

**IN THE HIGH COURT AT CALCUTTA  
CONSTITUTIONAL WRIT JURISDICTION  
APPELLATE SIDE**

Present:

**The Hon'ble Justice Rai Chattopadhyay**

**WPA 16318 of 2025**

**Sri Sristidhar Ghosh  
Vs.  
The State of West Bengal & Ors.**

**For the Petitioner** : Mr. Sanat Kumar Roy

**For the State** : Mr. Amal Kumar Sen  
: Ms. Ashima Das (Sil)

**Heard on** : 30/04/2025

**Judgment on** : 30/04/2025

**Rai Chattopadhyay, J. :-**

1. The petitioner has received an offer letter dated August 24, 2023, which has been extended up to February 24 2024. On or before the extended date, the petitioner was obliged to produce his vehicle before the Authority, as a condition precedent, for issuance of permit to him, which has not been admittedly done by the petitioner. The petitioner has explained as to why, and for what unavoidable reasons, the

vehicle could not have been placed before expiry of the validity of the offer letter on February 24, 2024, in this writ petition. Before that, however, the respondent authority upon considering the offer letter of the petitioner as above to have expired without the petitioner allegedly having complied with the conditions there in by producing his vehicle, has expressed its inability to issue permit to the writ petitioner in terms of the resolution of the Board dated December 3, 2022. Hence, being aggrieved, the petitioner has filed the instant writ petition.

2. The vehicle was purchased by the petitioner, by dint of an agreement for sale executed on February 12, 2024. According to the petitioner, immediately on the very next date, it has submitted requisite documents before the appropriate Authority, for registering the vehicle in his name, in place and stead of the erstwhile owner thereof. Allegedly that since the appropriate Authority, has failed to register the vehicle within time, the petitioner has not been able to produce the same, in terms of the offer letter as above, though the petitioner has become the *owner* of the

vehicle, in terms of the stipulations mandated in the law, well within the validity period of the said offer letter. Mr.Roy, learned advocate for the writ petitioner has submitted that the registering Authority, Contai, Purba Medinipur, has enquired before the bank, which hypothecated the vehicle and received a reply, vide the bank's letter dated February 27, 2024 only. It is Stated that only after receipt of the said letter from the bank, the registering Authority has registered the said vehicle in the name of the writ petitioner and has recorded his name against the said vehicle, on April 24, 2024. On April 26, 2024, the petitioner files his application before the respondent/Secretary, RTA, Purba Bardwan, requesting him for issuance of permit, in terms of the offer letter and on production of his vehicle as above, but in vain.

3. Upon hearing submissions of the respective parties, the Court finds that the moot point on which the parties have contested in the instant case is whether on or before the last date of validity of the offer letter of the petitioner, he has become the *owner* of the vehicle in accordance with law.

In other words, whether the vehicle should be considered to be owned by the petitioner in accordance with law, on the date of his purchasing the same or on the date on which the competent Authority has registered the vehicle in the name of the purchaser/petitioner.

4. Mr. Sen for the State, respondent has placed strong reliance on the documents/data derived from the VAHAN portal, which is the portal for the registered vehicles in the State. He submits that according to the said data as derived from the Portal, the previous owner of the vehicle has owned the same up to April 24, 2024. Therefore, the ownership of the present petitioner who is the subsequent owner of the said vehicle, is required to be considered from a date subsequent to the last date of ownership of the previous vehicle owner, which is April 24, 2024. Considering the said revelation on the basis of the data available in the portal, Mr. Sen has Stated that the petitioner cannot be considered to be the lawful and registered owner of the vehicle during the validity period of the offer letter issued to him and he cannot be considered as an eligible person to place the said vehicle as against the valid offer letter granted to him.

According to the respondent, the petitioner cannot be considered as an owner of the vehicle as above, in terms of section 2(30), of the Motor Vehicles Act, 1988.

