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C.M.A.Nos.1890 to 1892 & 1894 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24.07.2024

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.M.A. Nos.1890 to 1892 & 1894 of 2022 and
C.M.P. Nos.13866, 13878, 13885 & 13868 of 2022

K.Afsal Rahman

.. Appellant in all cases

Vs.

1.M/s.Cholamandalam Investment Finance
Company Ltd., Chennai - 600 001.

2.M/s.Raahath Transport,
rep. by its Proprietor Kamaludeen.A
(deceased),
rep. by its legal representative
Afsal Rahman,
Pondicherry - 605 005.

.. Respondents in C.M.A.
Nos.1890, 1891 & 1894 of 2022

1.M/s.Cholamandalam Investment Finance
Company Ltd., Chennai - 600 001.

2.Mr.Kamaludeen.A (deceased),
rep. by its legal representative
Afsal Rahman,
Bangalore, Karnataka.

.. Respondents in C.M.A.
No.1892 of 2022

Prayer in all cases: Civil Miscellaneous Appeals filed under Section 37(2) (b) of the Arbitration and Conciliation Act, 1996 against the order dated 07.01.2022 passed by the Sole Arbitrator, Chennai in M.P. No.1 of



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2021 in A.C.P. (CIFCL) Nos.338, 341, 343 & 340 of 2021 respectively.

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For appellant in all cases : No appearance

COMMON JUDGMENT

These appeals have been filed under Section 37 of the Arbitration and Conciliation Act, 1996, challenging the impugned orders dated 07.01.2022, passed by the Arbitrator under Section 17 of the Arbitration and Conciliation Act, 1996.

2.Since these appeals arise out of four Loan Agreement Nos. XVFPTJV00002898139, XVFPTJV00002898141, XVFPTJV00003055195 & XVFPTJV00002898140 dated 30.03.2019, 30.03.2019, 29.06.2019 & 30.03.2019 respectively and the parties to the Loan Agreements are one and the same, they are disposed of by this common judgment.

3.Under the impugned orders, the Arbitrator has allowed the petitions filed by the first respondent/claimant seeking for re-possession of their vehicles, which were the subject matters of the aforementioned Loan Agreements, entered into by the appellant with the first respondent/



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claimant.

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4.Learned counsel for the appellant reports no instructions in these matters and he has also made an endorsement to that effect. The said statement is recorded.

5.The appellant is a defaulter in the re-payment of the loan to the first respondent/claimant under the aforementioned Loan Agreements.

6.The Arbitrator has taken note of the said fact and only thereafter has passed the impugned orders, permitting re-possession of the subject vehicles from the appellant. Under Section 17 of the Arbitration and Conciliation Act, the Arbitrator is empowered to exercise such a power.

7.This Court has perused and examined the impugned orders and it does not find any infirmity in the same as the discretion has been exercised by the Arbitrator properly in accordance with the terms and conditions of the contracts.

ABDUL QUDDHOSE, J.



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vga

8.For the foregoing reasons, there is no merit in these appeals. Accordingly, these appeals are dismissed. Consequently, connected C.M.Ps are closed. No costs.

24.07.2024

vga

To

- 1.The Sole Arbitrator,
Chennai.
- 2.The Section Officer,
V.R. Section,
High Court, Madras.

C.M.A. Nos.1890 to 1892 & 1894 of 2022 and
C.M.P. Nos.13866, 13878, 13885 & 13868 of 2022