

05.08.2025
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Ct.No.7
sdas

WPA 3748 of 2022

Majera Bibi & Anr.
Vs.
The Tata Capital Financial Services Limited &
Ors.

Mr. Avishek Guha
Ms. Shilpa Das
..... for the respondents

None appears on behalf of the petitioner, nor has any accommodation been sought on their behalf, although Mr. Guha, learned Advocate representing the respondents, is present in Court.

He submits that the petitioner purchased an excavator by executing a hire purchase agreement with a private non-banking financial organization. The petitioner failed to repay the loan. However, without availing of the arbitration clause contained in the hire purchase agreement, the petitioner has invoked the writ jurisdiction. He points out that the writ petition is not maintainable.

Having heard the learned Advocates representing the respondents and upon perusal of the materials on record, I express my agreement with the contention advanced by Mr. Guha, learned Advocate.

Therefore, due to existence of efficacious alternative remedy, the writ petition cannot be entertained.

Accordingly, the writ petition is dismissed.

There will be no order as to costs.

(Partha Sarathi Chatterjee, J.)