5. On the other hand Mr. Roy says ownership of the vehicle by the petitioner actually commences from the date of execution of the sale deed, that is February 12, 2024 by dint of which he has purchased the said vehicle. He says that provisions under the Sale of Goods Act, 1930, govern as to who should be considered as the *owner* of a vehicle. In this regard, he has referred to a judgment of Kerala High Court in Mathew Thankachan vs V. G.Monoharan & Others [AIR 1998 Kerala 128], that the Court has held it to be a settled position that sale of motor vehicle is covered by the Sale of Goods Act, 1930 and is complete when the consideration is paid and the vehicle is delivered, irrespective of the fact that the sale has been registered with the registering authority or not. Also, that the registration of the vehicle in the name of the transferee is not essential to complete the transfer. The other judgment of Full Bench of the Andhra Pradesh High Court, referred to by Mr. Roy is in Madineni Kondaiah

& Others vs Yaseen Fatima & Others [AIR 1986 Andhra Pradesh 62], where the Court has found upon reading of the provisions under sections 22 and 31 of the Motor Vehicles Act 1939, that the transfer cannot be held to be an incomplete one till the registration is affected in favour of the purchaser. There, the Court has held further that the transfer of vehicle is governed by the provisions of Sale of Goods Act, 1930. That, in absence of any agreement to the contrary, payment of price, and delivery of vehicle make the sale complete and the title passes to the purchaser. The other judgement of Bombay High Court has been relied on by the petitioner in the case of Parakkate Shankaran Keshavan vs T.A.Sukumaran [AIR 1997 Bomb 381], in which the Court finds that the question of title to a motor vehicle cannot be decided on the basis of the provisions of Motor Vehicles Act, 1988. That, the Motor Vehicles Act no doubt provides about the transfer of registration certificate etc, but a title to a movable property like a car has to be decided under the provisions of the Sale of Goods Act and not under the Motor Vehicles Act, 1988.

6. The petitioner has further relied on a decision of the Supreme Court in HDFC Bank Limited vs Reshma and Others [(2015) 3 SCC 679], wherein the Hon'ble Court has dealt with the definition of "owner" as occurs under section 2(30) of the Motor Vehicles Act, 1988, in the following manner:

*"To appreciate the said submission, it is appropriate to refer to Section 2(3) of the Act which reads as follows:*

*"2. (30) 'owner' means a person in whose name a motor vehicle stands registered, and where such person is a minor, the guardian of such minor, and in relation to a motor vehicle which is the subject of a hire-purchase, agreement, or an agreement of lease or an agreement of hypothecation, the person in possession of the vehicle under that agreement."*

*On a plain reading of the aforesaid definition, it is demonstrable that a person in whose name a motor vehicle stands registered is the owner of the vehicle and, where motor vehicle is the subject of hire-purchase agreement or an agreement of hypothecation, the person in possession of the vehicle under that agreement is the owner. It also stipulates that in case of a minor, the guardian of such a minor shall be treated as the owner. Thus, the intention of the legislature in case of a minor is mandated to treat the guardian of such a minor as the "owner". This is the first exception to the definition of the term "owner". The second exception that has been carved out is that in relation to a motor vehicle, which is the subject of hire-purchase agreement or an agreement or lease or an agreement of hypothecation, the person in possession of vehicle under that agreement is the owner. Be it noted, the legislature has deliberately carved out these exceptions from registered owners thereby making the guardian of a minor liable, and the person in possession of the vehicle under the agreements mentioned in the dictionary clause to be the owners for the purposes of this Act."*

7. It is the contention of Mr. Sen, that excepting the decision of the Supreme Court in the case of HDFC Bank Limited (supra), the other judgments referred to by the writ petitioner are either not dealing with the provisions of the Motor Vehicles Act, 1988, or are not binding on this Court.

8. Mr. Sen for the State respondent has submitted that during the validity period of the offer letter granted to him, the petitioner has not been able to produce the vehicle and thereby did not avail the benefit granted under the offer letter by complying with its terms. In such circumstances, the petitioner cannot be benefited again by allowing him to place the vehicle beyond the validity period of the offer letter. In this regard he has referred to a Division Bench decision of this Court in State of West Bengal & Others vs Purnima Tikader [(2008) 2 CHN 188], where in the Court has held that as per rule 141 of the West Bengal Motor Vehicles Rules, 1989, the time limit for placing the vehicle in terms of the offer letter could be extended following the contingency thereof. That admittedly, in the said case, the petitioner did not avail such. Accordingly, the Court has found that the offer letter of the petitioner has become absolutely dead and cannot be retrieved after an inordinate period of delay. He says that the validity period of the offer letter as per rule 141 of the said Rules should be normally for one month, extendable up to 6 months and not beyond.

