

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.10281 of 2018

=====

Pramod Kumar @ Pramod Kunwar S/o Sri Yogendra Kumar @ Sri Yogendra Kunwar, R/o B-146, Indira P.Colony, Patna, Bihar-800014. permanent Address- Village P.O. Sirauna, P.S. Sirauna, Block- Chiraiya, District- East Champaran, State of Bihar

... .. Petitioner/s

Versus

1. The State Of Bihar through the Principal Secretary, Finance Department, Government of Bihar, Patna.
2. The State of West Bungal, through the Principal Secretary Govt. of West Bungal.
3. The District Magistrate, East Champaran.
4. The Managing Director, M.S. Paragon Finance Limited, 4/1, Middleton Street Kolkata 700071.
5. The District Transport Officer, East Champaran

... .. Respondent/s

=====

Appearance :

For the Petitioner/s : Mr.Shambhu Sharan Singh
For the Respondent/s : Mr.Ajay Kr.Rastogi-Aag10

=====

CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY
ORAL JUDGMENT

Date : 02-07-2025

1. The Writ petition is filed seeking the following reliefs:-

“(i) For initiation of a proceeding of Arbitration in between the petitioner and the private Respondent No. 4 in supervision of the other respondent no. 1, 2, 3 and 5,



so that the differences of the amount of the damage, loss and payments on behalf of petitioner and claim of Loan amount (Principal amount) alongwith the interest charges upon him.

(ii) For a direction to the respondents for smoothly running the said vehicle in question of the petitioner.”

2. The brief facts culled out of the Writ petition is that the petitioner had purchased a vehicle bearing Registration No. NL08A-5214, under Heavy Goods class of vehicle with description of vehicle i.e. TATALPT3118, Truck (Full Body), bearing Chassis No. MAT466375A3P24639, Engine No. B591803101M6295037. At the time of purchase of the vehicle the principal amount of the purchase was contracted at Rs. 11,00,000/- between the petitioner and the Respondent No. 4 with the help of



the mediator known as Chauhan Jee, office bearer of the 4th respondent. As per the contract initially the petitioner paid Rs. 2,00,000/- in cash to the 4th respondent, and the balance amount was Rs. 9,00,000/-. But the details of the payment shown by the collection agents of the company was Rs. 9,57,000.00/-, which denotes that the petitioner has paid more than the due amount i.e. of Rs. 57,000/-. The company of the vehicle transferer issued a legal notice dated 09.04.2018 through their lawyer for which the petitioner gave a reply to the legal notice through registered post.

3. The respondent has filed a detailed counter affidavit contending that the Writ petition itself is not maintainable.

4. The brief contents of the counter affidavit disclose that the truck purchased by the petitioner was financed by PARGON Finance Limited, 4/1,



Middleton Street, Kolkata and the same was registered in State of Nagaland bearing number NL08A-5214 on 10.01.2011. The purchase amount was Rs. 11,00,000/- out of which some amount was paid by the petitioner while the remaining amount was agreed to be paid in installments. The private finance company was chosen by the petitioner at his discretion. The said finance company issued a notice u/s 138 of Negotiable Instrument Act to the petitioner, dated 14.03.2018 contending that the cheque no. 000010 for Rs. 7,24,000/- was dishonored on 20.02.2018 which was duly served on the petitioner.

5. The petitioner gave a reply to the finance company on 09.04.2018 denying all the allegations and the reply notice also disclose that the disputes could be resolved through bilateral talks under the provisions of Arbitration Act.



6. The Learned counsel for the respondent further contended that the Writ petition itself is not maintainable, as the vehicle was registered in the State of Nagaland and the private company is based in West Bengal. The Writ petition filed based on legal notice cannot be entertained by this Court.

7. Heard the Learned counsel for the petitioner as well as the Learned counsel for the respondents.

8. On perusal of the entire record and considering the submissions made by both the parties, it can be construed that the Writ petition is filed being aggrieved by the legal notice under Section 138 of Negotiable Instrument Act. The petitioner can challenge it before criminal court if any proceedings are initiated u/s 138 of Negotiable Instrument Act. Furthermore, this Court lacks territorial jurisdiction to entertain the case, as the



registration of the vehicle is of State of Nagaland and the agreement which was entered into between the petitioner and the finance company was executed in the State of West Bengal. If the petitioner seeks appointment of Arbitrator the proper recourse is to file a Request Case under the Arbitration and Conciliation Act.

9. Furthermore, it is purely a civil dispute between the 4th respondent and the petitioner and this court is of the considered view that the Writ petition is not maintainable.

10. In view of the above discussion, the Writ petition is dismissed as it is devoid of merits.

(G. Anupama Chakravarthy, J)

amitkr/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	14.07.2025.
Transmission Date	N/A

