



Arb.Appln.No.162 of 2024

WEB CO **C.SARAVANAN, J.**

This Arbitration Application has been filed under Order XIV Rule 8 of the Original Side Rules read with Section 9(1)(ii)(c) and (e) of the Arbitration and Conciliation Act, 1996, praying for appointment advocate commissioner to seize the vehicle more particularly described in the schedule hereunder, wherever stationed in the premises of the respondent or wherever it is found and with whomsoever it is found with powers to breakdown the premises and grant permission to the receiver to obtain police aid from the concerned police officer.

2. The dispute between the applicant and the respondents are arbitrable in terms of Clause 29 of the Loan Agreement dated 15.02.2019. It reads as under:-

Arbitration : All disputes, differences and/or claims arising out of this agreement whether during its subsistence or there after shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the Sole Arbitration of an Arbitrator nominated by the company. The



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award given by such Arbitrator shall be final and binding on all parties to this Agreement. In the event of an appointed arbitrator dying or being unable or unwilling to act as arbitrator for any reason, the Company on such death of the arbitrator or his inability or unwillingness to act as arbitrator, shall appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage left by his predecessor. The venue of arbitration proceedings shall be at Chennai or such other place/location/city which the Company at its discretion may decide from time to time”.

3. Under the loan agreement, the applicant has advanced purchase of the second hand vehicle for a sum of Rs.3,79,385/- repayable in 35 equated monthly installments of Rs.14,791/- standing from 15.03.2019 and ending with 15.01.2022. It appears that due to the intervening lock down imposed and disruption on account of outbreak Covid-19 Pandemic, the applicant has agreed for the moratorium whereby the repayment period was extended to 45 equated monthly installments with same EMI for 35 months

4. The affidavit filed in support of the applicant indicates that as against the loan amount of Rs.3,79,385/-, the respondent has paid a sum of Rs.3,27,911/- and was in arrears of only a sum of Rs.51,474/-



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(Rs.3,79,385/- - Rs.3,27,911/-). The applicant has however quantified the outstanding amount as Rs.4,32,009.69 as on the date and hence has filed this application.

5. I have perused the affidavit filed in support of this application. In my view, this is not a fit case for granting of interim relief under Section 9 of the Arbitration and Conciliation Act, 1996, since the respondents have admittedly repaid an entire amount of Rs.3,27,911/- .

6. In view of the above, I am inclined to dismiss this application. However, liberty is given to the applicant to initiate arbitration proceedings. The Arbitral Tribunal may pass appropriate order under Section 17 of the Arbitration and Conciliation Act, 1996 after notice to the respondent, if an application is filed to that effect.

7. With the above liberty, this application stands dismissed.

21.03.2024



C.SARAVANAN,J.

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