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Arb Appln No. 818 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28-10-2025

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln No. 818 OF 2025

1. Axis Bank Ltd
No. 31, 2nd Floor, South Mada
Street, Mylapore, Chennai

Applicant(s)

Vs

1. SALY
Valiyaveettil, Parathanam
Koottickal
Kotayam, Kerala – 686 514, India

Respondent(s)

PRAYER

To appoint an Advocate Commissioner to take custody of the vehicle being DATSUN CAT BDATSUN REDI GO TO 1.OL AMT bearing Chassis No.MDHFBACD0M5421129 fitted with Engine No.B4DA416E037773 and Registered as KL34G8029 from the Respondent or wherever it is found and deliver it to the Applicant with liberty to sell and to permit the Advocate Commissioner to obtain Police aid and to break open the premises within which the said vehicle is lying.

For Applicant(s): M/s.Uma Vijayan M.R.
For Mr.M.Karthikeyan,
Respondent(s): Advocate Commissioner



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ORDER

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 for appointment of an Advocate Commissioner for seizing the vehicle in the custody of the respondent, if necessary, with police protection and by breaking open the premises.

2. 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 vehicle 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 Agreement, dated 26.07.2021. The respondent had availed loan from the applicant for the purchase of vehicle 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 seven (7) installments, which works out to Rs.68,837/-. The applicant has also recalled the loan granted to the respondent through their loan recall notice dated 24.03.2025. As seen from the Statement of Account, a sum of Rs.2,21,401/- 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 vehicle from the respondent, as per the terms of the said loan agreement, in case, she commits default in the repayment of the loan. The applicant claims that they are having difficulty in repossessing the vehicle on their own. Only under those circumstances, they have filed this application seeking for appointment of an Advocate Commissioner to repossess the vehicle from the respondent or wherever available. The Loan Agreement, dated 26.07.2021 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 vehicle is repossessed by the Advocate Commissioner, to



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

a) Mr.M.Karthikeyan, Advocate, having office at #2, 2nd Floor, Francis Joseph Street, Parrys Corner, Chennai - 01 is appointed as the Advocate Commissioner to re-posses the vehicle 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 he is also permitted to break open the premises in case the vehicle is kept in a locked premises in the presence of the police after taking proper inventory.

c) On repossession of the subject vehicle, the Advocate Commissioner shall send a Communication to the respondent intimating that a sum of Rs.68,837/- 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 vehicle 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, the applicant fails to initiate arbitration within the stipulated time, the order passed by this Court today shall stand automatically vacated and the re-possessioned vehicle 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 31.07.2025. Private Notice is also permitted.

Post the matter on 31.07.2025.

3. The private notice sent to the respondent has been returned with an endorsement “refused” and affidavit of service has also been filed. Hence there is deemed service on the respondent and the respondent is neither present nor represented through counsel. Hence the apprehension raised on the side of the applicant that the respondent is trying to secret the vehicle is *prima facie* established.



4. In view of the above, in the place of the Advocate Commissioner, Mr.Praveen K, Assistant Vice president, is appointed as the Court receiver and the Court receiver is permitted to seize the vehicle from the respondent or wherever it is found and by breaking open the premises, if required with police assistance.

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

28-10-2025

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Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No



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To

1. SALY

Valiyaveettil, Parathanam

Koottickal

Kotayam, Kerala – 686 514, India



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N.ANAND VENKATESH J.
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