

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE K.VINOD CHANDRAN

FRIDAY, THE 23RD DAY OF JANUARY 2015/3RD MAGHA, 1936

WP(C).NO. 844 OF 2015 (E)

PETITIONER:

**JANARDHANAN T.N ., AGED 58 YEARS,
S/O. NARAYANAN, THALACHIRAPUTHENPURAYIL HOUSE,
KARAMALA.P.O., KOZHIPPILLY, KOOTHATTUKULAM,
ERNAKULAM DISTRICT.**

BY ADV. SRI.ALIAS M.CHERIAN

RESPONDENTS:

- 1. THE SECRETARY, REGIONAL TRANSPORT AUTHORITY,
MUVATTUPUZHA-686661.**
- 2. M/S. SHRIRAM TRANSPORT FINANCE COMPANY LIMITED,
MATHEW SONS SQUARE, HIGH SHCOOL JUNCTION, EDAPPALLY,
ERNAKULAM, KOCHI-24, REPRESENTED BY ITS MANAGER.**

R2 BY ADV. SRI.C.HARIKUMAR

R2 BY ADV. SMT.C.B.ANUROOPA

BY GOVERNMENT PLEADER SRI. R. RANJITH

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 23-01-2015,
THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

WP(C).NO. 844 OF 2015 (E)

APPENDIX

PETITIONER'S EXHIBITS

EXT.P1. : COPY OF REGISTRATION CERTIFICATE NO. KL-17-B-4777.
EXT.P2. : COPY OF THE NATIONAL PERMIT OF THE VEHICLE KL-17-B-4777 BEARING NO. NP GD C 17/2330/2009 DATED 1-1-2010.
EXT.P3. : COPY OF LETTER DATED 1-12-2014.
EXT.P4. : COPY REPLY DATED 9-12-14.
EXT.P5. : COPY OF REQUEST DATED 16-12-14.
EXT.P6. : COPY OF FORM 48 APPLICATION DATED 18-12-14.
EXT.P7. : COPY OF FORM 46 APPLICATION DATED 18-12-14.
EXT.P8. : COPY OF THE RECEIPT NO. 4340462 DATED 18-12-2014.

RESPONDENT(S)' EXHIBITS : NIL

//TRUE COPY//

P.A. TO JUDGE

DST

K. VINOD CHANDRAN, J

W.P(C) No. 844 of 2015

Dated this the 23rd day of January, 2015

J U D G M E N T

The petitioner is aggrieved with the non-consideration of an application for renewal of permit in a vehicle he had taken under a hire purchase agreement, but, however, had committed default. Admittedly, the petitioner had purchased the vehicle under a hire purchase agreement with the 2nd respondent. National permit issued to the vehicle having expired, the petitioner was before the authority, seeking renewal of the same.

2. The petitioner had also applied to the 2nd respondent for No Objection Certificate by Ext.P3. The same was declined by Ext.P4, by the 2nd respondent stating that there is default in the loan account, the period of which had already expired. An arbitration case is also said to be pending between the parties.

3. The petitioner contends that on the basis of an arbitration case, the 2nd respondent cannot deny a No Objection Certificate. It is also alternatively contended that

the submission of the NOC is not a mandatory condition as per the Motor Vehicles Act. Further it is argued that if the default is asserted, then, the respondent could as well take possession of the vehicle.

4. The petitioner's contention that the pendency of an arbitration case cannot lead to denial of NOC, cannot be countenanced. Section 51 provides for endorsement of the hire-purchase of a vehicle; for which finance has been disbursed. The aforesaid provision speaks of an endorsement of the hire purchase in the vehicle, only to ensure that the financier who has a charge on the vehicle, is prejudiced by any alienation or transfer effected. It is also stipulated that in the event inter alia of a renewal application, filed, the petitioner shall produce a No Objection Certificate of the financier or a declaration that despite making an application the financier has refused to respond to it as per sub section (6) and (7) of Section 51. In such circumstance the financier is given a specific right to object to the issuance of a permit when there is default in the loan account.

5. With respect to the question of whether there is a mandate, specifically sub-section (8) and (9) of Section 51

specifies that without production of NOC or the declaration as provided under sub-section (7), there cannot be a consideration of an application for renewal of permit. In the present case, the financier has specifically refused issuance of NOC for reason of default committed in the loan account.

6. Definitely there is a discretion cast on the authority to renew or refuse, as per sub Clause (1) of sub-section (a) of sub-section (9). In such circumstance, the authority definitely would have to consider the same keeping in mind the purpose for which Section 51 is introduced in the Act; where the financier is given protection to oppose the renewal of permit, in instances of default of the finance availed.

7. The petitioner and the 2nd respondent shall be present before the 1st respondent on 10.02.2015, upon which the 1st respondent shall hear the parties and dispose of Ext.P6 application, at any rate, within one month from the said date.

Writ petition is disposed of.

Sd/-
(K. VINOD CHANDRAN, JUDGE)

jma

//true copy//

P.A to Judge