

**O.A.No.555 of 2018
and A.Nos.4308 and 4309 of 2018**

R.SURESH KUMAR, J

The prayer sought for in O.A.No.555 of 2018 is to grant an order of ad interim injunction restraining the respondent alienating, selling, mortgaging or creating any charge over the TATA Hitachi Excavator, Model Ex 200LC Super Backhoe with GP Bucket and Dip Excavator bearing Registration No - Not applicable, Engine Model 6BT, 5.9C, Machine number S 200-22543, Sl.No.84325224 pending disposal of the Arbitration Proceedings.

2. Heard the learned counsel appearing for the respondent, who would submit that, after filing this application, the applicant had come forward to settle the matter, accordingly, the entire due payable by the respondent has been paid to the applicant and the account has been fully settled and closed.

3. The learned counsel appearing for the respondent would further submit that, by recording the same, this application can be disposed of, since the vehicle seized has been released back to the applicant. In this regard, the learned counsel for the respondent has produced the releasing order, dated 02.04.2019, which reads thus :

"Dear Sir,

Sub : Request to release the Repo Vehicles -

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TNCHTN00127 - 2016-ExX200

With request to the above subject we wish to bring to your kind notice that kindly release the below said vehicle to the customer

Name: S.BABU

Cont No: TNCHTN00127-2016-Ex200

Note:Kindly collect parking charges from the customer

Thanking you,

Yours faithfully

For HINDUJA LEYLAND FINANCE LTD

Authorised Signatory"

4. Recording the said submission made by the learned counsel for the respondent, as the issue has been settled and the vehicle in question has been released and handed over to the applicant, no further order is required to be passed in the application. Accordingly, the O.A.No.555 of 2018 is closed.

In view of the aforesaid order, no further order is required to be passed in A.Nos.4308 and 4309 of 2019, accordingly, both these applications are also closed.

03-04-2019

tsvn

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At the instance of the learned counsel for the applicant, this matter has again been listed today.

2. Though a detailed order has been passed on 03.04.2019, recording the compromise between the parties and also taken in to account the releasing order dated 02.04.2019 issued by the respondent to release the vehicle, till date the vehicle has not been released.

3. The learned counsel for the respondent submits that, though a releasing order was given as early as on 02.04.2019, on production of the same, since the vehicle has been parked by the respondent in a parking slot, they claimed that they would release the vehicle after making payment of the parking charges.

4. The learned counsel for the applicant submits that, the payment of parking charges has not been included in the agreement reached between the parties and therefore, they cannot insist upon any payment of parking charges as the vehicle was parked in that

place only by the respondent.

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5. I find force in the said contention made by the applicant. Once the matter is settled between the parties and the due has been entirely settled by the borrower to the finance company and the releasing order of the vehicle also has been issued, which means that, without any encumbrance, the vehicle can be released to the borrower and there cannot be any further hidden charges in whatever name like parking charges etc. Hence the respondent is hereby directed to release the vehicle and handover physically to the applicant forthwith without claiming any other charges in whatever name.

30.04.2019

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