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*Arb. Appln. Nos.1065 to 1069 of 2025*

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.02.2026

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THE HONOURABLE Mr.JUSTICE N. ANAND VENKATESH

Arb. Appln. Nos.1065 to 1069 of 2025

Cholamandalam Investment And Finance Co. Ltd.  
'Chola Crest', C 54 & 55, Super B-4  
Thiru Vi Ka Industrial Estate  
Guindy, Chennai

.. Applicant in all cases

Vs.

Sahebrao Laxmanrao Bahekar

.. Respondent in all cases

Applications filed under Order XIV Rule 8 of the Original Side Rules read with Sections 9(1)(ii)(a)(b)(d)&(e) of the Arbitration and Conciliation Act, 1996, to appoint an Advocate Commissioner to seize and deliver the vehicle to the applicant which is more fully described in the schedule to the Judges Summons which is lying in the custody of respondent or respondents men, agents, servants, from respondent premises or wherever found with Police aid and break open of premises if necessary.

For Applicant : Mr.D.Pradeep Kumar  
in all cases



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## **COMMON ORDER**

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These applications have been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (in short “the Act”) for appointment of Advocate Commissioner to seize the vehicles from the respondent and to hand it over to the applicant.

2. When the applications viz., Arb, Appln. Nos. 1065 & 1066 of 2025 came up for hearing on 06.08.2025, this Court passed the following order:

“These applications have been filed under Section 9 of the Arbitration and Conciliation Act, seeking for the appointment of an Advocate Commissioner to repossess the respective vehicles more fully described in the respective schedule to the respective Judges Summons from the respondent or wherever available.

2. The respondent is a defaulter in the repayment of the loan to the applicant. He availed loan for the purchase of the vehicles. The vehicles hypothecated to the applicant are more fully described in the respective schedule to the respective Judges Summons in these applications. Under the respective loan agreements, the applicant is empowered to repossess the vehicles from the respondent, in case he commits default in the repayment of the loan to the applicant. There exists an arbitration clause in the loan contracts, which are the subject matter of these applications. The applicant has invoked arbitration clause by issuing notice to the respondent and has complied with the requirements of Section 21 of the Arbitration and Conciliation Act, 1996. The applicant has already recalled the loan from the respondent through its loan recall notices.

3. Since the applicant has been unable to re-possess the vehicles on their own, they have filed these applications seeking for the appointment of an



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Advocate Commissioner by this Court to repossess the vehicles from the respondent or wherever available. The details of the amounts due and payable by the respondent to the applicant are furnished below:

| <i>Arb. Appln. Nos.</i> | <i>No. of installments due</i> | <i>Arrears of Installments (in Rs.)</i> | <i>Total outstanding amount (in Rs.)</i> |
|-------------------------|--------------------------------|-----------------------------------------|------------------------------------------|
| 1065 of 2025            | 11                             | 5,99,332                                | 12,49,973.80                             |
| 1066 of 2025            | 10.95                          | 5,19,694                                | 10,96,324.17                             |

4.This Court, after giving due consideration to the contents of the affidavit filed in support of these applications as well as the documents filed along with these applications, is of the considered view that a prima facie case has been made out by the applicant for the appointment of an Advocate Commissioner by this Court to re-possess the vehicles from the respondent or wherever available. However, in order to strike a balance to enable the respondent to get back possession of the vehicles, once they are re-possessed by the Advocate Commissioner, this Court deems it fit to put the respondent on terms by directing the respondent to pay the arrears of installments due as on date under the respective contracts within a period of three days from the date when the Advocate Commissioner re-possess the vehicles from the respondent or wherever available.

5.The details of the amounts payable by the respondent within a period of three days from the date of the respective communication from the Advocate Commissioner under each of the loan agreements to enable them to get back the vehicles from the applicant after they are re-possessed by the Advocate Commissioner are as follows:

| <i>Arb. Appln. No.</i> | <i>Arrears of Installments (in Rs.)</i> |
|------------------------|-----------------------------------------|
| 1065 of 2025           | 5,99,332/-                              |
| 1066 of 2025           | 5,19,694/-                              |

6. Accordingly, the following directions are issued by this Court:

a)Mr.K.Mohit Kumar, Advocate, having address at No.20, Seethammal Colony, Seethammal Road, Alwarpet, Chennai - 600 018 (Mob. No.96770 27197) is appointed as the Advocate Commissioner to re-possess the vehicles morefully described in the respective schedule to the respective Judges Summons from the respondent or from his premises or wherever available;



