

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CRR-4772-2017 (O&M)
Date of decision : 12.2.2018

Ravinder Singh

... Petitioner

VERSUS

State of Punjab and another

... Respondents

CORAM: HON'BLE MR. JUSTICE RAJ SHEKHAR ATTRI

Present: Mr. Virender Soni, Advocate,
for the petitioner.

RAJ SHEKHAR ATTRI, J.(Oral)

The present revision petition is directed against impugned judgment dated 22.8.2017 passed by Judicial Magistrate, 1st Class, Amritsar whereby the application of the petitioner for superdari has been dismissed and the application of respondent No.2-Jaswinder Pal for superdari has been allowed.

Heard.

The petitioner has already sold the bus vide sale agreement dated 9.10.2013 (Annexure P-2) and delivered possession of the same to respondent No.2-Jaswinder Pal son of Harbans Lal and received ₹ 10 lac as price money and this amount has been duly received by him.

It is duly mentioned in Annexure P-2 as under : -

“Whereas vendor by way of this sale deed transfers unto the vendee the above said vehicle the above mentioned Rs.10,00,000/- (Rupees ten lacs only) which consideration amount in full has been received by the vendor from the vendee at the time of execution of this sale deed and nothing is outstanding against him and the bank case is pending in Indu

Sind Bank Ltd., Jammu and the remaining amount is paid by the vendee.

Whereas the all future civil and criminal liabilities including Motor Accident Claim Tribunal liability of the vehicle shall be on the purchaser of the vehicle from the execution of this deed.

And whereas the vendor has no objection if the ownership rights of the vehicle are accordingly changed in favour of the vendee.

Whereas the vendor hereby conveys the above said Motor vehicle by physical delivery of Motor vehicle along with its keys, accessories, papers of registration, insurance, token etc. and declared him to the owner thereof.”

From the above, it is clear that vendee Jaswinder Pal was in possession of the bus on the day of registration of the FIR. Learned Magistrate ordered to return the bus on superdari to Jaswinder Pal.

The definition of “owner” has been given in Motor Vehicles Act, 1988 as under : -

“(30) “owner” means a person in whose name a motor vehicle stands registered, and where such person is a minor, the guardian of such minor, and in relation to a motor vehicle which is the subject of a hire-purchase, agreement, or an agreement of lease or an agreement of hypothecation, the person in possession of the vehicle under that agreement.”

Said Jaswinder Pal is in possession and is running the bus under the agreement. Thus, he deemed to be owner for the limited purpose of superdari, as such, this petition is devoid of merit and is dismissed.

February 12, 2018

Paritosh Kumar

**(RAJ SHEKHAR ATTRI)
JUDGE**

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No