

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Jurisdiction Case No.371 of 2019

In
Civil Writ Jurisdiction Case No.11685 of 2018

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Suman Kumar Singh Son of Raj Narayan Singh, R/o Village- Rani Parti, P.S.-
Rosera, District- Samastipur.

... .. Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Excise, Government of Bihar, Patna.
2. The District Magistrate, Samastipur.
3. The Superintendent of Police, Samastipur.
4. The District Transport Officer, Samastipur.
5. The Sub Divisional Magistrate, Rosera, Samastipur.
6. The Sub Divisional Police Officer, Rosera, Samastipur.
7. The Station House Officer, Rosera, Police Station, Samastipur.

... .. Opposite Parties

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Appearance :

For the Petitioner/s :	Mr.Raja Ram Mishra, Advocate
For the Opposite Party/s :	Mr.Anil Kumar Sinha, GA-1
	Ms. Aditi Hansaria, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD

ORAL ORDER

(Per: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD)

2 10-04-2019 Heard learned counsel for the parties.

This application has been filed for modification of the
order dated 26.06.2018 passed in C.W.J.C. No. 11685 of 2018.

Learned counsel for the petitioner submits that in the
order dated 26.06.2018, this Court has been pleased to impose a
condition wherein petitioner is required to furnish a Bank
Guarantee to the satisfaction of District Magistrate, Samastipur



with further undertaking to produce the vehicle. Following the said order, now the District Magistrate has directed the petitioner to furnish a Bank Guarantee of Rs. 6 lacs. It is submitted that the vehicle in question was a commercial vehicle which was purchased under a financial assistance from the private financial institution and at the time of purchase of the vehicle the insurance document indicates that the value of vehicle was approximately Rs. 6 lacs.

Submission is that during the last three years the value has decreased, however, the Bank Guarantee has been asked for the value of Rs. 6 lacs. Learned counsel submits that in place of Bank Guarantee this Court may allow the petitioner to take provisional release of the vehicle by submitting the sureties.

Learned counsel for the State has, however, opposed the prayer of the petitioner as according to him the interest of the State would be protected if the petitioner is directed to furnish the Bank Guarantee and not the sureties.

After hearing learned counsel for the parties, we are of the view that in the given facts of the case petitioner's vehicle is a commercial vehicle, we are not willing to modify the order in order to maintain consistency in our orders passed in several other cases of similar nature.



We are, however, willing to modify the order dated 26.02.2016 passed in C.W.J.C. No. 11685 of 2018 to the extent that the petitioner would be called upon to furnish Bank Guarantee to the extent of the value of the vehicle as indicated in the insurance documents of the vehicle after providing adequate depreciation for last three years. Rest of the order shall remain intact.

This application stands disposed off.

(Amreshwar Pratap Sahi, CJ)

(Rajeev Ranjan Prasad, J)

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