

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

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CRM-M No.36644 of 2021
Date of decision:06.09.2021

Shiv Nath

... Petitioner

Vs.

State of Punjab

... Respondent

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Rishabh Gupta, Advocate
for the petitioner.

SUVIR SEHGAL J. (ORAL)

Heard through video conferencing.

Instant petition has been filed under Section 482 of the Code of Criminal Procedure, 1973, seeking modification of impugned order dated 10.08.2021, Annexure P-5, passed by the learned Additional Sessions Judge, Hoshiarpur, whereby a revision petition preferred by the petitioner has been dismissed and order dated 06.07.2021, passed by the Additional Chief Judicial Magistrate, Hoshiarpur, Annexure P-3, whereby the petitioner has been directed to furnish bank guarantee of Rs.20 lacs in addition to *sapurdari* bonds alongwith one surety of the like amount, has been upheld.

Counsel for the petitioner submits that FIR No.10 dated 03.02.2021 was registered under Sections 279, 304-A and 427 IPC at Police Station Sadar Hoshiarpur, on account of a motor vehicular accident, in which the Tipper bearing No.PB-07-AL-8815 (2014 Model) being driven by a driver employed by the petitioner, who is the owner,

was involved. Counsel submits that the vehicle was seized by the police and the petitioner approached the trial court for its release on *sapurdari* which was allowed vide order dated 06.07.2021, subject to furnishing of a bank guarantee of Rs.20 lacs, besides *sapurdari* bond and surety. Counsel contends that imposition of condition of furnishing of bank guarantee is onerous and confines the prayer in this petition to the setting aside of the same.

Notice of motion.

On asking of the Court, Mr. Sandeep Singh Deol, DAG, Punjab, accepts notice. On instructions from ASI Balbir Singh, he has contested the petition and supported the impugned orders.

Having heard counsel for the parties, this Court is of the view that the condition of furnishing of bank guarantee imposed while ordering release of the vehicle on *sapurdari*, is harsh. Furnishing of bank guarantee virtually amounts to making a deposit in cash. Similar condition has been disapproved by the Hon'ble Supreme Court in **Keshav Narayan Banerjee and another vs. State of Bihar**, AIR 1985 SC 166 and in **Sandeep Jain vs. National Capital Territory of Delhi**, 2002 (2) SCC 66 and modified by this Court in various judgments, reference to some of which is being made hereunder:-

(i) CRM-M-14229 of 2020 titled as Udeek Singh alias Tinku vs. State of Punjab decided on 05.06.2020;

(ii) CRM-M-1133 of 2021 titled as Suraj Khan alias Shokaet Ali alias Kala, decided on 11.01.2021;

- (iii) CRM-M-18703 of 2020 titled as Arshdeep Singh vs. State of Punjab, decided on 23.02.2021;
- (iv) CRM-M-14386 of 2021 titled as Umesh Yadav vs. State of Punjab, decided on 31.03.2021;
- (v) CRM-M-22076 of 2021 titled as Jaspreet Singh vs. State of Punjab, decided on 02.07.2021; and
- (vi) CRM-M-7256-2020 titled as Jasvir Singh vs. State of Punjab, decided on 20.08.2021.

In view of the above position, this Court is of the view that the vehicle deserves to be released to the petitioner, who is its owner, without imposing the condition regarding the deposit of the bank guarantee.

Accordingly, impugned orders dated 06.07.2021 and 10.08.2021, Annexures P-3 and P-5 respectively, are modified and the condition requiring furnishing of bank guarantee is set aside. All other conditions imposed by the trial Court shall remain as these are.

Petition is disposed of.

06.09.2021
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(SUVIR SEHGAL)
JUDGE

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No