

**IN THE COURT OF THE ADDL. DISTRICT JUDGE-V, KOZHIKODE.
Present:- Sri. Jennis Stephen, Addl. District Judge-V**

Tuesday the 7th day of April 2026/17th day of Chaithram, 1948

Miscellaneous Application (Arb) No. 296/2025

Between:-

Sundaram Finance Ltd Having its
registered office at No. 21, Pattullos Road
Chennai, 600002, Rep. by authorized officer
Krishna Prasad, Assistant Manager (Legal),
S/o. C. P. Prasad, aged 29 years,
Sundaram Finance Ltd, BMT Trade Centre
2nd Floor, Puthiyara, Kozhikode – 673 005. Petitioner

And:-

Thahira Sherin, aged 27 years,
D/o. N. Sainudheen Nerompara Kattipara
(PO) Kedavur, Kozhikode – 673 573. Respondent

Petition filed U/s. 17(2) of the Arbitration and Conciliation Act,
1996 as Amended by Arbitration & Conciliation Amendment Act 2015.

This petition coming on this the 28th day of March, 2026 for final
hearing before me in the presence of **Sri. Noushad Kallada**, Advocate
for the Petitioner and of respondents not entered in appearance and
having stood over to this day for consideration the Court passed the
following:-

ORDER

This MA (Arbitration) has been filed under Section 17(2) of the
Arbitration and Conciliation Act seeking the appointment of an Advocate
commissioner to take possession of the vehicle in terms of the order of the
Arbitrator. By Order dated 30.10.2025 in IA 3 of 2025, this Court had appointed
an Advocate Commissioner to take possession of the petition schedule property.

2. Notice was issued to the respondents in the MA Application. None appears for the respondents. The Advocate commissioner filed a report stating that the possession of the vehicle has been taken and the same has been handed over to the petitioner.

3. A question was raised regarding the maintainability of the petition as to whether the Arbitrator was appointed unilaterally by the petitioner. In the decision reported in **Sundaram Finance Limited v. Ajith Lukose reported in 2025 KHC 1733**, the Hon'ble High Court has held that appointment of an Arbitrator by an independent institution is distinct from unilateral appointment by one party when the parties had agreed that the Arbitrator shall be selected by that institution. The Arbitrator in the present case is appointed by MCCI. The petitioner has produced the loan agreement executed between the petitioner and the respondent agreeing that the disputes shall be decided by an Arbitrator to be appointed by MCCI. In view of the above circumstances, I hold that the appointment of the arbitrator is valid in terms of the judgment of the Hon'ble High Court.

5. The jurisdiction of this court under Section 17(2) of the Arbitration and Conciliation Act is only to execute the interim order. The possession of the vehicle has been taken and handed over to the petitioner. Therefore, this application is closed, reserving the rights, if any, of the parties to agitate their disputes before the Arbitrator.

In the result, this MA (Arbitration) is closed with the above observations.

(Typed directly to the computer, Corrected and pronounced by me in open court on this the 7th day of April, 2026)

Sd/-

Addl.District Judge – V

Witness and Exhibits on either side:- : NIL

Sd/-

Addl.District Judge – V

//True Copy//

Senior Superintendent

Fair/ Copy of Order
in **M.A (Arb).296/2025**
Dated:-07.04.2026

