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Arb Appln No. 1223 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08-10-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arb Appln No. 1223 of 2025

M/s Mahaveer Finance India Limited
Having office at T8-T9, IIIrd Floor,
K.G.Plaza, No. 41 44, G.P. Road,
Chennai-600 002 rep.by its Authorised
Signatory Mr.K.Saravanan

Applicant

Vs

1. P Krishnan Pathinettampadi
S/o.Pathinettampadi,
No.2/288, South Street, Aviyoor
Virudhunagar, Tamil nadu 626 106.

2.K.Raja
S o.Krishnan
No.2 288, South Street, Aviyoor,
Virudhunagar, Tamilnadu-626102

Respondents

PRAYER

To appoint an Advocate Commissioner to seize and deliver the Asset FORCE MOTORS LIMITED - CRUISER BSIII NA F 4X2 bearing Reg.No.TN 59 BL 8168 Engine No.D57002296 Chassis NO.MC1D4DLAXHP067706 available at the Respondent's premises or wherever found and permit the Advocate Commissioner to obtain Police aid and to break open the premises.



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For Applicant: Mr.M.Arunachalam

For Respondents: Mr.C.Arun Kumar
Advocate Commissioner

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

2. When this application came up for hearing on 26.08.2025, 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 institute and they have lent money to the respondents for the purpose of purchasing a vehicle under the loan agreement dated 30.04.2024. The respondents have 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 08.08.2025. As seen from the statement of account dated 30.07.2025 filed by the applicant, 9 installments are in arrears, which the respondents have not paid to the applicant. The total value of the 9 installments works to Rs.1,89,000/-.



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3. Under the loan agreement dated 30.04.2024, the applicant is empowered to repossess the vehicle in case the respondents commit default in the repayment of the loan. There exists an arbitration clause in the loan agreement dated 30.04.2024. The applicant has already initiated 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 respondents 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 respondents to take back the vehicle from the applicant once a sum of Rs.1,89,000/- is paid within a period of three days from the date of seizure of the said vehicle from the respondents.

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

(a) Mr.C.Arun Kumar, Advocate, having office at No.8, Anna Nagar, Chennai-42, Mobile No.9003604969, is appointed as Advocate Commissioner to repossess the vehicle morefully described in the schedule to the Judges Summons from the respondents or wherever it is 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 vehicle is kept in a locked premises in the presence of the police after taking proper inventory.



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(c) On repossession of the subject vehicle, the Advocate Commissioner shall send a communication to the respondents intimating that a sum of Rs.1,89,000/- is due and payable towards the arrears of installment by the respondents to the applicant, in respect of the aforesaid loan agreement.

(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 vehicle back to the respondents and the Advocate Commissioner shall cooperate with the applicant for the same.

(e) 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.

5. Notice to the respondents through Court as well as privately returnable by 07.10.2025. ”

3. Notices sent to the respondents have been served and their names are also printed in the cause list. Even though notices had been served on the respondents, there is no appearance either in person or through counsel.

4. The learned counsel for applicant submitted that when the learned Advocate Commissioner attempted to seize the vehicle, the respondents came



forward to regularise the account and accordingly, the account has also been regularised.

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5. In the light of the above development, no further orders are required to be passed in this application. There shall be a direction to the applicant to pay a sum of Rs.10,000/- as additional remuneration to the learned Advocate Commissioner.

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

08-10-2025

SS

To

1.P Krishnan Pathinettampadi
S/o.Pathinettampadi,
No.2/288, South Street, Aviyoor
Virudhunagar, Tamil nadu 626 106.

2.K.Raja
S o.Krishnan
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**N.ANAND
VENKATESH J.**

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