



Arbitration Application No.1405 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.12.2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

Arbitration Application No.1405 of 2025

M/s.HDB Financial Services Limited
Having one of its branch office at:
4th Floor, Loyal Towers, No.68/2,
Greams Road, Chennai 600 006.
represented by its Authorised Signatory
Mr.P.Saravanan

Applicant

Vs

1.Sri Buddha Engineering and Constructions
Private Limited,
rep.by its Authorised Signatory,
H.No.10-3-113P, 10-3-32/9/114,
Nehru Nagar, Secunderabad, Hyderabad,
Telangana - 500 026.

2.Koditham Varalakshmi
D/o.Vannam Subba Rayudu



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3.Rajasekhar Koditham
S/o.Koditham Sreenivasulu

Respondents

Application filed under Order XIV Rule 8 of Original Side Rules read with Section 9(ii)(d)&(e) of the Arbitration and Conciliation Act, 1996, to appoint an Advocate Commissioner to seize and deliver the Assets (2 Nos) EICHER PRO 8035 XM TIPPER Construction Equipment as detailed in the Schedule hereunder, available at the respondent's premises or wherever found and permit the Advocate Commissioner to obtain police aid and to break open the premises.

For Applicant : Mr.M.Arunachalam

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

2. The petitioner extended financial facilities to the respondents. The



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first respondent is the borrower, the second respondent is the co-borrower and third respondent is the guarantor. Since the respondents committed default, a recall notice dated 08.08.2025 was issued and in spite of receipt of the same, there was no response from respondents. It is under these circumstances, the present petition came to be filed before this Court.

3. When the application came up for hearing on 30.10.2025, this Court issued notice to the respondents.

4. The private notice sent to the respondents has been returned with an endorsement "Left" and affidavit of service has also been filed. As the notice has been sent to the address given in the agreement, there is a deemed service on the respondents and the respondents are neither present nor represented through counsel. Hence, the apprehension raised on the side of the applicant that the respondents are trying to secret the construction



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equipment is *prima facie* established.

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5. In view of the above, Mr.Sheik Mabuvali is appointed as the Court receiver and the Court receiver is permitted to seize the construction equipment from the respondents or wherever it is found and by breaking open the premises, if required with police assistance.

This application stands disposed of in the above terms.

01.12.2025

Index:yes/no

NCC:yes/no

Speaking Order/Non-speaking Order

gm

N. ANAND VENKATESH.J.,

gm



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