

03.09.2025.
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Ct.No.7.
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WPA 3932 of 2020

Supriyo Dutta
Vs.
State of West Bengal & Ors.

Mr. Rameshwar Sinha
... for the petitioner

Mr. Kaushik Chatterjee
Mr. Tirthankar Dey
... for respondent no. 2

1. Mr. Sinha, learned advocate appearing for the petitioner, submits that the petitioner had availed a loan from HDFC Bank. However, due to circumstances beyond his control, he was unable to repay the said loan within the stipulated time. He further submits that if reasonable time is granted, the petitioner is ready and willing to repay the outstanding dues. Accordingly, he prays for a direction upon the concerned bank to permit the petitioner to liquidate the loan amount by way of easy monthly instalments.

2. Mr. Dey, learned counsel appearing for the Bank, submits that the petitioner had availed of a loan and executed a hire purchase agreement, which contains an arbitration clause. He further submits that the petitioner had issued certain cheques towards repayment, which were dishonoured upon presentation, leading to initiation of proceedings under Section 138 of the Negotiable Instruments Act, 1881, which are presently pending before

the competent court. In the above circumstances, he contends that the present writ petition is not maintainable.

3. Having considered the submissions advanced by the learned advocates for the respective parties, and inasmuch as the hire purchase agreement contains an arbitration clause, I am of the view that the present writ petition cannot be entertained. Accordingly, the writ petition stands dismissed.

4. However, there shall be no order as to costs.

5. This order shall not preclude the petitioner from approaching the appropriate forum to have his grievance redressed in accordance with law.

(Partha Sarathi Chatterjee, J.)