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Arb.Appln.No.1133 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.1133 of 2025

Tata Capital Ltd
By its Associate Legal Remedial
R.Kamalakkan
Having its office at
1st Floor Centennial Square,
6A Dr Ambedkar Salai,
Kodambakkam, Chennai 600 024

... Applicant

Vs.

Jithin Chandran
Kuttimakool Kunil Kollam Po Moodadi Kozhikode,
Landmark - Moodadi,
Kozhikode, Kerala 673 307.

...Respondent

Prayer: Arbitration Application filed under Order XIV Rule 8 of O.S. Rules read with Section 9(ii)(b)(d) & (e) of the Arbitration Act, 1996, to appoint an Advocate Commissioner to seize and deliver the Tata Altroz XZ 1.2 RTN BS6 model bearing Engine no.REVTRN10CYXM66687 Chassis No.MAT632115MPCH1434 bearing Reg.No.KL 56 W 2982 with all accessories fitted to the Vehicle Lying at Kuttimakool Kunil Kollam, Po Moodadi, Kozhikode, Kerala 673 307, or wherever morefully described hereunder, with police aid or break open the premises or from wherever



found and handover the same to the Applicant.

For Applicant : Mr.N.K.Vanan

ORDER

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) for appointment of an Advocate Commissioner to seize and deliver the Asset more fully described in the schedule to the Judges Summons.

2. When this application came up for hearing on 19.08.2025, 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 non-banking financial institution and they have lent money to the respondent for the purpose of purchasing a vehicle under the loan agreement dated 20.04.2024. 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 10.03.2025. As seen from the statement of account dated 07.08.2025 filed by the applicant, 5 installments are in arrears, which the respondent has not paid to the applicant. The total value of the 5 installments works out to Rs.89,451/-.



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3. Under the loan agreement dated 20.04.2024, the applicant is empowered to repossess the vehicle in case the respondent commits default in the repayment of the loan. There exists an arbitration clause in the loan agreement dated 20.04.2024. 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.89,451/- 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.S.Esai Rani, Advocate, having office at No.48, Armenian street, Chennai-1, Mobile No.9842983556, 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.89,451/- 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 repossessed 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 23.09.2025."

3. Today, when the matter was taken up for hearing, learned counsel for applicant submitted that notice sent to the respondent has been served and affidavit of service has been filed before this Court. However, there is no representation for the respondent either in person or counsel. Hence, the apprehension raised on the side of the applicant that the respondent is trying to secret the Asset is *prima facie* established.



4. In view of the above, in the place of Advocate Commissioner, Mr.Krishna Prasad, Legal Manager, is appointed as Receiver for seizing the subject Asset from the respondent or wherever it is found and by breaking open the premises, if required, with police aid.

This application is 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



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N.ANAND VENKATESH, J.

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