



Arb. Appln.Nos.1028 & 1029 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.09.2025

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THE HON'BLE Mr. JUSTICE N. ANAND VENKATESH

Arb. Appln.Nos.1028 & 1029 of 2025

Kotak Mahindra Bank Ltd.,
rep. by its Authorised Signatory

.. Applicant in both cases

VS

KSR Renewables P. Ltd. and another

.. Respondents in both cases

Prayer in Arb.Appln. No.1028 of 2025: To pass an Order of appointment of an Advocate Commissioner to seize and deliver the Goods Carrier Machine Serial No. 32744916, Engine No.95427719, Chassis No.PUNJD21AVP3274915 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.

Prayer in Arb.Appln. No.1029 of 2025: To pass an Order of appointment of an Advocate Commissioner to seize and deliver the Goods Carrier Machine Serial No. 3274392, Engine No.95408510, Chassis No.PUNJD21AKP3274392 to the custody of the Applicant, available at the Respondent premises or wherever found and with whomsoever it is found



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and permit the Advocate Commissioner to obtain Police aid and to break open the premises.

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For applicant in both cases : Mr.R.Gopinath

ORDER

These applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996 for appointment of an Advocate Commissioner to seize and deliver the goods carrier machines to the applicant from the respondents.

2.When the matters came up for hearing on 01.08.2025, this Court passed the following order:

This application has been filed under Section 9 of the Arbitration and Conciliation Act, seeking for the appointment of an Advocate Commissioner by this Court to repossess the equipments from the respondents or wherever available.

2.The applicant is a Scheduled Bank. They have entered into a Loan Agreement with the respondents on 02.11.2023. Under the loan contract, the respondents have availed loan for purchase of the equipments, morefully described in the schedule to the judges summons. According to the applicant, the respondents have committed default in re-payment of the



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loan. According to them, the respondents have paid only 15 installments out of the total 46 installments payable by them. The applicant has also recalled the loan granted to the respondents through their loan recall notice dated 23.01.2025. No reply has been received to the same.

3.The applicant has filed statement of account dated 10.06.2025 along with this application, which reveals that a sum of Rs.43,57,621/- 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 contract. As on date, the respondents are in arrears of five installments, which works out to Rs.4,78,234/-. The applicant is empowered to repossess the equipments from the respondents, as per the terms of the loan agreement, in case, they commit default in the repayment of the loans. The applicant claims that they are having difficulties in repossessing the equipments on their own. Only under those circumstances, they have filed this application seeking for the appointment of an Advocate Commissioner to repossess the equipments from the respondents or wherever available. The Loan Agreement dated 02.11.2023 contains an arbitration clause. The applicant has expressed its willingness to go for arbitration in accordance with the arbitration clause.



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

a)Mr.C.Srinivasan, Advocate, having office at 1st Floor, Advocate Association, High Court Building, Chennai - 600 104 (Mob. No.99406 98853) is appointed as the Advocate Commissioner to re-posses the equipments 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 equipments, 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 equipments, 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 work out to Rs.4,78,234/-;



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d)The respondents, on payment of Rs.4,78,234/- to the applicant within a period of three days from the date when the subject equipments was re-possessed, are entitled for return of the seized equipments. On receipt of the sum of Rs.4,78,234/- within the stipulated time as stated supra, the applicant shall re-deliver the subject equipments 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 equipments 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 equipments, 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 equipments are located, is required, the Advocate Commissioner shall break open the premises in the



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presence of the police and take an inventory and thereafter re-posses the equipments;

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.

Notice to the respondents returnable by 08.09.2025.
Private Notice is also permitted.'

3.Pursuant to the above order, the Advocate Commissioner has seized the goods carrier machines and they have been handed over to the representative of the applicant.

4.When the matters came up for hearing on 09.09.2025, this Court recorded the fact that the goods carrier machines have been seized and handed over to the representative of the applicant and directed the applicant to pay an additional remuneration of Rs.10,000/- to the learned Advocate Commissioner.

5.It is reported that the additional remuneration has been paid to the Advocate Commissioner. Notice that was sent to the respondents have been



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returned with an endorsement 'left' and affidavit of service has also been
filed to that effect.

6.Considering the above development and the fact that the goods carrier machines have already been handed over to the applicant, no further orders are required to be passed in these applications.

7.These applications are disposed of in the above terms.

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N. ANAND VENKATESH, J.
vga

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