

Misc. Case 14853 of 2025
Present: Sri S. Dasgupta, Judge, Bench-III (WB 01246)

Order no. : 02/ Dated : 06.11.2025

Today is fixed for S/R and A/D.

This is an application under Section 9 of the Arbitration & Conciliation Act, 1996.

Ld. Advocate prays for leave to move the petition u/s-9 of the Arbitration & Conciliation Act, 1996.

Leave is granted.

No caveat is lodged by the adversary as reported by the office.

The petition is taken up for hearing.

Perused the materials placed on record.

Heard the Ld. Advocate for the petitioner. Considered.

It is contended that a loan was advanced to the respondents for purchasing one asset but it is alleged that the respondents had made default in payment of the monthly installments as per terms and conditions of the loan agreement and a prayer is made for appointment of Receiver for taking possession of the said asset.

On perusal of the record, it appears that a notice of termination of loan agreement has been served upon the respondent No.1 and it appears that despite service of the notice being effected, till date no response is received from the respondent No.1.

It is well established law that the hirer has the right to resume the possession of the goods hired if the purchaser makes any default in payment of the sum which they are obliged to pay under the hire purchase agreement. Prima facie it appears that there are materials on record which deserve an order as prayed for and that there is urgency in the matter.

Therefore, I do not find any impediment in allowing the prayer for appointment of Receiver.

Hence, it is

ORDERED

That **Amit Kumar Mishra**, Ld. Advocate is hereby appointed as Receiver with a direction to take possession of the asset being **Engine No. CLY1547 and Chassis No. 8096286** and to retain it in the custody of the receiver, till further order. The receiver may appoint an agent.

The Officer-in-Charge of concerned Police Station is directed to render all assistance to the Receiver on production of the Court's Order.

The petitioner is directed to pay a remuneration of Rs. 6,000/- to the Receiver.

The Receiver shall be at liberty to claim any other cost incurred by the receiver in course of the implementation of the order by raising appropriate bills.

D.A to issue writ to Receiver on payment of cost.

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Contd.....

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The order shall be in force till the matter is referred to arbitration by the petitioner or on expiry of 90 days in terms of Section 9 (2) of Arbitration & Conciliation Act, 1996.

As long as the asset in question shall remain in custody of the Receiver, he/she shall remain responsible for any loss or damage, if any, caused to the asset. The receiver shall not dispose of, alienate or transfer the asset in question and shall not change the nature and character of the asset in question in the course of his/her custody.

Fix 05.03.2026 for S/R, A/D, appearance, submission of the report of the Receiver and further order.

Petitioner to file requisites at once.

D/C by me.

Sd/-
Judge, Bench-III,
City Civil Court, Calcutta.

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City Civil Court, Calcutta.