



Arb Appln No.1428 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 08.12.2025

CORAM

THE HONOURABLE Mr.JUSTICE N.ANAND VENKATESH

Arb. Appln. No.1428 of 2025

M/s.Smart Credit India Finance Limited,
Rep. by its Authorized Signatory Mr.K.Jamal Basha
Having office at - 5/26, Nachiyar Towers,
E.V.R. Salai, K.K.Nagar,
Tiruchy - 620 021.

.... Applicant

Vs.

Gunasekaran V

.... Respondent

Arbitration Application under Order XIV Rule 8 of Original Side Rules r/w Section 9 (1) (2) (ii) (a) (b) (d) & (e) of the Arbitration and Conciliation Act, 1996, praying to pass an order of appointment of a receiver, the employee of the applicant K.Jamal Bash, Branch Manager - Employee ID : SIFLR01003 to seize and deliver the vehicle/machine Mahindra & Mahindra Limited, XUV500FWD W8 bearing Vehicle Registration No.TN61D4455, Vehicle Engine No.HJD4B20222 and Vehicle Chassis No.MA1YL2HJUD6B18117 to the custody of the applicant, available at the respondent premises or wherever found and with whomsoever it is found and permit the receiver to obtain police aid and to break open the premises.



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For Applicant : Ms.Meera Gnanasekar

ORDER

This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996.

2.When the application came up for hearing on 06.11.2025, this

Court passed the following order:

“This application has been filed under Section 9 of the Arbitration and Conciliation Act, 1996, [for brevity 'the Act'] for appointment of a receiver to seize and deliver the vehicle from the respondent to the applicant, if necessary, with police protection and by breaking open the premises.

2. Heard Ms.Meera Gnanasekar, learned counsel for applicant and carefully perused the materials available on record.

3. The respondent availed financial facilities from the applicant and they entered into an agreement on 31.03.2023. The total agreement value is Rs.10,25,360/-, which is payable in 42 monthly instalments starting from 10.04.2023 ending with 10.09.2026. Since the respondent did not repay the amount, arbitration proceedings were initiated and an award was passed on 30.09.2025. As on 16.10.2025, a total sum of Rs.5,62,277/- is due and payable.

4. The specific case of the applicant is that till date, the award has not been challenged. The applicant is also not able to take possession of the vehicle. It is under these circumstances, the present application has been filed before this Court.

5. Accordingly, Mr.K.Jamal Basha, Branch Manager, is appointed as the receiver and the receiver is permitted to seize the



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vehicle from the respondent or wherever it is found and by breaking open the premises, if required with police assistance.

6. Notice to the respondent returnable by 04.12.2025. Private notice is also permitted.

List this application on 04.12.2025.”

3.It is seen that the private notice sent to the respondent has been duly served. Though the respondent has been served, there is no appearance either in person or through counsel.

4.In view of the above, it is quite clear that the respondent is trying to evade the notice and the apprehension on the part of the applicant that the respondent is trying to secret the vehicle is *prima facie* proved. Hence, the order passed on 06.11.2025 is made absolute and this application is disposed of in the above terms.

08.12.2025

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N.ANAND VENKATESH, J.

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