

08 10.05.2022

FMA 1355 of 2021

Ct-08

**Khayrul Hossain Purkit
Vs.
HDB Financial Service Limited**

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Mr. Pratip Mukherjee
Mr. Sayak Ranjan Ganguly
Ms. Srijani Ghosh
... For the Respondent

The appellant is not represented even in the second call, nor any accommodation is prayed for on behalf of the appellant.

The appeal is arising out of the Order No. 2 dated 2nd December, 2021 in connection with an application for ad interim order filed in a suit for declaration and injunction arising out of hire purchaser agreement.

The plaintiff was adequately protected by the Order dated 2nd December, 2021, after taking into consideration the COVID pandemic situation by the Trial Court and the Trial Court restrained the financial company from taking possession of the vehicle without due process of law till 23rd December, 2021, subject to payment of admitted monthly E.M.I of Rs.47960/- per month.

We feel that learned Trial Judge sufficiently protected the plaintiff and there cannot be unfettered right of hirer to enjoy the vehicle without complying hire purchase agreement.

Learned counsel appearing for the respondent submits that the Order dated 2nd December, 2021 has not been complied with and the plaintiff is still in possession of the vehicle.

Under such circumstances, we do not find any reason to interfere with the order passed by the learned Trial Judge. Moreover, the ad-

interim order protected the plaintiff till 2nd December, 2021 and the subsequent order has not been challenged before us.

FMA 1355 of 2021 is accordingly dismissed.

(Sugato Majumdar,J.)

(Soumen Sen, J.)