He says that the six months period from the date of issuance of offer letter to the petitioner ends on February 24, 2024. He says further that beyond the said period, the petitioner cannot be permitted to place his vehicle for issuance of permit in terms of the said offer letter. In this regard, he relies on the other Division Bench judgement of this Court in State of West Bengal & Others vs Bidyut Kundu [2008 (3) CHN 795].

9. The two admitted an important facts in this case are that the petitioner has purchased the vehicle by dint of the agreement for sale executed on February 12, 2024. And that the extended period of validity of the offer letter of the petitioner has expired on February 24, 2024, within which date he has not been able to place his vehicle for issuance of permit to him by the Authority, in terms of the Board's decision as well as the offer letter as mentioned above. The reason for that is evident from the document as relied on by the petitioner, that is, the letter of the bank dated February 27, 2024, addressed to the Registering Authority. (MV), Contai, Purba Medinipur. Issuance or existence of the said

letter has not been disputed by the respondent/ State in the present case. It appears that in response to the query of the Registering Authority, the bank writes on February 27, 2024, regarding the hypothecation loan of the concerned vehicle having been already refunded by the erstwhile owner thereof, previously on January 16, 2016. The petitioner has remitted the balance tax amount from February 16, 2024 to August 5, 2024, on August 5, 2024. Before that on February 22, 2024, he has duly submitted the balance-new P.St.P fees that is the statutory permit fees to the tune of Rs.4540/-, within the validity period of the offer letter as mentioned above.

10. Therefore, the question remains that a person bonafide and intending to be issued with the permit already granted to him by the Board and after having complied with the condition of owning a vehicle within the validity period of the said offer letter, if can be restrained from being issued with a permit in accordance with law, only on the ground of the said vehicle having not been registered within the validity period of the said offer letter.

11. The concept of ownership of a vehicle can be traced long back in the judgement of the privy council in the case of Sajan Singh vs Sardara Ali [1960 AC 167], which has laid down the following proposition:

*"In this context the following observation of the Privy Council in Sajan Singh v. Sardara Ali, 1960 AC 167, is very appropriate.*

*"Their Lordships do not overlook the fact that the defendant remained registered as the owner of the lorry and that no permission was given for the sale; but this did not prevent the property in it passing to the plaintiff. The registration book is not in Malaya, any more than it is in England, a document of title. The title passed by the sale and delivery of the lorry to the plaintiff. The absence of registration would no doubt put the plaintiff in difficulty if he had to prove his title, but it would not invalidate it; see Bishopsgate Motor Finance Corporation Ltd. v. Transport Brakes Ltd."*

*Johnson, J. in Joblin v. Watkins and Roseveare (Motors) Ltd., (1949) 1 All ER 47, with reference to a motor car registration book prescribed under Road Vehicle (Registration and Licensing) Regulations, 1941, observed thus:*

*"Although one reason for the book was to make known who was the owner of the vehicle to which it referred, its primary purpose was to show who was the person liable to pay the road fund licence tax in respect of the vehicle."*

**12.** Thus, according to the law settled, the primary purpose of the registration of a vehicle is to make known who is liable to pay taxes and to perform the duties and obligations under the Motor Vehicles Act. Registration of a vehicle has actually nothing to do with the ownership thereof. Or in other words, the ownership of the vehicle is absolutely unrelated with whether or not, the vehicle has been registered in the name of the said owner. The law is well settled as discussed earlier, that sale of a vehicle is governed under the provisions of the Sale of Goods Act 1930 and not as per the Motor Vehicles Act, 1988. Sale of the vehicle is complete, as and when the conditions provided in the Act of 1930, are complied with like payment of consideration, money or handing over the possession of the vehicle.

