

**THE HIGH COURT OF JUDICATURE AT MADRAS**

DATED: 04.09.2025

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CORAM:

**THE HON'BLE MR. JUSTICE N ANAND VENKATESH**

Arb. Appln. No.819 of 2025

AXIS Bank Ltd.,  
Rep. by its Deputy Manager,  
Selvaraj

... Applicant

vs

Pritha P

... Respondent

For Applicant : Ms.Uma Vijayan M.R.

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**ORDER**

When this application came up for hearing on 26.06.2025,  
this Court passed the following order:-

*This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an Advocate Commissioner to seize and take possession of the equipment morefully described in the schedule to the Judges Summons from the respondent or wherever it is available.*

*2. The applicant is a Non Banking Financial Institution. The applicant has lent money to the respondent under the Loan cum*



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*Hypothecation Agreement, dated 31.10.2022. The respondent had availed loan from the applicant for the purchase of equipment morefully described in the schedule to the Judges Summons.*

*3. The respondent is a defaulter in the repayment of the loan to the applicant. Supporting documents have been filed by the applicant to substantiate the same. As on date, the respondent is in arrears of three (3) instalments, which works out to Rs.3,94,600/-. The applicant has also recalled the loan granted to the respondent through their loan recall notice dated 04.07.2024. As seen from the Statement of Accounts, a sum of Rs.30,96,378/- is due and payable by the respondent to the applicant which includes future installments, arrears of installments, penal interest and other charges payable as per the terms and conditions of the contract. The applicant is empowered to repossess the equipment from the respondent, as per the terms of the said loan agreement, in case, he commits default in the repayment of the loan. The applicant claims that they are having difficulties in repossessing the equipment on their own. Only under those circumstances, they have filed this application seeking for appointment of an Advocate Commissioner to repossess the equipment from the respondent or wherever available. The Loan-cum-Hypothecation Agreement, dated 31.10.2022 contains an arbitration clause. The applicant has expressed its willingness to go for arbitration in accordance with the arbitration clause.*

*4. This Court is of the considered view that a prima facie case has been made out by the applicant for appointment of an Advocate Commissioner. Once the equipment is repossessed by the Advocate Commissioner, to enable the respondent to use the equipment once*



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again, he must be put on terms for getting back the equipment from the applicant after re-possession. In order to strike a balance, the following order is passed by this Court:

a) Ms. P. Suganthi, Advocate, having office at BBC Villa, Door No.66, 6<sup>th</sup> Floor, Prakasam Road, Broadway, Chennai – 600 108 (Mobile No.9840114728) is appointed as the Advocate Commissioner to re-posses the equipment morefully described in the schedule to the Judges Summons from the respondent or wherever it is available;

b) The Advocate Commissioner is permitted to obtain the police aid whenever required and she is also permitted to break open the premises in case the equipment is kept in a locked premises in the presence of the police after taking proper inventory.

c) On repossession of the subject equipment, the Advocate Commissioner shall send a Communication to the respondent intimating that a sum of Rs.3,94,600/- is due and payable by the respondent to the applicant in respect of the aforesaid loan agreement.

d) On receipt of such intimation, the respondent shall pay the aforesaid amount within a period of three days from the date of receipt of the communication from the Advocate Commissioner and on payment of such sum, the applicant shall handover the equipment back to the respondent and the Advocate Commissioner shall co-operate with the applicant for the same.

e) The applicant shall initiate arbitration in accordance with the arbitration agreement contained in the contract within a period of 90 days from the date of receipt of a copy of this order. In case,



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*the applicant fails to initiate arbitration within the stipulated time, the order passed by this Court today shall stand automatically vacated and the re-possessed equipment shall also be redelivered back to the respondent by the applicant unconditionally;*

*f) The Advocate Commissioner shall be paid an initial remuneration of Rs.25,000/- by the applicant, within a period of one week from the date of receipt of a copy of this order. All the boarding, lodging and travelling expenses for the Advocate Commissioner shall be borne by the applicant.*

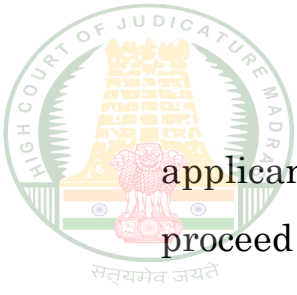
*5. Notice to the respondent, returnable by 29.07.2025. Private Notice is also permitted.*

*Post the matter on 29.07.2025.*

2. Pursuant to the above order, the matter was listed for hearing today. The learned Advocate Commissioner filed the report along with the relevant documents. In the report, it has been stated that the respondent has effected payment towards the loan amount but however the vehicle remains untraced till date.

3. The learned counsel for applicant submitted that the respondent made the payment and the loan account was regularized but however the respondent has once again committed default.

4. In the considered view of this Court, the respondent had complied with the order passed by this Court and had paid the amount. If any subsequent default has taken place, it is left open to the



applicant to initiate proceedings for appointment of arbitrator and proceed further in accordance with law.

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5. This application is disposed of in the above terms.

04.09.2025

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**N ANAND VENKATESH, J.**



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