



**W.P(MD)No.16128 of 2014**

**BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT**

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**DATED : 13.07.2023**

**CORAM**

**THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN**

**W.P(MD)No.16128 of 2014**

**M.Vijaya Kumar**

**... Petitioner**

**Vs.**

**1.The Chief General Manager,  
Reserve Bank of India,  
Chennai.**

**2.The Regional Transport Officer,  
Regional Transport Office,  
Marthandam,  
Kanyakumari District.**

**3.TVS Credit Services Limited,  
Jeyalakshmi Estates,  
No.29, Haddoss Road,  
Chennai-600 006.**

**4.R.Suresh**

**5.The Proprietor,  
Kabis TVS,  
Arasamoodu Junction,  
Kulasekharam,  
Kanyakumari District.**

**... Respondents**



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**Prayer :** Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, to direct the respondents 3 to 5 to restore possession of the petitioner's vehicle namely TVS Scooty Pep Plus bearing Registration No.TN 75 M 9381, which was illegally seized by the agents of them including all the original records pertaining to the vehicle to him.

For Petitioner : Mr.B.Brijesh Kishore

For Respondents : Mr.D.Gandhiraj  
Special Government Pleader for R2

: Mr.A.Karthik for R3

: No appearance for R1, R4 & R5

### **ORDER**

Heard the learned counsel on either side.

2. The petitioner availed vehicle loan from the third respondent in July 2013. The petitioner purchased two wheeler TVS scooty. He was to clear the loan in 30 installments. EMI was Rs.1,895/-. The petitioner had paid 10 installments. He committed default in paying the 11<sup>th</sup> installment. Thereafter, in May 2014, the vehicle was seized. It was sold in August 2014. Seeking restoration of the vehicle, the present writ petition came to be filed.



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3. The learned counsel appearing for the petitioner reiterated all the contentions set out in the affidavit filed in support of the writ petition and called upon this Court to grant relief as prayed for.

4. I am not persuaded by the submission of the learned counsel appearing for the petitioner. This is for more than one reason. Firstly, as per the terms of the contract, the petitioner ought to pay 30 monthly installments without default. The petitioner had no doubt cleared 10 installments. But he did not pay 11<sup>th</sup> installment. The petitioner was informed about the seizure of the vehicle. The petitioner was also sent notice in June 2014. The vehicle came to be sold only on 22.08.2014. The petitioner had an opportunity to liquidate his liability in the meanwhile. He did not do so. Only after the vehicle was sold, the present writ petition was filed in September 2022. Therefore, the conduct of the petitioner disentitles him to seek relief. That apart, in matters such as this, involving private financiers, the writ court will not be justified in exercising its jurisdiction. The matters falls within the realm of contract. The petitioner has to avail remedy in the terms of the



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agreement. Since the vehicle had already been sold, the only remedy open to the petitioner is to claim damages. Granting liberty to the petitioner to work out his rights in the manner known to law, the writ petition is disposed of. No costs.

**13.07.2023**

NCC : Yes/No  
Index : Yes / No  
Internet : Yes/ No  
rmi

To

The Regional Transport Officer,  
Regional Transport Office,  
Marthandam,  
Kanyakumari District.



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**G.R.SWAMINATHAN, J.**

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