



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23-07-2026

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

Arb Appln No. 1075 of 2026

M/s.Cholamandalam Investment And
Finance Company Limited
'Chola Crest', C 54 and 55, Super B-4,
Thiru Vi Ka Industrial Estate, Guindy,
Chennai-600032
Represented by its Authorised Signatory

..Petitioner(s)

Vs

Geethamani JS
W/o.Krishnankutti Nair K,
Geetha Vilasam Elamba PO
Palliyara Elamba Mudakkal,
Palliyara Temple, Chirayinkeezhu,
Trivandrum, Kerala 695 103.

..Respondent(s)

Prayer This application filed to appoint employee of the Applicant viz., Mr.Jithin Babu, Legal and Recovery Executive, as Receiver to seize and take possession of the Vehicle which is more fully described in the schedule to the Judges Summons which is lying in the custody of respondent or respondent's men, agents, servants from respondent premises or wherever found with Police aid and break open of premises if necessary.

For Petitioner(s): Mr.D.Pradeep Kumar

ORDER

This application has been filed to appoint employee of the Applicant viz., Mr.Jithin Babu, Legal and Recovery Executive, as Receiver to seize and take



possession of the Vehicle which is more fully described in the schedule to the Judges Summons which is lying in the custody of respondent or respondent's men, agents, servants from respondent premises or wherever found with Police aid and break open of premises.

2. When the matter was taken up for hearing on 10.06.2026, this Court had passed the following order:-

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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 two Loan Agreements had also been entered by the respondent with the applicant on 19.05.2023 and 28.08.2024. The brief details in nutshell are as follows:

S. No.	Particulars	Remarks	
1	Name of the Lender	M/s.Cholamandalam Investment And Finance Company Limited	M/s.Cholamandalam Investment And Finance Company Limited
1A	Agreement No.	XSHUATT00005659728	XVFPATT00007054621
2	Name of the Borrower	Geethamani JS	Geethamani JS
3	Date of the Loan Agreement and	19.05.2023	28.08.2024



	<i>Supplemental Agreement</i>		
4	<i>Loan amount</i>	<i>Rs.3,70,000/-</i>	<i>Rs.1,07,000/-</i>
5	<i>No. of 60 installments @</i>	<i>Rs.9,598/-</i>	<i>60 installments @ Rs.2,901/-</i>
6	<i>First installment</i>	<i>20.06.2023</i>	<i>28.09.2024</i>
7	<i>Last installment</i>	<i>20.05.2028</i>	<i>28.08.2029</i>
8	<i>Notice</i>	<i>05.01.2026</i>	<i>05.01.2026</i>
9	<i>Reply to the Notice</i>	<i>Nil</i>	<i>Nil</i>
10	<i>Rate of interest</i>	<i>19.00%</i>	<i>21.10%</i>
11	<i>Amount claimed</i>	<i>Rs.2,67,916.58/- as on 18.04.2026</i>	<i>Rs.1,10,553.45/- as on 18.04.2026</i>
12	<i>Arbitration proceedings initiated</i>	<i>Arbitration already initiated</i>	

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

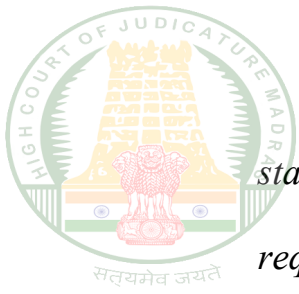


secured by way of sale of the vehicle in public auction after following due process of law.

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4. 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 case in its favour but is not inclined to appoint a Party-Receiver. Accordingly, Mr.M.G.D.Balaji, Advocate, having Office at No.24/12, East Cemetery Road, Old Washermenpet, Chennai-600 021, (Mob. No. 86101 02228) is appointed as the Advocate Commissioner to seize the vehicle viz., MAHINDRA KUV 100 K8, bearing Engine No.NAJZD83260, Chasis No.MA1VB2NACJ6D85457 and Registration No. KL10BA0668 to the custody of the Applicant, available at the Respondent 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.

5. It is hereby made clear that if police help is required, the Advocate Commissioner shall make a request to the local police



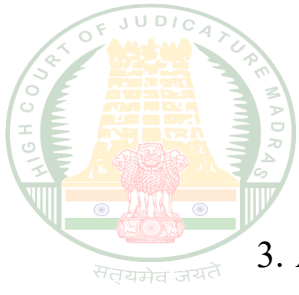
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station within whose jurisdiction the vehicle is found and on such request being made, the Station House Officer shall send the Police Personnel along with the Advocate Commissioner to seize the vehicle. If break open of a lock is required, the Advocate 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.

6. 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. It is made clear that the asset shall be maintained in good condition and be only dealt with subject to the award to be passed by the Arbitrator.

7. Notice to the respondent returnable in six weeks. Private notice is also permitted.

8. List this case after six(6) weeks.”



3. A report of the learned Advocate Commissioner had been filed stating that the Warrant had been duly executed. The same is taken on record.

4. In spite of the vehicle having been repossessed pursuant to the Warrant issued and the sole respondent had also been served, which is evidenced from the affidavit of service filed by the applicant, no further adjudication is required to be made in the application.

5. Accordingly, this application stands closed.

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K.KUMARESH BABU, J.

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