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Arb.Appln.No.895 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED : 15.10.2025**

CORAM:

**THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH**

**Arbitration Application No.895 of 2025**

IndusInd Bank Ltd  
Rep by its Authorized Representative  
Mr I J Vasantha Rooban Abishek,  
No.34 G.N. Chetty Road,  
T.Nagar Chennai 600 017.

... Applicant

Vs.

1. N Barnaba  
Plot No.2, No.922,  
Sri Baganathy Nagar Extension,  
Kundrathur, Chennai 600 069.

2.N Rabent  
Plot No 2/130, Door No 3/318,  
6th Cross Street Iyyappanthangal,  
Chennai 600056

...Respondents

**Prayer:** Arbitration Application filed under Order XIV Rule 8 of O.S. Rules read with Section 9(2)(a)(b)& (e) of Arbitration Act, 1996, to pass an order of appointment of an Advocate Commissioner to seize and deliver the vehicle/machine of the mark MARUTI SUZUKI INDIA LTD model name



BREEZA SMART HYBRID VXi with Engine No.K15CN9133915, Chassis No.MA3RYHL1SNL161543 bearing Registration No.TN85S2836 to the custody of the Applicant, available at the Respondent 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.K.Moorthy

### **ORDER**

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) for appointment of an Advocate Commissioner to seize and deliver the vehicle more fully described in the schedule to the Judges Summons.

2. When the application came up for hearing on 10.07.2025, this Court passed the following order:

*"This application has been filed under Section 9 of the Arbitration and Conciliation Act, seeking for appointment of an advocate commissioner to repossess the vehicle from the respondents or wherever available.*

*2. The applicant is a scheduled Bank. They lent money to the respondents under an agreement for loan dated 01.12.2022. The respondents have committed default in the repayment of the loan as per the said agreement. The applicant has also recalled the loan through their loan recall notice dated 02.08.2024. They have also filed a statement of*



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accounts dated 20.06.2025. As seen from the same, Rs.7,80,446/- is due and payable by the respondents to the applicant. The said amount includes the future installments, penal interest and other incidental charges. However, as on date, the respondents are in arrears of installments, which amounts to Rs.3,88,640.87.

3. Under the agreement for loan dated 01.12.2022, the applicant is empowered to repossess the vehicle from the respondents in case they commit default in the repayment of the loan. The applicant has expressed its difficulties to repossess the vehicle on their own. Under those circumstances, they have filed this application, seeking for appointment of an advocate commissioner to repossess the vehicle. The applicant has also undertaken to initiate arbitration in accordance with clause 11 of the agreement for loan dated 01.12.2022.

4. This Court, after giving due consideration to the averments contained in the affidavit filed in support of this application and after giving due consideration to the documents filed along with this application, is of the considered view that since the respondents are defaulters in the repayment of loan, this Court is inclined to appoint an advocate commissioner as prayed for in this application. However, in order to enable the respondents to run the vehicle even after repossession by the advocate commissioner, this Court is putting the respondents on terms. According to the applicant, a sum of Rs.3,88,640.87 is due and payable by the respondents to the applicant towards arrears of installments i.e., 16 installments have not been paid by the respondents to the applicant till date.

5. For the foregoing reasons, this Court issues the following directions:

a) R. Karpoora Sundara Pandiyan, Advocate having address at No.354, New Addl. Law Chamber, High Court Building, Chennai - 600 104 (Mob. No.63800 13723) is appointed as the advocate commissioner to re-posses the vehicle morefully described in the schedule to the Judges Summons from the respondents from their premises or wherever available;

b) The advocate commissioner after re-possessing the vehicle, shall handover interim custody of the same to the



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*applicant, who shall keep it in their safe custody;*

*c) The advocate commissioner, immediately after re-possessing the subject vehicle, shall intimate the respondents either through Registered Post with Acknowledgment Due (RPAD) or by hand delivery through a written communication, that the arrears of installments works out to Rs.3,88,640.87;*

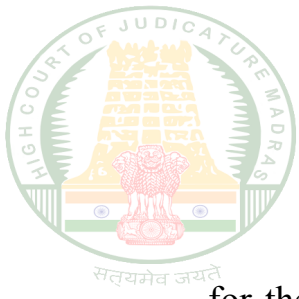
*d) The respondents on payment of Rs.3,88,640.87 to the applicant within a period of three days from the date when the subject vehicle was re-possessed, is entitled for return of the seized vehicle, provided an undertaking is given by the respondents that the respondents shall pay the future installments on the due dates, without any default. On receipt of the sum of Rs.3,88,640.87 within the stipulated time as stated supra, the applicant shall redeliver the subject vehicle back to the respondents with proper acknowledgment and the advocate commissioner shall also render proper assistance 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 today. 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-possessed vehicle shall also be redelivered back to the respondents by the applicant unconditionally;*

*f) In case, the advocate commissioner requires Police assistance due to any law and order problem or due to any obstruction caused by the respondents or by any third party, while re-possessing the vehicle, the advocate commissioner is at liberty to seek police assistance from the concerned police station and the police department shall grant police protection accordingly. In case, break open of the premises, where the vehicle is located, is required, the advocate commissioner shall break open the premises in the presence of the police and take an inventory and thereafter re-posses the vehicle;*

*g) The advocate commissioner shall be paid an initial remuneration of Rs.25,000/- and on receipt of the same, the advocate commissioner shall proceed to execute this order. All the boarding, lodging and travelling expenses for the advocate commissioner shall be borne by the applicant.*

*6. Notice to the respondents, returnable by 14.08.2025. Private Notice is also permitted."*



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3. Today, when the matter was taken up for hearing, learned counsel for the applicant submitted that paper publication has been effected. Even though names of respondents are printed in the cause list, there is no representation for the respondents either in person or through counsel. He further submitted that the subject vehicle is yet to be seized.

4. In view of the above, Mr.S.P.Lakshmanan, Chief Manager, 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.

This application is disposed of in the above terms.

**15.10.2025**

*mk*

Index: Yes/No  
Speaking Order/Non-Speaking Order  
Neutral Citation Case : Yes/No

**N.ANAND VENKATESH, J.**

*mk*



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