, as per the facts and circumstances, the bank account of the Respondent(s) needs to be debit-free in order to safeguard the interest of the Claimant. That if the Respondent(s) succeeds in withdrawing the entire cash from his bank account, the same would not only frustrate the instant proceedings but shall result in causing great loss and injury to the Claimant.
5. That the Claimant submits that the Respondent(s) is operating savings/current bank accounts with the following banks: **[[event.form.Statement of Claim.field.Respondent's Bank Account Details]]**. These accounts are linked with **PAN number(s) [[event.form.Statement of Claim.field.Respondent's KYC Details]]** belonging to the Respondent(s). There is a strong apprehension that the Respondent(s) may withdraw or siphon off the amounts lying in the said bank accounts, thereby rendering the Claimant remediless and frustrating the purpose of the present arbitration proceedings. In light of the same, the Claimant humbly prays that this Hon’ble Tribunal may be pleased to direct the Managers of the aforementioned banks to debit freeze the said bank accounts to the extent of the claim amount until the final disposal of the arbitration proceedings. The Claimant further prays that the Respondent(s) may also be directed to furnish details of any additional bank accounts operated by them, either individually or jointly. In this regard, the Claimant relies upon the recent order dated 03.10.2024 of the Hon’ble DRT-1, Chandigarh in O.A. No. 1319/2022 in the matter titled *Punjab National Bank Vs. AMT International* vide which, the Hon’ble DRT-1, Chandigarh, was pleased to direct the following:  
     
   ***“Counsel for the bank states that she has moved an application for the attachment of the PAN card of defendant No. 1 to 3 on 01.10.2024. Copy has already been supplied to counsel for defendant No. 1 to 3. Accordingly, I hereby attach the PAN card of defendant No. 1 to 3. Bank would take up the matter with other financial institutions with whom defendant No. 1 to 3 may be maintaining the account for not releasing the amount.”***
6. The Claimant submits that, the Claimant would suffer irreparable loss & injury, would also suffer irretrievable loss, injustice & damage in case the Respondent(s) succeeds in withdrawing entire cash from his bank account. The Claimant states that, if the present application is not allowed, the Respondent(s) will withdraw the entire amount lying in his bank account, thereby defeating the very purpose of the instant proceedings. The Claimant, therefore, states and submits that interim order is necessary to be passed without prejudice to the claims made in the Statement of Claims.
7. The Claimant submits that considering the circumstances and nature of the claim being huge outstanding loan amount, and furthermore, in the absence of any response from the Respondent(s) to the Demand Notices, it is must and necessary to draw an inference that the Respondent(s) is about to withdraw / siphon off the amounts lying in the bank account(s), to defeat the recovery of the Claimant. The Claimant therefore, submits that it has made out prima-facie and bonafide case under Section 17 read with Order 38 Rule 5 of the Code of Civil Procedure, 1908.
8. That the Claimant has a strong prima facie case in its favour as the Respondent(s) has violated the terms and conditions of the said agreement and the Claimant Bank has every chance of success, as the case is a covered case under the said agreement. That the balance of convenience also lies heavily in favor of the Claimant and against the Respondent(s), as the Respondent(s) has neglected & failed to clear the outstanding dues towards the Claimant.
9. That in case the interim order as prayed for is not granted, the very purpose of filing this Application would be rendered infructuous since the Respondent(s) is likely to withdraw the entire amount from his bank accounts. In that case, even after obtaining an order and/or Award for recovery of the amount, the Claimant would face difficulties to recover the Awarded Amount. In the given set of circumstances, there is a need to pass an order against the Respondent(s) that he/she/it should not be able to operate & withdraw the amount from it to the tune of the claim amount. If such an order is passed against the Respondent(s), it will neither cause any harm nor prejudice to the Respondent(s) especially when he is liable to pay such a huge amount to the Claimant. If the order as prayed for, is not passed against the Respondent(s), it would cause grave prejudice to the Claimant and the same would lead to the Respondent(s) being allowed to succeed in his malafide and fraudulent intentions to withdraw the entire amount.

