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Arb.Appln.No.1117 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.10.2025

CORAM:

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Application No.1117 of 2025

INDUSIND BANK LTD
Rep.by its Authorised Representative
Mr.K.Senthil
having its Consumer Finance Division at
No.34 G N Chetty Road, T Nagar,
Chennai 600017.

... Applicant

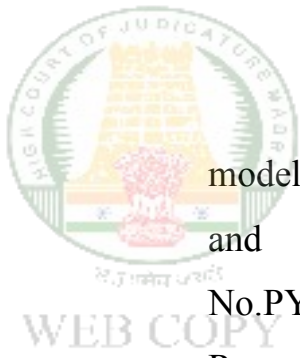
Vs.

1. Mohan Travels
No.7, Karpaka Vinayagar Kovil Street,
Kandhanchavadi,
Chennai, Tamil Nadu 600 096.

2.Latha S
Second Cross Street,
Kumaran Nagar,
Seevaram Perungudi,
Chennai, Tamil Nadu 600096.

...Respondents

Prayer: Arbitration Application filed under Order XIV Rule 8 of O.S. Rules read with Section 9(2)(a)(b) & (e) of the Arbitration Act, 1996, to appoint an Advocate Commissioner to seize and deliver the Vehicle of the Make SML



model name ISUZU EXECUTIVE 29 bearing Engine No.SLT4DT242117 and Chassis No.MBUZT54XET0249097 having registration No.PY05Z1699, 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 : Mr.K.Moorthy

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 vehicle in the custody of the respondent, if necessary, with police protection and by breaking open the premises.

2. When the matter came up for hearing on 19.08.2025, 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 respective vehicles morefully described in the respective schedule to the Judges Summons.

2. The applicant is a scheduled bank and they have lent money to the respondents for the purpose of purchasing vehicles under the loan agreements dated 22.01.2019. The respondents have committed default in the repayment of the



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loan as per the terms and conditions of the loan agreements. The applicant has also recalled the loan through its notice dated 07.10.2024 and 20.11.2024. As seen from the statement of account filed by the applicant, 15 installments are in arrears, which the respondents have not paid to the applicant. The total value of the 15 installments in both the applications works out to Rs.7,55,315/- and Rs.11,65,312/- respectively.

3. Under the loan agreements dated 22.01.2019, the applicant is empowered to repossess the vehicles in case the respondents commit default in the repayment of the loan. There exist an arbitration clause in the loan agreements dated 22.01.2019. 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 vehicles 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 vehicles from the respondents or wherever they are found. Eventhough this Court is inclined to appoint an Advocate Commissioner to repossess the vehicles morefully described in the schedule to the Judges Summons, an opportunity must be given to the respondents to take back the vehicles from the applicant once a sum of Rs.7,55,315/- and Rs.11,65,312/- is paid within a period of three days from the date of seizure of the said vehicles from the respondents.

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

(a) Mr.M.Kaviveerappan, Advocate, having office at No.160, Thambu Chetty Street, Chennai-1, Mobile No.9443480914, is appointed as Advocate Commissioner to repossess the vehicles morefully described in the respective schedule to the Judges Summons from the respondents or wherever they are 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 vehicles are kept in a locked premises in the presence of the police after taking proper inventory.

(c) On repossession of the subject vehicles, the



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Advocate Commissioner shall send a communication to the respondents intimating that a sum of Rs.7,55,315/- and Rs.11,65,312/- respectively is due and payable towards the arrears of installment by the respondents to the applicant, in respect of the aforesaid loan agreements.

(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 vehicles 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 agreements 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 vehicles shall also be redelivered back to the respondents by the applicant unconditionally.

(f) The Advocate Commissioner shall be paid an initial remuneration of Rs.50,000/- 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 respondents through Court as well as privately returnable by 23.09.2025."

3. Today, when the matter was taken up for hearing, learned counsel for the applicant submitted that notice sent to the first respondent has been returned with an endorsement "No such company" and the notice sent to the second respondent has been returned with an endorsement "Insufficient address" and affidavit of service has also been filed. The notices have been sent only to the addresses shown in the agreement. He further submitted that



there is no representation for the respondents either in person or through counsel. Hence, the apprehension raised on the side of the applicant that the respondents are trying to secret the vehicle is *prima facie* established.

4. In view of the above, Mr.Manoj Kanth .M, Assistant Vice President, is appointed as Receiver for seizing the subject vehicle from the respondents or wherever it is found and by breaking open the premises, if required, with police aid.

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

15.10.2025

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Index: Yes/No

Speaking Order/Non-Speaking Order

Neutral Citation Case : Yes/No

N.ANAND VENKATESH, J.

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