

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1933 of 2020

Arjun Sao @ Arjun Saw Son of Daso Sao @ Daso Saw, resident of village-
Barosar, P.O. Arandi, P.S. Maskaur, District- Nawada.

... .. Petitioner/s

Versus

1. Tata Motors Finance Limited 10th Floor, 106 A and B, Makers Chambers III Nariman Points Mumbai 400021 through Mr. Mitunjay Chodhary, State Legal Manager Tata Motors Finance Limited, State (Bihar) office at 601, Kashi Palace 6th Floor Dak Bunglow Road Patna 800001.
2. Tata Motors Finance Limited, Branch Office at 601-601 6th Floor Kashi Place, Near- Dak Bunglow Chowk Patna- 800001.
3. Tata Motors Limited, Bombay House 24, Hemi Mody Road, Mumbai-400001.
4. M/S Ramanandi Auto Mobiles Pvt. Ltd. Head Office, Bansi Sadan Choura, Gaya, District- Gaya.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Chandra Sen Prasad Singh, Advocate
For the Respondent/s	:	Mr.Dayanand Singh, Advocate
		Mr. Nagdeo Choubey, Advocate
		Mr. Dhananjay Kumar, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE S. KUMAR
ORAL JUDGMENT
(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 20-09-2022

Petitioner has prayed for the following relief(s):

- (i) For issuance of an appropriate Writ, order or direction commanding the respondents No. 1 and 2 who is a Company incorporated under the provisions of Indian companies Act 1956 to bear all liabilities as Tata Motor Finance Ltd. has breached and violated



the Contract between petitioner and Respondents.

(ii) For issuance of direction, Writ or order commanding the Respondents to act as per Contract not as per its Will because vehicle Tata Motors Model LP 1510 was financed by Tata Motor Finance Ltd. under hire purchase agreement.

(iii) For issuance of direction, Writ or order commanding the Tata Motors Finance Ltd. to bear all taxes of vehicle as vehicle was hypothecated in the name of Tata Motors Finance Ltd.

(iv) For issuance of direction, Writ or order commanding the respondent Tata Motors Finance Ltd. due to its laches and fraud intention with ill motive vehicle remained at Suraj Body Builder for eight months for preparing Body at the instance of Tata Motors Finance Ltd. who is here called Financer due to its conduct installments for eight months was not paid which is clear cut violation of Contract as vehicle was not handed over in proper body condition to petitioner.

(v) For a direction to the respondents to pay claim of Rs. 30,80,000/- with expenditure for litigating the cost of case as vehicle was throughout Hypothecated or pleased as per Contract in the name of Respondent No. 1 and 2.



(vi) For a direction to Respondent No. 1 to pay all Taxes dues to the authority concerned as vehicle is pledged in its name.

(vii) For a direction to Respondents not to realise any installment as vehicle was not playing on road due to deficiency in Body of Vehicle.”

After the matter was heard for some time, finding the Court not in favour of the submissions made by the learned counsel for the petitioner, learned counsel for the petitioner, under instructions, states that the petitioner shall be content if the petitioner is permitted to withdraw the present petition, with liberty to initiate appropriate proceedings before the appropriate forum and to take recourse to such other alternate remedies which are equally efficacious in law.

Prayer allowed.

The petition is disposed of as withdrawn with the liberty aforesaid.

Liberty reserved to the petitioner to take recourse to such other remedies as are otherwise available in accordance with law.

It stands clarified that all issues of fact and law are left open to be agitated by the competent authority.



Interlocutory application(s), if any, shall also stand disposed of.

(Sanjay Karol, CJ)

(S. Kumar, J)

K.C.Jha/-DKS

AFR/NAFR	
CAV DATE	
Uploading Date	23.09.2022
Transmission Date	

