



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28-10-2025

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln No. 1078 of 2025

1. Axis Bank Ltd
Rep. By its Deputy Manager
Selvaraj
No. 31, 2nd Floor, South Mada
Street, Mylapore, Chennai

Applicant(s)

Vs

1. Xavier Yagappan
168 North Street, Thirukanurpatti
Post Thirukanurpatti, Thanjavur
Tamil Nadu 613 303 India.

Respondent(s)

PRAYER

To appoint an Advocate Commissioner to take custody of the vehicle being TATA MOTORS LTD TIPPER PRIMA 3525 FBT bearing Chassis No.MAT809003M3C06466, fitted with Engine No.7B6A250D06112C64146757 and Registered TN49CE5757 from the Respondent or wherever it is found and deliver it to the applicant with liberty to sell and to permit the Advocate Commissioner to obtain Police aid and to break open the premises within which the said vehicle is lying.

For Applicant(s): M/s.Uma Vijayan M.R.
For Ms. M. Chithra, Advocate
Respondent(s): 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 respondent, if necessary, with police protection and by breaking open the premises.

2. When this application came up for hearing on 07.08.2025, 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.

2. The applicant is a scheduled bank and they have lent money to the respondent for the purpose of purchasing a vehicle under the loan agreement dated 30.08.2021. The respondent has committed default in the repayment of the loan as per the terms and conditions of the loan agreement. The applicant has also recalled the loan through its notice dated 13.06.2025. As seen from the statement of accounts dated 07.07.2025 filed by the applicant, 4 installments are in arrears, which the respondent has not paid to the applicant. The total value of the 4 installments works to Rs.4,27,272/-.

3. Under the loan agreement dated 30.08.2021, the applicant is empowered to repossess the vehicle in case the



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respondent commits default in the repayment of the loan. There exists an arbitration clause in the loan agreement dated 30.08.2021. The applicant has expressed its willingness to go for arbitration in accordance with the said arbitration clause. The applicant has expressed its difficulty to repossess the vehicle on its own. Since the applicant has made out a prima-facie case for appointment of an Advocate Commissioner, this Court is inclined to appoint an Advocate Commissioner for the purpose of repossessing the vehicle from the respondent or wherever it is found. Eventhough this Court is inclined to appoint an Advocate Commissioner to repossess the vehicle morefully described in the schedule to the Judges Summons, an opportunity must be given to the respondent to take back the vehicle from the applicant once a sum of Rs.4,27,272/- is paid within a period of three days from the date of seizure of the said vehicle from the respondent.

4. For the foregoing reasons, this Court is issuing the following directions:-

(a) Ms.M.Chithra, Advocate, having office at No.5/19, Rajiv Gandhi Street, Arumbakkam, Chennai-106, Mobile No.9841170846, is appointed as Advocate Commissioner to repossess the vehicle morefully described in the schedule to the Judges Summons from the respondent or wherever it is available.

(b) The Advocate Commissioner is permitted to obtain the police aid whenever required and she 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.4,27,272/- is due and payable towards the arrears of installment by the respondent to the applicant, in respect of the aforesaid loan agreement.

(d) On receipt of such intimation, the respondent 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 respondent and the Advocate Commissioner shall cooperate with the applicant 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 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 re-possessed vehicle shall also be redelivered back to the respondent 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 respondent through Court as well as privately returnable by 11.09.2025.

3. The private notice sent to the respondent has been served and the affidavit of service has also been filed. There is no representation either in person or through counsel. Hence, the apprehension raised on the side of the applicant that the respondent is trying to secret the construction equipment is *prima facie* established.

4. In view of the above, in the place of the Advocate Commissioner, Mr.Vishwajit Bagayatkar, Manager, is appointed as the Court receiver and the Court receiver is permitted to seize the



vehicle from the respondent or wherever it is found and by breaking open the premises, if required with police assistance.

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

28-10-2025

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Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No

1.Xavier Yagappan

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N.ANAND VENKATESH J.
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