**PRAYER**

**It is most humbly and respectfully prayed that: -**

1. That pending the hearing and final disposal of the present arbitration proceeding or at any time after making of the Arbitral Award but before it is enforced in accordance with Section 36 of Arbitration & Conciliation Act 1996, the Arbitral Tribunal may be pleased to pass an ad-interim/interim order, freezing the bank accountsstanding in the name of Respondent(s) to the tune of the claim amount of **Rs. [[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Amount]]/-**.
2. That pending the hearing and final disposal of the present arbitration proceeding or at any time after making of the Arbitral Award but before it is enforced in accordance with Section 36 of Arbitration & Conciliation Act 1996, the Arbitral Tribunal may be pleased to pass ex-parte, ad-interim/interim order restraining the Respondent(s), his representative/agent from withdrawing any amount or debiting the account by issuing cheques or use of debit card ensuring that the balance in the bank Account is not less than **Rs. [[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Amount]]/-** or below that;
3. That pending the hearing and final disposal of the arbitration proceedings, or at any time after the making of the Arbitral Award but before it is enforced in accordance with Section 36 of the Arbitration & Conciliation Act, 1996, the Learned Arbitrator may be pleased to pass an ex-parte, ad-interim/interim order thereby directing the Bank Managers of the following banks **[[event.form.Statement of Claim.field.Respondent's Bank Account Details]]** to debit freeze the said bank accounts maintained and connected with the **PAN Card Nos. [[event.form.Statement of Claim.field.Respondent's KYC Details]]** held by the Respondent, namely **[[event.Case Initiation.form.Case Details.field.RESPONDENT NAME]]**, as the same are under the control or ownership of the Respondent(s) and such freezing is necessary to secure the subject matter of the dispute;
4. The Claimant shall be a liberty to find out any other bank account of the Respondent(s) and if the same is found, the restriction on the transaction, as aforesaid, shall be operated on that bank account also to the extent of the amount **Rs.** **[[event.Loan Recall Notice.form.Loan Account Details.field.Foreclosure Amount]]/-**, claim by the claimant.
5. The Bank Manager(s) be directed to place a debit freeze on the Respondent's Account(s) with [**[event.form.Statement of Claim.field.Respondent's Bank Account Details]]** to secure the claim amount of **Rs. [[event.form.Loan Account Details.field.Foreclosure Amount]].-**.
6. Direct the Respondent(s) to furnish details of all the Bank Accounts Details as may be operated by him/her and also disclose all sources of income;
7. That, pending the hearing and final disposal of the arbitration proceedings or at any time after making of the Arbitral Award but before it is enforced in accordance with Section 36 of the Arbitration and Conciliation Act 1996, the Respondent(s) to be directed to disclose their un-encumbered assets/properties and upon disclosure thereof injunction may be granted and the court Receiver may be appointed on the said assets/properties under Order XL Rule 1 of C.P.C. of 1908;
8. Ad-interim relief in terms of prayer (1) to (7) above may kindly be passed;
9. For costs of this Application be provided for;
10. For such further and other relief as the nature and circumstances of the case may require.

Date: **[[event.form.Interim Application (if any).field.Date of Application]]**



**[[event.form.Statement of Claim.field.Name of Authorized Representative]]**

**(AUTHORIZED REPRESENTATIVE)**

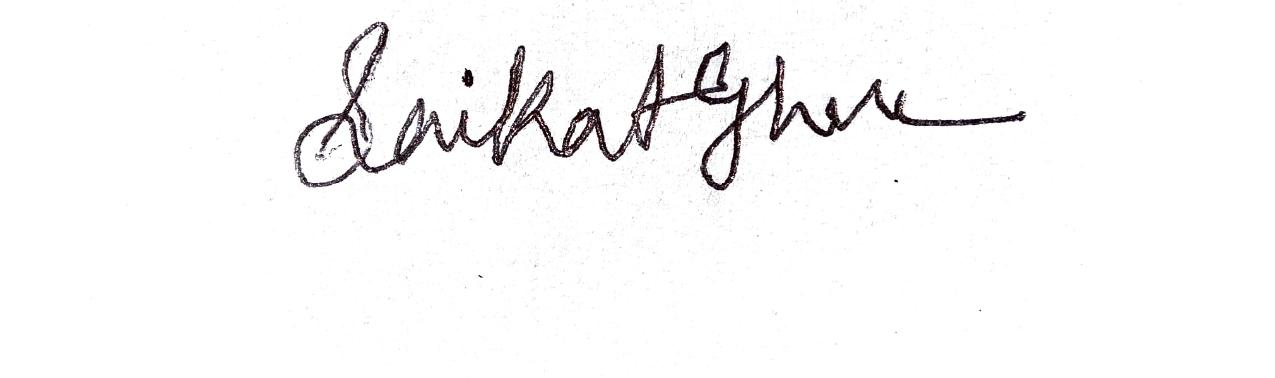
**FOR IDFC FIRST BANK LIMITED**

**CLAIMANT**

**VERIFICATION**

**I, [[event.form.Statement of Claim.field.Name of Authorized Representative]]**, being the Authorized Representative, verify and state that whatever is stated in the foregoing paragraphs is true and correct to my knowledge, and I believe the same to be true.

**Solemnly affirmed on [[event.form.Interim Application (if any).field.Date of Application]]**



**[[event.form.Statement of Claim.field.Name of Authorized Representative]]**

**(AUTHORIZED REPRESENTATIVE)**

**FOR IDFC FIRST BANK LIMITED**

**CLAIMANT**