

**Suraj Mondal  
Vs.  
Tata Motors Finance Ltd.**

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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 2<sup>nd</sup> December, 2021 in connection with an application for ad interim order filed in a suit for declaration and injunction arising out of hire purchase agreement.

The plaintiff was adequately protected by the Order dated 2<sup>nd</sup> 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 23<sup>rd</sup> December, 2021, subject to payment of admitted monthly E.M.I of Rs.40,000/- per month.

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

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 23<sup>rd</sup> December, 2021 and the subsequent order has not been challenged before us.

FMA 170 of 2022 is accordingly dismissed.

**(Sugato Majumdar,J.)**

**(Soumen Sen, J.)**

