



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln No. 1108 of 2025

M/s. IndusInd Bank Ltd.,
Consumer Finance Division
Rep. by its Assistant Vice President,
A. Ganesh Kumar,
No. 34, G N Chetty Road, T Nagar,
Chennai - 600017.

Applicant

Vs

Krishna Motors
22/880 to 885, Azeez Complex
Kalariparambu
Pudussery West Post
Palakkad, Kerala 678 623

Respondent

PRAYER

To pass an order of appointment of an Advocate Commissioner to seize and deliver the vehicle/machine Daimler India Commercial Vehicles Pvt.Ltd., BHARATBEZ 4828R 10X4 BSVI-2 bearing Vehicle Registration No.KL09AW9553 Vehicle Engine No.926956D0146337 and Chassis No.MEC987FCEPP140292 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.

For Applicant:: Mrs.Meera Gnanasekar

For Respondent: Ms.K.Durga Devi
Advocate Commissioner



WEB COPY

ORDER

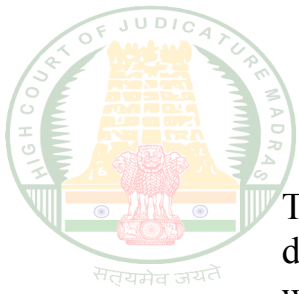
This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 for appointment of an Advocate Commissioner to seize the subject vehicle/machine which is in the custody of the respondent or wherever found, if necessary, with police protection and by breaking open the premises and deliver the same to the applicant.

2. When this application came up for hearing on 12.08.2025, 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 11.05.2023. 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 21.07.2025. As seen from the statement of account dated 16.07.2025 filed by the applicant, 7 installments are in arrears, which the respondent has not paid to the applicant. The total value of the installments works out to Rs.10,17,251/-.

3. Under the loan agreement dated 11.05.2023, the applicant is empowered to repossess the vehicle in case the respondent commits default in the repayment of the loan.



WEB COPY



There exists an arbitration clause in the loan agreement dated 11.05.2023. 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 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.10,17,251/- 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.K.Durga Devi, Advocate, having office at No.2/54, Perumal Koil Street, Madhavaram, Chennai-60, Mobile No.9790742310, 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.10,17,251/- 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



WEB COPY

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-possessioned 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 16.09.2025. ”

3. Notice has been served on the respondent and the affidavit of service has also been filed. Though the name of the respondent is printed in the cause list, there is no appearance either in person or through counsel.

4. It is brought to the notice of this Court that till date, the Advocate Commissioner is not able to seize the subject vehicle/machine and the applicant is in the process of finding out the whereabouts of the vehicle/machine. The learned counsel for applicant further submitted that the initial remuneration has



already been paid to the learned Advocate Commissioner.

WEB COPY

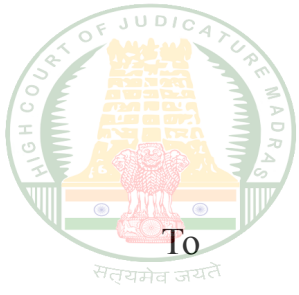
5. It is clear from the above that the respondent has not chosen to appear before the Court and the whereabouts of the subject vehicle/machine is also not able to be ascertained. Hence the apprehension raised on the side of the applicant that the respondent is trying to secret the vehicle/machine is prima facie established.

6. Hence, in the place of the Advocate Commissioner, Mr.Sanjay Sadasivan, Assistant Vice President, Branch Head CV, Palakkad, Employee ID-IBLR04337 is appointed as Receiver for seizing the subject vehicle/machine from the respondent or wherever it is found and by breaking open the premises, if required, with police aid.

7. This application is disposed of in the above terms.

08-10-2025

SS



Arb Appln No. 1108 of 20



To

WEB COM Krishna Motors
22/880 to 885, Azeez Complex
Kalariparambu
Pudussery West Post
Palakkad, Kerala 678 623



WEB COPY

Arb Appln No. 1108 of 20



**N.ANAND
VENKATESH J.**

SS

**Arb Appln No. 1108 of
2025**

08-10-2025