



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 12.03.2020

CORAM:

THE HONOURABLE MR.JUSTICE P.VELMURUGAN

CMA (MD)No.154 of 2020

and

CMP (MD)No.2602 of 2020

WEB COPY

1.N.Gomathi

2.Nagarajan

.. Petitioners

Vs.

M/s.Shriram Transport Finance Company Ltd.,
No.296, APS Complex, 1st floor,
Karpagam Nagar, 11th street,
Alagarkovil Main Road,
K.Pudur, Madurai - 625 007.

... Respondent

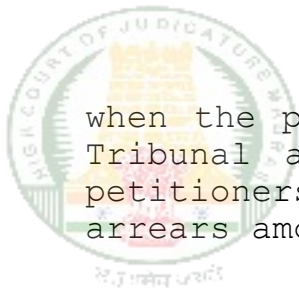
Civil Miscellaneous Appeal filed under Section 37 of the Arbitration and Conciliation Act, 1996 to set aside the order passed in IA No.2/2020 in IA.1/2020 in IA.1/2019 IN arb nO.1764 of 2019 dated 14.02.2020 on the file of Arbitral Tribunal at Madurai.

For Petitioners : Mr.C.Chengizkhan

ORDER

The petitioners are the borrowers. They borrowed money from the respondent finance company and purchased 55 lorries, for which, they agreed to pay 60 monthly installments. They paid few installments and after some time, failed to pay the installments for six months. Therefore, the respondent has initiated arbitration proceedings and filed a petition before the Arbitral Tribunal for recovery of the dues. The respondent has also filed an application for attachment of the vehicles. The Arbitral Tribunal granted time only to pay the arrears amount. Even the Arbitral Tribunal can very well direct the petitioner to pay the entire loan amount, but, it generously granted time and ordered to pay only the arrears of EMI amount. Aggrieved by which, he filed an application seeking extension of time in I.A.No.2 of 2020 and that petition was dismissed. Challenging the order passed by the Arbitral Tribunal, seeking extension of time, the petitioners/borrowers are before this Court by filing this Civil Revision Petition.

2.The learned counsel for the petitioners would submit that the petitioners borrowed money from the respondent and purchased 55 lorries and they agreed to repay the said amount in 60 equal monthly installments and the last due payable is till 2022. Even before that, the respondent has invoked the arbitration clause. The Arbitral Tribunal without applying its mind that the last installment would be ended in the year 2022 and even before completing the period of last EMI, directed to pay the arrears and



when the petitioners sought extension, that was not granted by the Tribunal and directed to attach all the lorries. Therefore, the petitioners seek further time of six months for payment of the arrears amount.

3. This Court has carefully gone through the entire records and found that it is a contractual liability. The parties are bound to adhere the conditions mentioned in the contract. One of the conditions mentioned in the contract is that the petitioners have to repay the said amount in 60 equal monthly installments without any default. If they failed to pay any one of the installments, the respondent is entitled to recover the entire dues. Under these circumstances, even though the respondent is entitled to recover the entire dues, the Arbitral Tribunal, generously granted time and directed the petitioners to pay only the arrears amount of installments. The petitioners themselves have admitted that there is arrears for six months. Therefore, this Court does not find any perversity in the order passed by the Arbitral Tribunal and this Civil Revision Petition is dismissed accordingly. No costs. However, the petitioners are directed to pay the defaulted EMI on or before 15.04.2020.

Sd/-

Assistant Registrar (AS)

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/ /2020

Sub Assistant Registrar(CS)

mj

To
The Arbitration Tribunal, Madurai.

CMA (MD)No.154 of 2020

SMA/06/05/2020/2P/2C