



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01-09-2025

WEB COPY

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln No. 1270 of 2025

1. Shriram Finance Limited
Sri Towers, Plot No.14A, South
Phase, Industrial Estate, Guindy,
Chennai

Applicant(s)

Vs

1. Sundaramoorthy R.
S/o.Raman, No.75, 1st Ambedkar
Nagar, Thendral Nagar,
Thirumullaivoyal, Poonamallee,
Tiruvallur 600 062.

2.Hari
No.27, Nagamman Street,
Sathyamurthy Nagar,
Thirumullaivoyal, Poonamalle,
Tiruvallur

Respondent(s)

PRAYER

To Appoint Advocate commissioner with direction to seize the schedule mentioned vehicle which is lying under the custody of the respondent or his men, agent, servants or anyone claiming under them from the premises of 1st Respondent at No.75, 1st Ambedkar Nagar, Thendral Nagar, Thirumullaivoyal, Poonamallee, Tiruvallur 600 062 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



WEB COPY

Arb Appln No. 1270 of 2025



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
For Respondent: -

ORDER

This Application has been filed to appoint an Advocate Commissioner to seize and deliver the vehicle to the applicant lying in the custody of the respondent, their men, agents, servants etc., with police aid and break open premises if necessary.

2. Heard Mr.Vinu G, learned counsel for applicant.

3. The vehicle loan was repayable in 30 monthly instalments commencing from 05.04.2024 to 05.09.2026. The dues became payable from March 2025. The legal notice dated 06.08.2025 was sent to the respondent on 08.08.2025. Thereafter, this application has been filed.

4. In the considered view of this Court, to invoke Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the "Act"), there must be a manifest intention to arbitrate. The law



on this issue was spelt out by the Apex Court in ***[Firm Ashok Traders and another Vs. Gurumukh Das Saluja and others]*** reported in ***2004 3 SCC 155***. The law was again reiterated by this Court in ***[M/s. Cholamandalam Investment and Finance company Ltd. Vs. Harkhabhai Amarshibhai Vaghadiya]*** in ***Arb. Appln. No.40 etc., of 2022***.

5. It is true that trigger notice under Section 21 of the Act is not imperative. However, there must be a manifest intention to arbitrate the moment dues become payable. In this case, totally eight instalments have not been paid and the notice has been issued to the respondent in August 2025. In view of the same, this Court finds that there is lack of intention to arbitrate.

6. In the light of the above discussion, it is made clear that the right of the applicant is left open to agitate the same before the Arbitral Tribunal and similar prayer can be made under Section 17(1) (ii) (d) of the Act. If such a course is adopted by the applicant, it is left open to the Arbitral Tribunal to decide the same on its own merits and in accordance with law.



7.

costs.

This Application is disposed of in the above terms. No

WEB COPY

01-09-2025

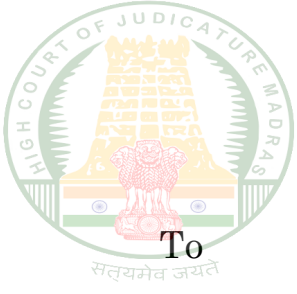
rka

Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No



Arb Appln No. 1270 of 2025



To

WEB

1.Sundaramoorthy R.
S/o.Raman, No.75, 1st Ambedkar
Nagar, Thendral Nagar,
Thirumullaivoyal, Poonamallee,
Tiruvallur 600 062.

2.Hari
No.27, Nagamman Street,
Sathyamurthy Nagar,
Thirumullaivoyal, Poonamalle,
Tiruvallur



WEB COPY

Arb Appln No. 1270 of 2025



N.ANAND VENKATESH J.
rka

Arb Appln No. 1270
of 2025

01-09-2025