



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 06.03.2020

CORAM:

THE HONOURABLE **DR. JUSTICE G. JAYACHANDRAN**

WEB COPY

W.P. (MD) .No.5263 of 2016

Perumal

... Petitioner

Vs.

1.The Inspector of Police,
Eruvadi Police Station,
Tirunelveli District.

2.The Manager,
Equitas Finance Pvt. Ltd,
4th Floor, Temple Tower,
672, Anna Salai,
Nandanam,
Chennai-35.

3.Muthukumar

4.Sendoor Pandi

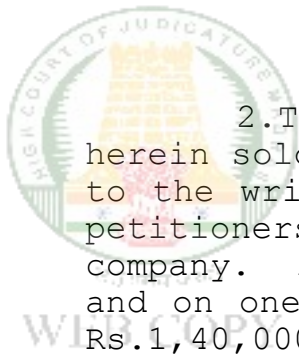
... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, directing the first respondent police to complete the process of enquiry in C.S.R.No.27 of 2016 dated 13.02.2016 by securing petitioner's Mahindra Lorry Bearing Registration No.TN 72 Q 0709 and hand over to petitioner on the reasonable payment of the petitioner to the second and third respondents within stipulated time.

For Petitioner	: Mr.T.A.Ebenezer
For R-1	: Mr.S.Chandra Sekar
	Additional Public Prosecutors
For R-3	: Mr.R.Ponkarthikeyan
For R-4	: No appearance

O R D E R

This petition has been filed seeking mandamus to direct the first respondent police to enquire into the petition given by the writ petitioner herein on 13.02.2016 alleging that the second respondent has seized the Mahindra Lorry Bearing Registration No.TN 72 Q 0709 without proper authority and without make due credit to the payments made by the petitioner.



2.The affidavit averments reveals that the fourth respondent herein sold his Mahindra lorry bearing Registration No.TN 72 Q 0709 to the writ petitioner, had a specific understanding that the writ petitioners will pay the due to the second respondent finance company. Accordingly, the petitioner was regularly paying the due and on one stage the finance company agreed to receive lump sum of Rs.1,40,000/- towards full and final settlement, but the petitioner has paid Rs.50,000/- and agreed to pay the balance of Rs.90,000 within a month. While so, the respondents 2 and 3 have seized lorry on 13.02.2016, despite agree for one time settling and receiving part payment after the seizure of this vehicle. When the petitioner expresses his ready and willingness to pay the balance amount of Rs.90,000/- and get back the lorry, the third respondent refused to receive the money and release the lorry. Contrarily, they started demanding more than Rs.1,00,000/- and ultimately even sold the vehicle in a public auction.

3.The entire narration of the fact in the affidavit clearly indicates that the dispute is civil in nature and in the hypothecation agreement between the petitioner and the finance company. Under the agreement, the finance company is empowered to seize the vehicle in case of default. The matter is not for the police investigation and enquiry. Hence, this court cannot issue the writ as prayed.

4.Accordingly, this writ petition stands dismissed. No costs.

Sd/-

Assistant Registrar ()

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/ /2020

Sub Assistant Registrar(CS)

vsg

To

1.The Inspector of Police,
Eruvadi Police Station,
Tirunelveli District.

2.The Additional Public Prosecutor,
Madurai Bench of Madras High Court,
Madurai.

+1 CC to Mr.R.PON KARTHIKEYAN, Advocate (SR-10524[F] dated
09/03/2020)

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VB(08.05.2020) 2P 4C

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