

**FMAT 82 of 2023**  
**with**  
**IA No. CAN 1 of 2023**  
**with**  
**IA No. CAN 2 of 2023**

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(Tata Motors Finance Ltd. Vs. Kanika Sarkar)

**Mr. Sayak Ranjan Ganguly**  
**Ms. Srijani Ghosh**  
**..... For the Appellant**

**Mr. Shyamal Chakraborty**  
**..... For the Respondent**

Affidavit-of-service filed by the appellant is taken on record.

This application has been taken out praying for condonation of delay in preferring the appeal.

Upon hearing the learned advocates appearing for the respective parties and upon considering the materials on record placed before us, we are satisfied with the explanation given towards the delay in preferring the appeal.

Accordingly, the delay is condoned and the application being IA No. CAN 1 of 2023 is disposed of.

The appellant has assailed the order no. 2 dated 18<sup>th</sup> January, 2023 passed by the learned Judge, Bench- XIII, City Civil Court, Calcutta in Title Suit No. 121 of 2023 whereby the learned Court below by passing an *ad-interim* order of injunction restrained the appellant and its men from seizing and/or interfering with the peaceful running and possession of the vehicle in question

bearing registration no. WB-41J9082, without due process of law, till the next date fixed, subject to the condition that the plaintiff will go on depositing Rs.13,000/- in the loan account of the plaintiff till the liquidation of the loan failing which the ad interim order of injunction shall automatically stand vacated.

Mr. Ganguly, learned advocate appearing for the appellant submits that the respondent availed of a credit facility extended to him by the appellant to enable her of purchase the vehicle by executing a hire-purchase agreement. He arduously contends that the respondent has failed to pay the instalments as agreed upon and suppressing this material fact, the respondent instituted the suit before the learned Court below taking a plea that she was forced to put her signatures on some blank documents and the appellant has perpetrated fraud upon her. He submits that even the order impugned herein, which is a conditional order one, has not being complied with by the respondent and no payment is being made by her in terms of that order. He submits that since the hire-purchase agreement contains one arbitration clause, the appellant has made an application under Section 5 & 8 of the Arbitration and Conciliation Act, 1996 seeking reference of the disputes cropped up between the parties to arbitration but the said application has not been heard and disposed of. He submits that direction may be given upon the learned Court below to dispose of the application taken out by the appellant.

Mr. Chakraborty, learned advocate appearing for the respondent denies and disputes the contentions canvassed by Mr. Ganguly. However, he accepts the proposal given by Mr. Ganguly to the effect that the learned Court below may be directed to dispose of the applications taken out by the appellant.

Having heard such submissions of the respective parties and taking note of subsequent events, we direct the learned Court below to dispose of the applications taken out by the appellant as expeditiously as possible without granting any unnecessary adjournment to either of the parties.

The *ad-interim* order of injunction impugned in the present appeal is not interfered with.

Accordingly, the appeal and the application are disposed of.

**(Partha Sarathi Chatterjee, J.) (Tapabrata Chakraborty, J.)**