



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln No. 1016 of 2025

HDFC Bank Limited
Represented by its Authorised
Signatory/Manager Legal
"Ceebros" No 110 4 Floor
Nelson Manickam Road
Aminjakarai Chennai

Appellant(s)

.Vs.

1. AK Agency
Through Managing Partner Mrs.Kamala
Amalraj, 3A8 Thiruvika Nagar Office
Godown, Tuticorin Near FCI Godown,
Turicorin, Tamil Nadu 628 008.

2.Kamala Amalraj
No 3 394 Indra Nagar Opposite to
FCI Godown, Tuticorn-628008.

Respondent(s)

PRAYER

To appoint an Advocate Commissioner to seize the hypothecated vehicle bearing Registration NO.NA Engine NO.E446CDNG040679 and Chassis No.MC2EBGRC0NGB18084 hand over the same to the petitioner.



For Appellant(s): M/s.Deepa Harigovind

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ORDER

This Arbitration Application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 for appointment of an Advocate Commissioner to repossess the vehicle from the respondents.

2. When the application was came up for hearing on 29.07.2025, 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 the agreement for loan dated 29.07.2022. 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 06.07.2023. They have also filed the statement of account dated 11.06.2025. As seen from the



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same, Rs.16,76,006.84 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.10,85,610/-.

3. Under the agreement for loan dated 29.07.2022, 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 30 of the agreement for loan dated 29.07.2022.

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



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vehicle even after repossession by the advocate commissioner, this Court is putting the respondents on terms. According to the applicant, a sum of Rs.10,85,610/- is due and payable by the respondents to the applicant towards arrears of installments i.e., 24 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) M. Muthuraj, Advocate having address at No.330/26, F.G.H. Thambu Chetty Street, Pandu Klix Plaza, Second Floor, Chennai - 600 001 (Mob. No.96006 74789) is appointed as the advocate commissioner to reposses 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 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



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works out to Rs.10,85,610/-;

d) The respondents on payment of Rs.10,85,610/- to the applicant within a period of three days from the date when the subject vehicle was repossessed, 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.10,85,610/- 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 28.08.2025. Private Notice is also permitted. 29.07.2025

3. When the matter was again listed for hearing on 28.08.2025, the following order came to be passed by this Court:

The vehicle has been re-possessed and the custody of the same has been handed over to the applicant. Await service of notice on the respondent. Post the matter on 17.09.2025.



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2.The applicant is directed to pay the additional remuneration of Rs.20,000/- to the Advocate Commissioner within a period of two weeks from the date of receipt of a copy of this order.

4.The respondents have been served with notice and an affidavit of service has also been filed. There is no appearance either in person or through counsel.

5.The vehicle has already been repossessed and handed over to the applicant Bank. The respondents have not chosen to contest the application. Hence, no further orders are required to be passed in this application.

6.This Arbitration Application is disposed of in the above terms. No costs.

28-10-2025

Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No

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N.ANAND VENKATESH J.
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