**13.** According to the State respondent, the specialised statute that is the Motor Vehicles Act, 1988, should be overriding all the other general statutes to govern the field and the definition clause as enumerated under section 2(30) of the Motor Vehicles Act 1988, should prevail to determine who

is the owner of the vehicle in accordance with law, on any particular date. Section 2(30) of the Motor Vehicles Act, 1988 provides as follows:

***2(30) "owner" means a person in whose name a motor vehicle stands registered, and where such person is a minor, the guardian of such minor, and in relation to a motor vehicle which is the subject of a hire-purchase, agreement, or an agreement of lease or an agreement of hypothecation, the person in possession of the vehicle under that agreement."***

14. Mr. Sen has tried to impress upon the Court that the punctuation 'comma' (,), as occurs in section 2(30) of the Motor Vehicles Act 1988, between the words "hire-purchase" and "agreement", is inconsequential and has no bearing at all, to the text of the said provision. Such submission, however, cannot be accepted for the reason firstly, that had the same been irrelevant punctuation to be given in the context of the provision, the legislature in accordance with its own wisdom could have avoided the same. Furthermore, the punctuation as above is contextually meaningful and coherent with rest of the said provision, which has rendered the same as relevant in the section of law as afore Stated. Therefore, what the State has tried to impress upon the Court that the specialised statute

that is the Motor Vehicles Act 1988, contains different provision than the general law regarding ownership of a vehicle, is actually not substantiated. Rather, on careful reading of the said provision of law, one can find that a vehicle when purchased by dint of an agreement, a deed of sale in this case, executed on February 12, 2024, the purchaser, that is the writ petitioner in this case, becomes the owner thereof and his rights as owners of the vehicle cannot be ignored, with effect from the date of purchase, i.e., from the date of execution of the sale deed in this case on February 12, 2024.

- 15.** Otherwise also, in consideration of the provisions of the Sale of Goods Act, 1930, the petitioner fulfils all the criteria to be a valid and lawful purchaser and owner of the vehicle in question, on the date of execution of the sale deed that is, February 12, 2024, which admittedly falls within the validity period of the offer letter of the petitioner, as mentioned above. Therefore, on the discussion as above, the Court finds that the date of registration of the vehicle in the name of the petitioner becomes inconsequential, so far as

his ownership of the vehicle is concerned, which is the matter of actual consideration, to assess whether the petitioner shall be eligible to place the said vehicle pursuant to the offer letter dated August 24, 2023, validity period of which has been extended up to February 24, 2024.

**16.** It is not a question of extension of the validity period of offer letter issued to the writ petitioner, beyond the period as prescribed under rule 141 of the West Bengal Motor Vehicles Rules, 1989. Rather, it is a question, whether the petitioner can be considered to be the *owner* of the vehicle in accordance with law, within the validity period of the said offer letter, so that he becomes eligible to place the said vehicle in response to the said offer letter, even after expiry of the validity period of the said offer letter. Therefore, the judgments relied on by the State as mentioned above, are not relevant for this case.

**17.** On the discussion as made above, the Court finds that the petitioner should be considered to be the *owner* of the vehicle in accordance with law, within the validity period of the said offer letter, he having purchased the vehicle within

the said period by dint of a duly executed agreement and also by remittance of the requisite statutory fees. The date of registration of the same is inconsequential so far as his ownership of the vehicle is concerned. Hence, the petitioner should be considered as competent and eligible to place the said vehicle, as per his prayer in the letter of him received by the Secretary, RTA, Purba Burdwan on April 26, 2024.

- 18.** On the finding as above, the present writ petition is allowed.
- 19.** Let the respondent. Secretary, RTA, Purba Burdwan immediately acknowledge placement of vehicle owned by the petitioner from February 12, 2024, and issue him the permit in accordance with law.
- 20.** Let this exercise be completed by the said respondent Authority, within a period of two weeks from the date of communication of copy of this order.
- 21.** Urgent certified website copy of this judgment, if applied for, be supplied to the parties upon compliance with all requisite formalities.

**(Rai Chattopadhyay, J.)**