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Arb Appln Nos. 1099 &
1101 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08-10-2025

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THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln Nos. 1099 & 1101 of 2025

M/s Cholamandalam Investment and
Finance Company Limited
Chola Crest, C 54 and 55, Super B-4,
Thiru Vi Ka Industrial Estate, Guindy,
Chennai 600 032 represented by its
Authorised Signatory

Applicant in both Arb Applns

Vs

M/s Shiv Shakti Industries
rep.by its Partner
Ward No.2, Gat No.59/1, Chimbali Phata
Chimbali, Pune
Maharashtra 410 501

Respondent in both Arb Applns

PRAYER

To Appoint an Advocate Commissioner to seize and deliver the equipments to applicant which is more fully described in the schedules to the Judges Summons which are lying in the custody of respondent or respondent's men, agents, servants from respondent premises or wherever found with police aid and break open of premises if necessary.

For Applicant: Mr.D.Pradeep Kumar

For Respondent: Ms.T.R.Thara
Advocate Commissioner



COMMON ORDER

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These applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996 for appointment of an Advocate Commissioner for seizing the equipments in the custody of the respondent, if necessary, with police protection and by breaking open the premises.

2. When these applications came up for hearing on 12.08.2025, this Court passed the following order:-

“These applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996, seeking for appointment of an Advocate Commissioner to repossess the equipments morefully described in the schedule to the Judges Summons.

2. The applicant is a non-banking financial institution and they have lent money to the respondent for the purpose of purchasing equipments under the loan agreements dated 12.01.2023 and 29.12.2023. The respondent has committed default in the repayment of the loan as per the terms and conditions of the loan agreements. The applicant has also recalled the loan through its notice dated 12.05.2025. As seen from the statement of account dated 31.07.2025 filed by the applicant, 4 installments in both the applications are in arrears, which the respondent has not paid to the applicant. The total value of the 4 installments in both the applications works out to Rs.7,77,055/- and Rs.4,51,975/- respectively.

3. Under the loan agreements dated 12.01.2023 and 29.12.2023, the applicant is empowered to repossess the equipments in case the respondent commits default in the repayment of the loan. There exists an arbitration clause in the loan agreements dated 12.01.2023 and 29.12.2023. The applicant has expressed its willingness to go for arbitration



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in accordance with the said arbitration clause. The applicant has expressed its difficulty to repossess the equipments 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 equipments from the respondent or wherever they are found. Eventhough this Court is inclined to appoint an Advocate Commissioner to repossess the equipments morefully described in the schedule to the Judges Summons, an opportunity must be given to the respondent to take back the equipments from the applicant once a sum of Rs.7,77,055/- and Rs.4,51,975/- respectively is paid within a period of three days from the date of seizure of the said equipments from the respondent.

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

(a) Ms.T.R.Thara, Advocate, having office at No.152, Thambu Chetty Street, Parrys, Chennai-1, Mobile No.9444209671, is appointed as Advocate Commissioner to repossess the equipments morefully described in the schedule to the Judges Summons from the respondent or wherever they are 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 equipments are kept in a locked premises in the presence of the police after taking proper inventory.

(c) On repossession of the subject equipments, the Advocate Commissioner shall send a communication to the respondent intimating that a sum of Rs.7,77,055/- and Rs.4,51,975/- is due and payable towards the arrears of installment by the respondent to the applicant, in respect of the aforesaid loan agreements.

(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



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Commissioner and on payment of such sum, the applicant shall handover the equipments 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 equipments shall also be redelivered back to the respondent by the applicant unconditionally.

(f) The Advocate Commissioner shall be paid an initial remuneration of Rs.40,000/- 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 16.09.2025.”

3. The private notice that was sent to the respondent has been returned with an endorsement “incomplete address”. The notice has been sent only to the address found in the agreements dated 12.01.2023 and 29.12.2023 respectively. Hence the apprehension of the applicant that the respondent is trying to secret the equipments is prima facie established.

4. In view of the above, in the place of the Advocate Commissioner, Mr.Bhagwat Madhukar Shelke, Branch Receivables Manager is appointed as Receiver for seizing the subject equipments from the respondent or wherever



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they are found and by breaking open the premises, if required, with police aid.

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

08-10-2025

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To

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rep.by its Partner
Ward No.2, Gat No.59/1, Chimbali Phata
Chimbali, Pune
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**N.ANAND
VENKATESH J.**

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