

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

**CRM-M-9651-2022
Reserved on: 28.07.2022
Pronounced on: 08.08.2022**

Reliance General Insurance Company Ltd.Petitioner

Vs.

State of Punjab and othersRespondents

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Paras Money Goyal, Advocate
for the petitioner(s).

Mr. Harsimar Singh Sitta, AAG, Punjab.

ANOOP CHITKARA J. (ORAL)

Seeking release of the vehicle, confiscated for transporting the drugs the Insurance Company has come up before this Court.

The insurance company had insured the Mercedes Benz bearing No.PB-10-GH-3336, of which M/s Raja Spinning and Weaving Mills Private Limited, was registered owner.

On 09.07.2018 the information was given by the complainant to the Police Station Division No.5, Ludhiana that at about 6.30 pm he had gone for dinner in the said car and at around 9.30pm when he got back to his car a young person was standing near the car. The said young man opened his car window and forcibly pushed him out from his car. They also snatched his mobile phone, wallet, watch and car keys.

Since the car was insured, the insurance amount was paid by the Insurance Company to the registered owner. Later on the car was seized as a case property in a case under NDPS Act. On coming to know about its

being seizure, the insurance company which has infact become the owner of the car after payment of the compensation, applied for its release in their favour. Vide an application dated 17.09.2020 filed under Section 451 read with 457 CrPC before the learned Illaqa/Duty Magistrate, Amritsar, the said car was released on superdari. In reply to the said release, the police ensured that the said car was recovered from the gangsters who were involved in multiple cases. Vide order dated 03.12.2020, learned Judicial Magistrate Ist Class, Amritsar, released the said car on superdari for Rs.30 lacs, in favour of Reliance Insurance company with the condition that the company shall not **dispose of , transfer, alienate the above said vehicle or change its nature, colour or components** without prior permission of the Court.

Feeling aggrieved by the said conditions, the Insurance Company filed a revision petition before the learned Additional Sessions Judge, Amritsar. Vide order dated 18.01.2021, the petition was dismissed by upholding that there was no illegality or irregularity in the order dated 03.12.2020. Challenging the imposition of conditions imposed by learned Judicial Magistrate, Ist Class, Amritsar and upholding of the same by learned Additional Sessions Judge, Amritsar, the Reliance Insurance Company had come up before this Court under Section 482 Cr.P.C.

Needless to say that due to depriciation and change in model, a person prefers to buy a new vehicle. The vehicle in question is Mercedes Benz and needless to say that in case, such vehicle is not kept in a garage as it will become junk.

Given above, there is no justification at all not to permit Reliance General Insurance Company which had returned insurance

premium, to sell the car. The insurance company is not even vicariously liable for the recovery of the car from the gangsters.

Given above, there is no justification for such conditions imposed by the learned Judicial Magistrate. Therefore, the orders dated 03.12.2020 and 18.01.2022 are quashed. The Insurance Company is permitted to sell the car and in case, car is finally confiscated for violation of NDPS Act then the Insurance Company shall refund the entire sale proceedings to the State. However in case the car is not confiscated then the condition to reimburse the money, shall also deem to have been vacated.

Petition is allowed in the terms mentioned above.

(ANOOP CHITKARA)
JUDGE

08.08.2022
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Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No