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Arb Appln No. 265 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08-07-2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

Arb Appln No. 265 of 2026

Tata Capital Limited,
By its Associate Legal Remedial,
Ram Kumar Sathyamoorthy,
Having its office at
1st Floor, Centennial Square,
6A-Dr.Ambedkar Salai,
Kodambakkam, Chennai – 600024.

..Applicant(s)

Vs

Sri Anantha Naga Cranes and Transport,
Represented by its Proprietor,
Mrs. Gorli Devi,
D No 13 64 Kattipudi Village,
Sankavaram Mandal, Landmark-Main Road,
East Godavari, Andhra Pradesh-533444.

..Respondent(s)

Prayer: To pass an order appointing Mr.Vijay Kumar Obulapuram, Employee Code 711429, currently employed in the applicant company as Receiver to seize and deliver the asset Machinery Group IByE CEQ-QY70K, bearing Engine No.130707022777, Chassis No.LXGCPA435AA001775 and Registration No.GJ03HE4277 situated at 5 342 Garden Bharathipuram, Thalavadi Post, Land mark-Itself, Periyar, Tamil Nadu-638461 or wherever it is found more fully described hereunder, with police aide or break open the premises from wherever found and handover the same to the applicant.

For Applicant(s) : Mr.N.K.Vanan

For Respondent(s) : No appearance

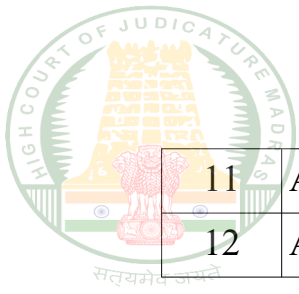
**ORDER**

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This application has been filed for an order of appointment of a Receiver to seize and deliver the vehicle Machinery Group IByE CEQ-QY70K, bearing Engine No.130707022777, Chassis No.LXGCPA435AA001775 and Registration No.GJ03HE4277 available at respondent's premises or wherever found and permit the Receiver to obtain police aid and to break open the premises.

2. The learned counsel appearing for the applicant would submit that the applicant provided a loan to the respondent for the purchase of the asset vehicle and also a Loan Agreement had also been entered by the respondent with the applicant on 28.02.2023. The brief details in nutshell are as follows:

S.No.	Particulars	Remarks
1	Name of the Lender	Tata Capital Limited
2	Name of the Borrower	Sri Anantha Naga Cranes and Transport
3	Date of the Loan Agreement	28.02.2023
4	Loan amount	Rs.71,95,223/-
5	No. of installments	47 @ Rs.1,96,763/-
6	First installment	15.03.2023
7	Last installment	15.01.2027
8	Notice	10.06.2025
9	Reply to the Notice	Nil
10	Rate of interest	12.24% p.a.



11	Amount claimed	Rs.25,90,636/- as on 19.01.2026
12	Arbitral proceedings initiated	Undertakes to initiate

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3. The learned counsel for the applicant further submits that the respondent, having availed the loan, failed to repay the same. He would submit that the hypothecated vehicle is a movable asset and if it is kept in idle condition, it would get damaged and its value also gets deteriorated and hence he would urge this Court to appoint an Advocate Commissioner to re-possess the asset morefully described in the schedule to the Judges summons available at the respondent's premises, in order to make the security effective and the money in dispute in arbitration is fully secured by way of sale of the vehicle in public auction after following due process of law.

4. In spite of notice having been served on the respondent, the respondent had neither chosen to appear before this Court in person nor is being represented by a counsel. The name of the respondent has been reflected in the cause-list. It was called absent and set *ex parte*.

5. I have considered the submissions made by the learned counsel for the applicant and also perused the materials placed on record.



6. Upon considering the facts and circumstances of the case and the submissions made by the learned counsel for the applicant, this Court is satisfied that the applicant has made out a *prima facie* case in its favour but is not inclined to appoint a Party-Receiver. Accordingly, Mr.J.U.Aakash, Enrl.No.5439/2023, having his office at No.9/1, Honeydew Apartments, Kilpauk Garden 2nd Street, Chennai-600010, (Mob. No. 822-007-2838) is appointed as the Advocate Commissioner to seize the vehicle Machinery Group IByE CEQ-QY70K, bearing Engine No.130707022777, Chassis No.LXGCPA435AA001775 and Registration No.GJ03HE4277 to the custody of the applicant, available at the respondent's premises or wherever found and with whomsoever it is found and hand over the same to the custody of the applicant. He shall be paid his initial remuneration of Rs.30,000/- (Rupees Thirty Thousand Only) in advance. The expenses towards his travel and stay shall be defrayed by the applicant. The said initial remuneration shall be paid to the Advocate Commissioner within a period of two weeks from the date of receipt of communication from him.

7. It is hereby made clear that if police help is required, the Advocate Commissioner shall make a request to the local police station within whose jurisdiction the vehicle is found and on such request being made, the Station House Officer shall send the Police Personnel along with the Advocate Commissioner to seize the vehicle. If break open of a lock is required, the



Advocate Commissioner shall do so in the presence of the police personnel who will counter sign the record evidencing the break open of the lock and to re-lock the premises. If the Advocate Commissioner find any difficulty with the jurisdictional police, he is at liberty to approach Superintendent of Police, who shall provide all necessary assistance to the Advocate Commissioner at the time of seizure of the vehicle. After the seizure, the vehicle is to be handed over to the applicant or to their representative, after taking inventories.

8. If the respondent makes good the unpaid installments or makes substantial payments of the dues to be paid to the satisfaction of the applicant, the applicant shall return the asset in the condition it was re-possessioned.

9. With the above terms, this application stands disposed of.

08-07-2026

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Copy to

Mr.J.U.Aakash,
having his office at
No.9/1, Honeydew Apartments,
Kilpauk Garden 2nd Street,
Chennai-600010.
(Mob. No. 822-007-2838)



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K.KUMARESH BABU, J.

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