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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03.06.2025

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THE HONOURABLE MR JUSTICE ABDUL QUDDHOSE

Arb.Appln. Nos.295 & 466 of 2025

M/s.Hatsun Agro Product Limited

.. Applicant in both cases

vs

Ajith Kumar B

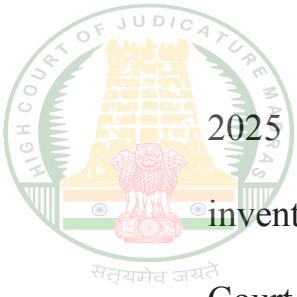
.. Respondent in both cases

COMMON ORDER

Arbitration Application No.466 of 2025 has been filed to appoint an Advocate Commissioner to break open the property morefully described in the schedule to the judges summons and hand over vacant possession of the same to the applicant within a time frame to be fixed by the Court.

2.The applicant and the respondent had entered into a distributor agreement dated 01.12.2021. The respondent had committed breach of the distributor agreement dated 01.12.2021. The applicant has terminated the contract entered into with the respondent.

3.Earlier, the applicant had filed Arbitration Application No.295 of



2025 seeking for appointment of an Advocate Commissioner to take inventory of the items disclosed in the schedule to the judges summons. This Court had also appointed an Advocate Commissioner in the said application, who was directed to take inventory and hand over custody of the items to the applicant. Pursuant to the said direction passed by this Court through its order dated 08.04.2025 in Arbitration Application No.295 of 2025, the Advocate Commissioner appointed by this Court, took inventory of the items and handed over custody of the same to the applicant. This Court, after taking into consideration the report submitted by the Advocate Commissioner in Arbitration Application No.295 of 2025, disposed of the said application.

4.Under the distributor agreement dated 01.12.2021 entered into between the applicant and the respondent, it has been made clear in Clause 4 of the agreement that once a contract has been terminated by the applicant, the respondent shall hand over vacant possession of the property to the applicant. According to the applicant, till date, the respondent has not handed over vacant possession of the property to the applicant. Only in accordance with the terms and conditions of the distributor agreement dated 01.12.2021, Arbitration Application No.466 of 2025 has been filed by the



applicant. The relief sought for in the said application is a consequential relief to the relief sought for by the applicant in the earlier application, namely, Arbitration Application No.295 of 2025.

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5. Having terminated the contract, the applicant is entitled to get back the vacant possession of the property, morefully described in the schedule to the judges summons from the respondent. Having not surrendered the vacant possession, the applicant has been constrained to file Arbitration Application No.466 of 2025 seeking for appointment of an Advocate Commissioner to take possession of the property morefully described in the schedule to the judges summons and hand over possession of the same to the applicant.

6. This Court, after giving due consideration to the terms and conditions of the distributor agreement dated 01.12.2021 as well as the documents filed along with Arbitration Application No.466 of 2025 as well as the averments made in the affidavit filed in support of Arbitration Application No.466 of 2025, is of the considered view that the applicant is entitled to get back the vacant possession of the property morefully described in the schedule to the judges summons from the respondent. Since the respondent has failed to surrender the vacant possession, necessarily, the



Advocate Commissioner will have to be appointed, who has to take possession of the property and hand over vacant possession of the same to the applicant. The respondent has already been set exparte in the earlier application as well. Therefore, the respondent is set exparte.

7. Accordingly, this Court appoints the very same Advocate Commissioner, who was appointed as an Advocate Commissioner in Arbitration Application No.295 of 2025 to take possession of the property morefully described in the schedule to the judges summons and if required, seek police aid and hand over vacant possession of the same to the applicant.

8. In Arbitration Application No.295 of 2025, the Advocate Commissioner was paid an initial remuneration of Rs.25,000/-. He is also seeking for additional remuneration. This Court fixes the same at Rs.25,000/-. The applicant is directed to pay the same within a period of two weeks from the date of receipt of a copy of this order.

9. Insofar as Arbitration Application No.466 of 2025 is concerned, the applicant is directed to pay an initial remuneration of Rs.25,000/- to the Advocate Commissioner, which shall also be paid by the applicant within a



period of two weeks from the date of receipt of a copy of this order. The

Advocate Commissioner shall submit a report, after executing the warrant of

commission on the next hearing date. Post the matter on 01.07.2025.

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ABDUL QUDDHOSE,J.

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