

GAHC010030322022



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/1286/2022

MANORANJAN CHOUDHURY
S/O- LATE RAMANANDA CHOUDHURY, R/O- 2 NO. GORESWAR, P.O. AND
P.S. GORESWAR, DIST. BAKSA, BTR, ASSAM, PIN- 781366.

VERSUS

THE RESERVE BANK OF INDIA AND 2 ORS
REP. BY THE REGIONAL DIRECTOR, STATION ROAD, PANBAZAR,
GUWAHATI-781001.

2:THE MANAGING DIRECTOR
SHRIRAM TRANSPORT FINANCE COMPANY LTD.
101-105
1ST FLOOR
B WING SHIV CHAMBERS
SECTOR-II
C.B.D. BELAPUR
NAVI MUMBAI-400614.

3:THE BRANCH MANAGER
SHRIRAM TRANSPORT FINANCE COMPANY LTD.
3RD FLOOR
MEGHMALLER APARTMENT
NEAR CENTRAL NURSING HOME
SURVEY BELTOLA
GUWAHATI
ASSAM
PIN- 781028

Advocate for the Petitioner : MR R DHAR

Advocate for the Respondent :

BEFORE
HON'BLE MR. JUSTICE MANASH RANJAN PATHAK

08.03.2022

Heard Mr. R. Dhar, learned counsel for the petitioner.

It is stated by the petitioner that the deceased father of the petitioner, during his lifetime, purchased one Mahindra Marazzo 7 STR M8 vehicle bearing Registration No. AS-01EB-5145 by taking loan from the respondent Shriram Transport Finance Company Limited opening an account for that purpose.

It is stated that during his lifetime, father of the petitioner paid the equal monthly installments to the respondent Transport Finance Company towards the loan that he took while purchasing the said Mahindra Marazzo vehicle without any default. The father of the petitioner expired on 11.06.2021.

After the death of his father, the recovery agents of the respondent Transport Finance Company visited the house of the petitioner and warned him that failure on his part to repay the loan amount, the said Finance Company shall forcefully take away the said vehicle that was purchased by his father during his life time obtaining loan from it.

It is admitted by the petitioner that certain loan amounts for the said Marazzo 7 STR M8 vehicle is payable to the respondent Transport Finance Company, but as in the meanwhile he met with an accident and is still under medical treatment, he could not repay all the dues to the respondent Finance Company.

Since the respondent Transport Finance Company threatened him stating that if he fails to repay Rs. 10,00,000/- for the said Mahindra Marazzo vehicle purchased by his father within a period of seven days, it will take away the said vehicle forcefully and if required by using muscle power.

Being aggrieved the petitioner has preferred this writ petition.

Issue notice, returnable by **4 (four) weeks**.

Petitioner shall take steps for service of notice on all the respondents by registered post with A/D by tomorrow, i.e., 09.03.2022, providing their proper and correct addresses with requisite postal stamps.

It is made clear that without following the due procedure recognized by law and the relevant provisions as prescribed in the guidelines of the Reserve Bank of India, presently in force regarding taking possession of vehicles due to unpaid loan amount, the respondent Shriram Transport Finance Company Limited shall not take possession of the Mahindra Marazzo 7 STR M8 vehicle bearing Registration No. AS-01EB-5145 that was purchased by late father of the petitioner, during his life time, taking loan from it.

List accordingly.

JUDGE

Comparing Assistant