

**IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH**

CRM-M-19296-2019 (O&M)

Date of decision: 07.05.2019

Anil Kumar

...Petitioner

Versus

State of Haryana

...Respondent

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present:- Mr. Ashwani Bhardwaj, Advocate
for the petitioner.

Mr. Himmat Singh, DAG, Haryana.

ARVIND SINGH SANGWAN, J. (Oral)

The petitioner prays for grant of anticipatory bail in FIR No. 13 dated 05.01.2019, registered under Sections 392 and 120-B of the IPC at Police Station Sadar, Hisar.

As per the allegations in the FIR, registered on the statement complainant Raju, on 03.01.2019, he was going on his truck bearing registration number PB-03-AJ-8109, which was intercepted by some persons, who after stopping him, snatched his bag containing some documents and took him to an unknown place along with his vehicle, where the vehicle was forcibly parked. The complainant was forced to sign certain blank papers and thereafter, he was released and then the complainant got the present FIR registered.

Learned counsel for the petitioner submits that in fact the petitioner has nothing to do with the truck and he has an agreement with the

finance company i.e. M/s Hinduja Leyland Finance Ltd., wherein it has been agreed that the petitioner shall provide them some space for parking their vehicles.

Learned counsel for the petitioner has further submitted that the petitioner was not present at the spot when the truck was taken to an unknown place and thereafter was parked in the premises of the petitioner.

Learned State counsel, on instructions from ASI Surender Singh, has opposed the prayer of the petitioner on the ground that it has come in the statement of co-accused Sanjay and Anil, who were arrested, that they are the agents of the petitioner and were deputed at the job of repossessing the truck of the complainant as he had defaulted in making the payments and thereafter, the truck was parked in the premises/yard of the petitioner on the same day i.e. 03.01.2019.

Learned Stated counsel further submits that both the aforesaid accused persons were granted regular bail after they were arrested and the truck was taken in possession by the police.

After hearing learned counsel for the parties, I find no ground to grant anticipatory bail to the petitioner.

It is now well settled principle of law that even in a case of repossessing the vehicle by a finance company, it has to take recourse of a legal action i.e. moving an appropriate application as per the arbitration clause of higher-purchase agreement. The Hon'ble Supreme Court in ***Citicorp. Maruti Finance Ltd. vs. S. Vijayalaxmi, 2011 (4) R.C.R. (Civil) 876*** has held that repossession of a vehicle without resorting to process of law is an illegal action.

Therefore, looking into the serious allegations against the petitioner, he is not found entitled to get the benefit of anticipatory bail.

Petition stands dismissed.

07.05.2019

Waseem Ansari

(ARVIND SINGH SANGWAN)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No