



W.P(MD)No.6397 of 2015

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 19.07.2023

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.6397 of 2015

and

M.P.(MD)No.1 of 2015

Manickam

... Petitioner

Vs.

**1.The Regional Director,
Reserve Bank of India,
Chennai Regional Office,
No.4, Glacis Fort,
Rajaji Road,
Chennai-1.**

**2.The Superintendent of Police,
Madurai District,
Madurai.**

**3.The Manager,
SREI Equipment Finance Ltd.,
No.28-B, Ponmeni Naraynan Street,
S.S.Colony, Madurai-625 010.**

... Respondents

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 1 & 2 to take necessary action against the third respondent consequently direct the 3rd



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respondent to hand over the petitioner's Eicher 485 Tractor bearing Registration No.TN58 AH 2445 to the petitioner.

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For Petitioner : Mr.T.Vadivelan
For Respondents : Mr.D.Gandhiraj
Special Government Pleader for R2
: Mr.AR.Jeyaruthran for R3
: no appearance for R1

ORDER

Heard the learned counsel on either side.

2. The petitioner had availed vehicle loan from the third respondent. The petitioner is said to have committed default. The third respondent repossessed the vehicle. Contending that the third respondent has acted illegally, this petition has been filed for directing the respondents 1 & 2 to take action against the third respondent.

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. The issue is between the petitioner and the private entity. According to the third respondent, they have the



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right of repossession under the terms and agreement of the contract.

If according to the petitioner, the third respondent has breached the contractual condition, the remedy open to the petitioner is to move the jurisdictional civil Court. If the agreement contains any arbitration clause, such remedy also could have been invoked. The petitioner cannot file writ petition to resolve his contractual dispute with a private entity.

5. Granting liberty to the petitioner to avail common law of remedy / arbitrarl remedy, the writ petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

19.07.2023

NCC : Yes/No
Index : Yes / No
Internet : Yes/ No
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To

The Superintendent of Police,
Madurai District,
Madurai.



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G.R.SWAMINATHAN, J.

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