



Arb Appln NO. 27 of 2025

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09-01-2025

CORAM

THE HONOURABLE MR JUSTICE P.B. BALAJI

Arb Appln NO. 27 of 2025

Tata Capital Limited
1st Floor, Centennial Square, 6A, Dr Ambedkar
Salai, Kodambakkam, Chennai

Appellant(s)

Vs

Sunseed Hospitals
1st Floor, Centennial Square, 6A, Dr Ambedkar
Salai, Kodambakkam, Chennai Partnership Firm,
(Registration No.3027 of 2022) Represented by
its Dr.Kalkuri Anveshan, D.No.1-10/29/11
Nagarjuna Nagar Colony, Kushai Guda, Medchal
Malkajgiri, Hyderabad 500 062. and 2 Others

Respondent(s)

For Appellant(s):

Mr.C.Balakrishnan

ORDER

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Advocate Commissioner with the assistance of the jurisdictional police and accompanied by the applicant's representatives to repossess the goods



Arb Appln NO. 27 of 2025

wherever located, more fully set out in the schedule to the Judges Summons and hand over the same to the applicant.

2. Heard Mr.C.Balakrishnan, learned counsel for the applicant.

3. The case of the applicant is that the first respondent, who is engaged in the business of hospital, approached the applicant Company for purchasing of Cardiac and Vascular CATH Lab. The applicant sanctioned the said request vide letter dated 28.09.2023. In furtherance of the said sanction letter, a Loan cum Hypothecation Agreement was also entered on 06.10.2023 for a sum of Rs.2,18,96,000/-, preceded by Facility Agreement. The amount was also disbursed by the applicant to the respondents on 19.10.2023. However, it is the specific case of the applicant that the first respondent defaulted in repayment and even the respondents 2 and 3/guarantors did not pay any amounts. The first respondent wrote to the applicant on 19.07.2024 seeking restructure of the Facility transferred by the first respondent and apart from raising the allegations against the applicant. The applicant, vide letter dated 13.09.2024, replied to the same



Arb Appln NO. 27 of 2025

WEB COPY

refuting the allegations and expressing its inability to restructure and calling upon the first respondent to pay the amount of Rs.2,19,68,124.44/- as on 12.09.2024. The applicant terminated the Loan cum Hypothecation Agreement by a notice dated 20.09.2024 and called upon the respondents to settle the entire dues payable to the applicant.

4.It is the apprehension of the applicant that in order to escape from the liability, the respondents are trying to impair the assets under the Facility agreements. The respondents have undertaken to return the assets in working condition, upon termination. The applicant is also empowered to repossess the assets under the contract entered into with the respondents. The Loan cum Hypothecation Agreement dated 06.10.2023 also contains an arbitration clause.

5.In order to secure the interest of the applicant in the meantime i.e., pending arbitration, the applicant has been taken out the application for appointment of an Advocate Commissioner to repossess the goods more fully set out in the schedule to the Judges Summons for the default committed by the respondents and the applicant also having terminated the



Arb Appln NO. 27 of 2025

WEB COPY

Loan cum Hypothecation Agreement as early as on 20.09.2024 and there being default committed by the respondent in repayment, I am inclined to appoint an Advocate Commissioner as prayed for who shall take the aid of the jurisdictional police protection.

6. Accordingly, this Application is ordered with the following directions:

a) **Mr.I.Pragadeesh, Advocate, having office at No.03, Annai Nagammai Nagar, Raja Annamalai Puram, Mandaveli, Chennai – 28, Phone No.9791209490,** is appointed as an Advocate Commissioner to repossess the asset, which is more fully described in the schedule to the Judges Summons from the respondents, or wherever it is available and handover the same to the applicant by way of interim custody. The Advocate Commissioner shall permit the applicant's representatives to accompany him for repossessing the goods which is more fully set out in the schedule to the Judges Summons. Registry is directed to issue warrant to the Advocate Commissioner;



Arb Appln NO. 27 of 2025

b) The Advocate Commissioner is permitted to obtain police aid and break open of the premises in case the seized goods are kept in a locked premises in the presence of the Police, after taking proper inventory;

c) If break open of a lock is required, the Advocate Commissioner shall do so in the presence of the police personnel who will counter sign the record evidencing the break open of the lock and to re-lock the premises.

d) If the Advocate Commissioner finds any difficulty with the jurisdictional police, he is at liberty to approach Superintendent of Police, who shall provide all necessary assistance to him at the time of seizure of the goods.

e) The Advocate Commissioner shall be paid his initial remuneration of Rs.30,000/- (Rupees Thirty Thousand only), within a period of six weeks from the date of receipt of a copy of this order or before the Advocate Commissioner executes the Warrant of Commission in accordance with the directions given by this Court. The Boarding, lodging and travel expenses shall be paid by the applicant to the Advocate Commissioner for executing the warrant of Commission;

7. Notice to the respondents returnable by 06.02.2025. Private Notice is also permitted.



Arb Appln NO. 27 of 2025

WEB COPY

8.Post the matter on 06.02.2025 under the caption 'for reporting compliance'.

09.01.2025

ata



WEB COPY



Arb Appln NO. 27 of 2025

P.B.BALAJI,J.

ata

Arb.Appln.No.27 of 2025



WEB COPY



Arb Appln NO. 27 of 2025

09.01.2025