



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln No. 844 of 2025

IndusInd Bank Ltd.,
Branch Office: Chengalpattu
Consumer Finance Division
rep by its Legal Executive
Mr.Vasantha Rooban Abishek, I.J.
No.34, G.N.Chetty Road
T.Nagar, Chennai 600 017

Applicant

Vs

1. Mr.A.Deenadayalan
S/o Annam
2. Nancy
D/o Deenadayalan
No.2/116, Anna Nagar, Chenneri
Perunthandalam 603 108
Thiruporur, Chengalpattu,
Tamil Nadu

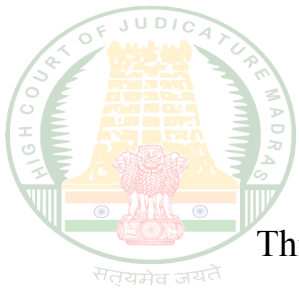
Respondents

PRAYER

To pass an order of appointment of an Advocate Commissioner to seize and deliver Motor Car Chassis No.MA3TFC62SPA212133; Engine No.K10CN1103784, Registration No.TN19W8281 to the custody of the applicant, available at the respondents premises or wherever found and with whomsoever it is found and permit the Advocate Commissioner to obtain Police aid and to break open the premises.

For Applicant : Mr.RA.Gopinath
For Respondents : Mr.B.Jeeva
Advocate Commissioner

ORDER



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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 respondents, if necessary, with police protection and by breaking open the premises.

2. When this application came up for hearing on 30.06.2025, 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 repossess the vehicle morefully described in the schedule to the Judges Summons from the respondents or wherever it is available.

2. The applicant is a non-banking financial institution. The applicant has lent money to the respondents under the Loan Agreement, dated 20.02.2023. The respondents had availed loan from the applicant for the purchase of vehicle morefully described in the schedule to the Judges Summons.

3. The respondents are defaulters 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 respondents are in arrears of twelve (12) installments, which works out to Rs.1,41,600/-. The applicant has also recalled the loan granted to the respondent through their loan recall notice dated 03.01.2025. As seen from the Statement of Account, a sum of Rs.6,29,455/- is due and payable by the respondents 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 respondents, as per the terms of the said loan agreement, in case, they commit default in the repayment of the loan. The applicant claims that they are



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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 respondents or wherever available. The Loan Agreement, dated 20.02.2023 contains an arbitration clause. The applicant has expressed its willingness to go for arbitration in accordance with the arbitration clause.

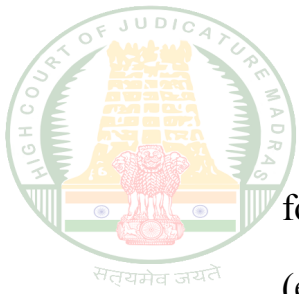
4.This Court is of the considered view that a prima facie case has been made out by the applicant for appointment of an Advocate Commissioner. Once the vehicle is repossessed by the Advocate Commissioner, to enable the respondents to use the vehicle once again, he must be put on terms for getting back the vehicle from the applicant after re-possession. In order to strike a balance, the following order is passed by this Court:-

(a) Mr.B.Jeeva, Advocate, having office at No.85/38, Market Street, Swarna Homes, Near Venus Fish Market, Perambur, Chennai-600011, Mobile No.82207-28492, is appointed as Advocate Commissioner to repossess the vehicle morefully described in the schedule to the Judges Summons from the respondents 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.1,41,600/- is due and payable towards the arrears of installment by the respondents to the applicant, in respect of the aforesaid loan agreement.

(d) On receipt of such intimation, the respondents shall pay the aforesaid amount within a period of three days from the date of receipt of a communication from the Advocate Commissioner and on payment of such sum, the applicant shall handover the vehicle back to the respondents and the Advocate Commissioner shall cooperate with the applicant



for the same.

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(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 repossessed vehicle shall also be redelivered back to the respondents by the applicant unconditionally.

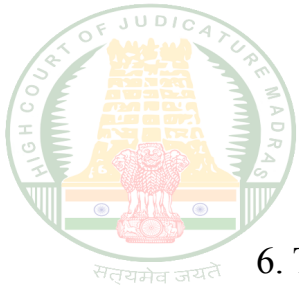
(f) The Advocate Commissioner shall be paid an initial remuneration of Rs.25,000/- by the applicant within a period of one week from the date of receipt of a copy of this order. All the boarding and lodging expenses shall be borne by the applicant.

(g) Notice to the respondents through Court as well as privately returnable by 04.08.2025. ”

3. The private notice that was sent to the respondents has been returned with an endorsement “refused”. Hence there is a deemed service on the respondents and the respondents are neither present nor represented through counsel.

4. The learned counsel for applicant submitted that the initial remuneration has been paid to the learned Advocate Commissioner.

5. In view of the above, in the place of the Advocate Commissioner, Mr.Vasantha Rooban Abishek I.J., Legal Executive is appointed as Receiver for seizing the subject vehicle from the respondents or wherever it is found and by breaking open the premises, if required, with police aid.



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

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SS

To

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2. Nancy
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**N.ANAND
VENKATESH J.**

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