

before the final payment becomes due. The hire may terminate the agreement by returning the goods to the owner and giving him written notice of termination of the agreement. Where a hire terminate the agreement, he is liable to pay all the instalments due by that time, together with the sum, if any, as will make his total payment not less than one- half of the total hire purchase price, unless a lesser sum is specified in the agreement. The hirer will be also liable to pay damage if he has failed to take reasonable care of the goods. He must return the goods at his own expense to the premises from which they were originally supplied to him or to such other place directed by the owner.

Completion of agreement:

Section 13 provides that a hirer may give notice in writing to the owner to complete the hire- purchase agreement before the due date in this case; the hirer will be required to pay the net balance due to the owner under the agreement on a specified day. The right of completing the agreement by the hirer can be exercised as under:

At any time hiring the continuance of the agreement;

Within twenty eight days after the owner has taken possession of goods. In this case, the hirer should pay to the owner the expenses incurred by him in taking possession, storage or repair of goods in addition to the net balance due.

Recovery of Possession:

Section 15 of the Act provided protection to the hirer against a claim by the owner for the recovery of possession of goods. Under this section, if the hirer has already paid a sum equal to or in excess of two- thirds of the hire- purchase price, the owner must not take any step to recover possession of the goods in the event of default. He can recover these goods only through the decision of the court or if the contract has been terminated by the hirer.

If the owner retakes the possession of goods against this rule then the contract shall be considered as terminated and in this case:

the hirer shall be released from all liability under the agreement and shall be entitled to recover from the owner by suit all sums paid by the hirer under the agreement of under any security given to him in respect therefore; and