



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln No. 1027 of 2025

Kotak Mahindra Bank Ltd.,
rep.by its Authorized Signatory
Regd.Office at Mumbai
Branch office at
TVH Agnitto Park, 8th Floor, Zone-2
141, Old Mahabalipuram Road
Kandanchavadi, Chennai 600 096

Applicant

Vs

1. M/s Sai Pranav Infra Projects
Pvt.Ltd., rep.by its Director
2nd Floor H No.8 2 269 S 61
Plot No.61 Sagar Society
Banjara Hills, Hyderabad,
AP 500 034
2. R.Vidya Sagar Rao
17 F No.1703 Meenakshi Trident
Appts, Gachilbowli
Hyderabad 500 032

Respondents

PRAYER

To pass an order of appointment of an Advocate Commissioner to seize and deliver the Construction Equipment-Wheel Loader-XCMG, Engine No.1022K011353 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 : Ms.G.Kanthimathi



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 construction equipment 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 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 02.09.2023. 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 loan. According to them, the respondents have paid only 18 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 19.12.2024. No reply has been received to the same.

3.The applicant has filed statement of account dated 19.06.2025 along with this application, which reveals that a sum of Rs.41,23,715/- is due and payable by the respondents to the applicant, which includes future installments, arrears of installments, penal interest and



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other charges payable as per the contract. As on date, the respondents are in arrears of three installments, which works out to Rs.3,17,136/-. 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 02.09.2023 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 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)Ms.G.Kanthimathi, Advocate, having office at No.406, New Additional Law Chamber, & Women Lawyers Association, High Court Buildings, Chennai - 600 104 (Mob. No.63748 18893) 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.3,17,136/-;



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d)The respondents, on payment of Rs.3,17,136/- 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.3,17,136/- 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 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. The private notice that was sent to the first respondent has been



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returned with an endorsement “addressee left”. The private notice sent to the second respondent has been duly served and the affidavit of service has also been filed. Though the name of the second respondent has been printed in the cause list, there is no appearance either in person or 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.Kakkarla Balaji Rao, Manager, Legal Department is appointed as Receiver for seizing the subject equipment from the respondents or wherever it is found and by breaking open the premises, if required, with police aid.

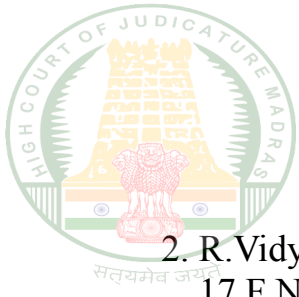
6. This application stands disposed of in the above terms.

08-10-2025

SS

To

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**N.ANAND
VENKATESH J.**

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