



Arbitration Application No.1272 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03.09.2025

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THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Application No.1272 of 2025

M/s.Shriram Finance Limited,
(Formerly known as
M/s.Shriram Transport Finance Company Limited)
represented by its Authorised Signatory
Mr.Jayakumar S
Plot No.4A1, 4A2, Second Floor,
PVK Towers, 1st Main Road, TNHB Colony,
Maduravoyal, Chennai - 600 095. Applicant

Vs.

1.Mohanavel
S/o.Moorthy

2.M.Shenbagavalli
W/o.Mohanavel

3.R.Mohandass
S/o.Rajaraman

4.M.Bharathi
S/o.Moorthy Respondents

PRAYER

To pass an order of appointment of ADVOCATE COMMISSIONER as receiver to seize the vehicle more particularly described in the schedule to the Judges Summon wherever stationed in the premises of the respondents or wherever it is found and with



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whomsoever it is found with powers to break open the premises and grant permission to the receiver to obtain police aid from the concerned Police Officer.

For Applicant : Mr.Elayarajkumar
for Mr.A.Damodaran

ORDER

This application has been filed seeking for appointment of an Advocate Commissioner to seize the vehicle from the respondent and handover the same to the applicant and for a further direction to the Advocate Commissioner to take police aid or break open the premises, if necessary.

2. This Court heard learned counsel for the applicant and carefully perused the materials available on record.

3. The applicant had given financial assistance to the respondents for purchase of vehicle. Pursuant to the same, a lease agreement dated 01.07.2023 was entered into between the parties. The applicant had disbursed a total sum of Rs.35,00,000/- to the respondents. The loan amount is repayable in 48 monthly instalments. The loan was for the period from 10.08.2023 to 10.07.2027.



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4. The respondents committed default in payment of the loan amount and hence, the loan was recalled through notice dated 11.07.2025. As on today, the total outstanding is Rs.4,38,085/-.

5. Learned counsel for the applicant submitted that the respondents have failed to pay the amount from June'2025 onwards. It is under these circumstances, the present application came to be filed before this Court.

6. In the considered view of this Court, the loan amount became due and payable right from June'2025. Hence, the applicant should have immediately moved towards referring the matter for arbitration. In other words, there must be material available to show that there was manifest intention for the applicant to arbitrate the dispute. In the case in hand, not even a trigger notice has been issued under Section 21 of the Arbitration and Conciliation Act, 1996 [for brevity 'the Act']. Hence, this Court holds that there is no manifest intention on the part of the applicant to arbitrate the dispute.



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N.ANAND VENKATESH, J.

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7. In the light of the above discussion, liberty is granted to the applicant to have the Arbitral Tribunal constituted, go before the Arbitral Tribunal and make the same prayers under Section 17 of the Act, if so advised. 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.

This application is disposed of in the above terms.

03.09.2025

Speaking/Non-speaking order

Index : Yes / No

Neutral Citation : Yes / No

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