



W.P.(MD) No.22930 of 2023

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 04.06.2024

CORAM:

THE HONOURABLE MR.JUSTICE C.SARAVANAN

**W.P.(MD) No.22930 of 2023
and
W.M.P.(MD)No.19144 of 2023**

S.Karthik

... Petitioner

Vs.

**1.The Regional Transport Officer,
Regional Transport Office,
Theni District.**

**2.The Authorized Manager,
M/s.Cholamandalam Investment and
Finance Company Limited,
No.2N3G Bose Road,
Parrys, Chennai.**

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, forbearing the respondent-1 from not to make any name transfer in the petitioner's vehicle bearing Reg. TN-19-J-5541, based on the representation of the petitioner dated 16.08.2023.



W.P.(MD) No.22930 of 2023

WEB COPY

For petitioner : Mr.M.Prabu

For respondent-1 : Mr.G.Suriya Ananth
Additional Government Pleader for R1

ORDER

This Writ Petition is filed for the relief of forbearing the first respondent from to not to make any name transfer of the petitioner's vehicle bearing Reg. TN-19-J-5541, based on the representation of the petitioner dated 16.08.2023.

2. Heard the learned counsel for the petitioner and the learned Additional Government Pleader for the first respondent.

3. There is no representation on behalf of the second respondent, although the second respondent has appeared before this Court on an earlier occasion and was represented by one Mr.B.Janarth Kumar, who had also filed a typed set of documents enclosing the counter of the second respondent together with few other documents.

4. The petitioner appears to have purchased the vehicle under a loan



W.P.(MD) No.22930 of 2023

advanced by the second respondent under a loan agreement dated 24.05.2019. It appears that the petitioner committed default and therefore, the second respondent has proceeded to re-posses the vehicle and sell the vehicle to a third party. Under these circumstances, the petitioner is before this Court.

5. It is noticed that under the loan agreement dated 24.05.2019, the dispute between the petitioner and the second respondent is arbitrable in terms of clause 29. The jurisdictional clause also states that only Courts in Chennai has the jurisdiction for the dispute arising under the contract.

6. *Prima facie*, it appears that by passing the safety measures prescribed under the aforesaid loan agreement dated 24.05.2019, the second respondent has proceeded with the sale of the vehicle to a third party. Such a sale would be contrary to the aforesaid sale agreement dated 24.05.2019.

7. Therefore, this Writ Petition is disposed of by directing the official respondent/first respondent to register the vehicle to third party only if any order has been passed by a Court of competent jurisdiction or by an arbitrator or an



W.P.(MD) No.22930 of 2023

award has been passed by the arbitrator under the loan agreement dated 24.05.2019 authorising the second respondent to take re-possession of the seized vehicle or in alternative, if any orders have been passed under Section 9 or 17 of the Arbitration and Conciliation Act, 1996. In case the subject vehicle has already been re-registered, the petitioner is given liberty to proceed against the second respondent in accordance with law.

This Writ Petition is disposed of, with above directions. No costs.
Consequently, connected miscellaneous petition is closed.

Index : Yes / No
Internet : Yes / No
apd

04.06.2024

To

The Regional Transport Officer,
Regional Transport Office,
Theni District.



WEB COPY



W.P.(MD) No.22930 of 2023

C.SARAVANAN, J.

apd

**W.P.(MD) No.22930 of 2023
and
W.M.P.(MD)No.19144 of 2023**

04.06.2024