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WPA 1339 of 2022

Manik Mondal
Vs.
Union of India Ors.

Mr. Kaushik Chatterjee
Mr. Tirthankar Dey
..... for the respondent nos. 6 & 7

None appears on behalf of the petitioner.

Mr. Dey, learned Advocate appearing for respondents no. 6 and 7, submits that the victim had availed of a loan and executed a hire purchase agreement for the purchase of a vehicle. However, the petitioner failed to repay the loan as per the repayment schedule. He further submits that the hire purchase agreement contains an arbitration clause and, therefore, the present writ petition is not maintainable.

The copy of the hire purchase agreement, as produced by Mr. Dey, is taken on record.

Having considered the submissions made on behalf of respondents no. 6 and 7, and in view of the hire purchase agreement containing an arbitration clause, I am of the opinion that the writ petition cannot be entertained.

In view thereof, the writ petition is dismissed.

It is clarified that this order shall not prevent the petitioner from approaching the appropriate forum to seek redressal of his grievances.

There shall, however, be no order as to costs.

(Partha Sarathi Chatterjee, J.)