



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln No. 1098 of 2025

M/s.Shriram Finance Limited
Rep.by its Authorized Signatory
Mr.V.Velu, S/o.Vengatan
Having its Registered Office at South
Phase, Industrial Estate, Guindy,
Chennai 600 032.

Appellant(s)

.Vs

1. Mrs.Sudha P
W/o.Purushothaman, No.32,
Rajasanmugam Nagar, 13th Street,
Kaladipet, Chennai 600 019.
- 2.Mr.Vetrivel
No.106 A, 2nd Floor, Lakshmi Amman
Kovil Street, Tondairpet, Chennai
- 3.Mr.Jayavel.J
S/o.Jagadesan
No.10C, Kalaingar Nagar 8th Street,
Thiruvottiyur, Chennai-600019.

Respondent(s)



PRAYER

To appoint an Advocate Commissioner with direction to seize the schedule mentioned vehicle which is lying under the custody of the respondent or his men, agents, servants or anyone claiming under them from the premises of 1st Respondent at No.32, Rajasanmugam Nagar, 13th Street, Kaladipet, Chennai 600 019 or at any other place where the scheduled asset is found, with the police aid and by break open the locks if necessary and to take the same into his custody, with liberty to sell the same and adjust the sale proceeds against the outstanding.

For Appellant(s): M/S.Vinu G

ORDER

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996, to appoint an Advocate Commissioner to seize the vehicle and to hand over possession to the applicant.

2.When the application came up for hearing on 11.8.2025, 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



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an Advocate Commissioner to repossess the vehicle morefully described in the schedule to the Judges Summons.

2. The applicant is a non-banking financial institute and they have lent money to the respondents for the purpose of purchasing a vehicle under the loan agreement dated 14.07.2023. The respondents have 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 loan recall notice dated 29.07.2025. As seen from the statement of account dated 18.07.2025 filed by the applicant, 18 installments are in arrears, which the respondents have not paid to the applicant. The total value of the 18 installments works to Rs.1,47,565/-.

3. Under the loan agreement dated 14.07.2023, the applicant is empowered to repossess the vehicle in case the respondents commit default in the repayment of the loan. There exists an arbitration clause in the loan agreement dated 14.07.2023. 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 respondents or wherever it is found. Eventhough this Court is inclined to appoint an Advocate Commissioner to



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repossess the vehicle morefully described in the schedule to the Judges Summons, an opportunity must be given to the respondents to take back the vehicle from the applicant once a sum of Rs.1,47,565/- is paid within a period of three days from the date of seizure of the said vehicle from the respondents.

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

(a) Mr.Mohd Yaqoob Kafeel, Advocate, having office at No.40/2, Diwan Sahib Garden, T.T.K. Road, Chennai – 600 014, Mobile No.73973 54960, is appointed as Advocate Commissioner to repossess the vehicle morefully described in the schedule to the Judges Summons from the respondents or wherever it is available.

(b) The Advocate Commissioner is permitted to obtain the police aid whenever required and he 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 respondents intimating that a sum of Rs.1,47,565/- is due and payable towards the arrears of installment by the respondents to the applicant, in respect of the aforesaid loan agreement.



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(d) On receipt of such intimation, the respondents 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 respondents 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 respondents 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.

5. Notice to the respondents, returnable by 15.09.2025.
Private Notice is also permitted.

6. Post the matter on 15.09.2025.



3.The Advocate Commissioner appointed by this Court has filed a report.

On going through the report, it is seen that the Advocate Commissioner has repossessed the vehicle and it has been handed over to the applicant.

4.This fact was also confirmed by the learned counsel for the applicant.

5.The notice sent to the respondents has been returned with an endorsement 'addressee left' without intimation. Affidavit of service has also been filed by the learned counsel for the applicant.

6.The notice was sent to the address as found in the agreement between the parties and the said notice has been returned. It is therefore clear that the respondents are evade notice.

7.In the light of the fact that the vehicle has already been repossessed and handed over to the applicant, no further orders are required to be passed in this application. However, there shall be a direction to the applicant to pay an



additional remuneration of Rs.15,000/- to the learned Advocate Commissioner.

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8.This 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

KP

To

1.Sudha P

W/o.Purushothaman, No.32,
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Kaladipet, Chennai 600 019.

2.Vetrivel

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