

OD-9

AP/296/2021
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE
(Via Video Conference)

DABLU SEKH
VERSUS
CHOLAMONDALAM INVESTMENT AND FINANCE CO. LTD.

BEFORE:

The Hon'ble JUSTICE RAVI KRISHAN KAPUR

Date: 16th December, 2021.

Appearance:

Mr.Prabhat Srivastava, Adv.

Mr.Priyankar Saha, Adv.

Mr.Lalratan Mondal, Adv.

Ms.Maitraye Banerjee, Adv.

The Court:- This is an application for release of a vehicle being No.WB-57D-7718 which is a subject matter of the agreement by and between the parties. The subject vehicle is presently in the custody of the respondent. It appears that due to defaults committed by the petitioner in respect of the subject agreement for hire purchase, the petitioner had taken possession of the aforesaid vehicle and seized the same sometime in June, 2021.

It is submitted by the respondent that the vehicle is lying in possession of the respondent finances company.

It is submitted by the petitioner that there is only an outstanding amount of Rs.1,58,615.56 payable by the petitioner to the respondent in respect of overdue installments.

It is further submitted by the petitioner that the petitioner is ready and willing to pay the subject amount and take possession of the aforesaid vehicle lying in the custody of the respondent company.

The respondent is represented and submits that an aggregate amount of approximately Rs.2.57 lakhs has become due and payable.

I am of the view that since a sum of only Rs.1.58 lakhs approximately is due and payable by the petitioner to the respondent, the petitioner should pay a sum of Rs.1.75 lakh to the respondent and take possession of the subject vehicle. If the aforesaid amount is paid within a period of two weeks from date, the respondent will be handed over the aforesaid vehicle to the petitioner along with all papers and documents in respect of the vehicle (if any), documents are lying with the respondent.

The petitioner is also directed to continue to pay all future installments within the stipulated time period in terms of the Agreement. The respondent will be obliged to return the vehicle to the petitioner within a period of one week from the date of the receipt of a sum of Rs.1.75 lakhs.

With the aforesaid directions, AP No.296 of 2021 stands disposed of.

(RAVI KRISHAN KAPUR, J.)

D.Ghosh