236 **<u>CRM-A-838-2019</u>**

MANISH BANSAL VS RAJESH KUMAR

Present: Mr.Abhinav Gupta, Advocate
for the appellant.

Mr. Ankit Aggarwal, Advocate
Mr. Deepak Aggarwal, Advocate
for the respondent

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<u>CRM-A-838-2019</u>

Heard. Leave to appeal granted.

<u>Main appeal</u>

Issue notice to respondent through counsel.

2. List on 08.08.2022 for final hearing.

2(a) Given above, respondent is required to furnish bail bonds for his presence before this Court or trial Court.

3. In <u>Mahidul Sheikh v. State of Haryana</u>, CRM-33030-2021 in CRA-S-363-2020, decided on 14-01-2022, Para 53, this Court observed,

> [53]. The pragmatic approach is that while granting bail with sureties, the "Court" and the "Arresting Officer" should give a choice to the accused to either furnish surety bonds or to handover a fixed deposit, or direct electronic money transfer where such facility is available, or creating a lien over his bank account. The accused should also have a further option to switch between the modes. The option lies with the accused to choose between the sureties and deposits and not with the Court or the arresting officer.

4. In the meantime, respondent is directed to furnish bail bonds for his presence in the FIR mentioned above, subject to furnishing a personal bond of Rs. Ten thousand (INR 10,000/-) and shall furnish one surety of Rs. Twenty-five thousand (INR 25,000/-), to the satisfaction of the concerned Court/ Judicial Magistrate having the jurisdiction over the Police Station conducting the investigation, and in case of non-availability, any nearest Illaqa Magistrate/duty Magistrate. Before accepting the sureties, the concerned Court must satisfy that if the accused fails to appear in Court, then such surety is capable of producing the respondent before the Court.

5. <u>In the alternative</u>, the respondent may furnish a personal bond of Rs. Ten Thousand only (INR 10,000/-), and hand over to the concerned court a fixed deposit(s) for Rs. Ten Thousand only (INR 10,000/-), made in favour of Chief Judicial Magistrate of the concerned district. Said fixed deposit may be made from any of the banks where the stake of the State is more than 50%, or any of the well-established and stable private banks, with the clause of automatic renewal of the principal and the interest reverting to the linked account.

6. The fixed deposit need not necessarily be made from the applicant's account. If such a fixed deposit is made in physical form, i.e., on paper, then the original receipt shall be handed over to the concerned court. If made online, its printout, countersigned by the accused, shall be given; and the depositor shall get the online liquidation disabled. The applicant shall inform the concerned branch of the bank at the earliest that it has been tendered as surety. Such information be sent either by e-mail or by post/courier about the fixed deposit, whether made on paper or in any other mode, along with its number and FIR number. After that, the applicant shall hand over such proof and endorsement to the concerned police station. Such court shall have a lien over the deposit until the case's closure, or discharged by substitution, or up to the expiry of the period mentioned under S. 437-A CrPC, 1973, as the case may be. Subject to the proceedings under S. 446 CrPC, the entire amount of fixed deposit, less taxes, if any, shall be endorsed/returned to the depositor.

7. It shall be the total discretion of the applicant to choose between surety bonds and fixed deposits. It shall also be open for the applicant to apply to the investigator or the concerned court to substitute fixed deposit with surety bonds and vice-versa.

8. On the reverse page of personal bonds, the attesting officer shall mention the permanent address of the respondent along with the phone number linked with the AADHAR card, the other phone numbers (if any), and e-mail (if any). In case of any change in the above particulars, the respondent shall immediately and not later than 30 days from such modification, intimate about the change to the concerned Police Station and the concerned Court.

9. The respondent to also execute a bond for attendance in the concerned Court(s), as and when asked to do so. The presentation of the personal bond shall be deemed acceptance of the following and all other stipulations, terms, and conditions of this bail order.

10. Any Advocate for the respondent and the Officer in whose presence the respondent puts signatures on personal bonds shall explain all conditions of this bail order in any language that the respondent understands.

11. If the respondent finds bond amount beyond social and financial reach, it may be brought to the notice of this Court for appropriate reduction. Further, if the respondent finds bail condition(s) as violating fundamental, human, or other rights, or causing difficulty due to any situation, then for modification of such term(s), the respondent may file a reasoned application before this Court, and after taking cognizance, even to the Court taking cognizance or the trial Court, as the case may be, and such Court shall also be competent to modify or delete any condition.

12. *There would be no need for a certified copy of this order for furnishing bonds, and any*

Advocate for the respondent can download this order along with case status from the official web page of this Court and attest it to be a true copy. In case the attesting officer wants to verify the authenticity, such an officer can also verify its authenticity and may download and use the downloaded copy for attesting bonds.

(ANOOP CHITKARA)
JUDGE

April 28, 2022
sonia arora