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b)The Advocate Commissioner, after re-possessing the respective vehicles, shall handover interim custody of the same to the applicant, who shall keep it in their safe custody;

c)The Advocate Commissioner, immediately after re-possessing the respective vehicle, shall intimate the respondent either through Registered Post with Acknowledgment Due (RPAD) or by hand delivery through a written communication, that he is in arrears of installments payable to the applicant;

d)The respondent, on payment of the respective arrears of installments, as disclosed in paragraph No.5 of this order to the applicant within a period of three days from the date when the respective vehicles were re-possessed, is entitled for return of the seized respective vehicles, provided an undertaking is given by the respondent that the respondent shall pay the future installments on the due dates, without any default. On receipt of the arrears of installments within the stipulated time as stated supra, the applicant shall re-deliver the respective vehicles back to the respondent with proper acknowledgment and the Advocate Commissioner shall also render proper assistance for the same;

e)The applicant shall initiate arbitration in accordance with the arbitration agreement contained in the contract within a period of 90 days from today. In case, the applicant fails to initiate arbitration within the stipulated time, the order passed by this Court today shall stand automatically vacated and the re-possessed vehicle shall also be redelivered back to the respondent by the applicant unconditionally;

f) In case, the Advocate Commissioner requires Police assistance due to any law and order problem or due to any obstruction caused by the respondent or by any third party, while re-possessing the respective vehicles, the Advocate Commissioner is at liberty to seek police assistance from the concerned police station and the police department shall grant police protection accordingly. In case, break open of the premises, where the respective vehicles are located, if required, the Advocate Commissioner shall break open the premises in the presence of the police and take an inventory and thereafter re-posses the respective vehicles;

g)The Advocate Commissioner shall be paid an initial remuneration of Rs.50,000/-, which is payable by the applicant, who shall pay the same before the execution of the warrant of commission



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and on receipt of the same, the Advocate Commissioner shall proceed to execute this order. All the boarding, lodging and travelling expenses for the Advocate Commissioner shall be borne by the applicant.

Notice to the respondent returnable by 10.09.2025. Private Notice is also permitted.”

3.The applications *viz.*, Arb. Appln. Nos.1065 to 1069 of 2025 came up for hearing on 08.12.2025 and the following order came to be passed by this Court:

“Pursuant to the earlier order passed by this Court on 12.11.2025, a memo of calculation has been filed by the respondent and a copy of the same has been served on the learned counsel for the applicant.

2.Without going into the dispute raised on certain amounts mentioned in the memo of calculation, the fact remains that even according to the respondent, the respondent has to repay 17 instalments which comes to an end in February 2026. Therefore, even if the instalments for the month of December, January and February is excluded, the respondent is due and payable 14 instalments in each application. For better appreciation, the amount payable towards 14 instalments in each application is tabulated hereunder :

| <i>Instal Amounts</i> | <i>No. of Instalment</i> | <i>Amount (Rs.)</i> |
|-----------------------|--------------------------|---------------------|
| 54,509.90             | 14                       | 7,63,126.00         |
| 47,455.00             | 14                       | 6,64,370.00         |
| 49,049.00             | 14                       | 6,86,686.00         |
| 53,973.00             | 14                       | 7,55,622.00         |
| 53,973.00             | 14                       | 7,55,622.00         |
|                       | Total                    | 36,25,426.00        |

3.In view of the above, there shall be a direction to the respondent to take immediate steps to pay the amount due and payable for 14 instalments, as per the above calculation and report to this Court.



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4.If the above payments are paid, this Court will fix some time frame for payment of the balance amount and this Court will also attempt to reduce certain claims made on side of the applicant.

5.Post these applications under the caption “for reporting compliance” on 05.01.2026.”

4.The matter was again listed for hearing on 05.01.2026 and the following order came to be passed by this Court:

“When these applications were taken up for hearing today, learned counsel for the applicant submitted that the earlier order passed by this Court on 08.12.2025 directing the respondent to pay 14 instalments, was not complied with.

2.In view of the above, the warrant shall be re-issued to the Advocate Commissioner to enable the Advocate Commissioner to seize the vehicles and to file a report before this Court.

3.Post these applications on 09.02.2026.”

5.When the matter was taken up for hearing today, it was brought to the notice of this Court that the vehicles were not able to be traced by the learned Advocate Commissioner. In the light of the fact that the respondent has failed to comply with the order passed by this Court and the vehicles are not able to be traced by the learned Advocate Commissioner in spite of extension of warrant period, this Court holds that the applicant has made out a case for the seizure of the vehicles.



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6. In view of the above, Mr. Mathew Abraham Manaloor, Regional Receivables Manager, is appointed as Receiver, in the place of the Advocate Commissioner, whose warrant is withdrawn and the Receiver shall proceed further to seize the vehicles. Thus, the order passed by this Court on 06.08.2025 is made absolute.

All these applications are disposed of.

09.02.2026

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Index: Yes/No

Neutral Citation : Yes/No



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