

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

CRM-M-39969-2022 (O&M)
Date of decision: 13.09.2022

Romio

...Petitioner

Versus

State of Punjab and others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARNARESH SINGH GILL

Present: Mr. Piyush Sharma, Advocate for the petitioner.

HARNARESH SINGH GILL, J. (ORAL)

CRM-34082-2022

Application is allowed as prayed for. Annexure P-4 is taken on record. Registry is directed to tag the same at an appropriate place.

Main case:

Through the present petition, the petitioner seeks transit bail in case bearing FIR No. 76 dated 16.04.2022, registered under Sections 30(a), 32, 41(1) of Bihar Prohibition and Excise (Amendment) Act, 2018, at Police Station Chousa, District Madhepur (Bihar), enabling to approach the Court of competent Jurisdiction in the State of Bihar to avail the remedy as per law.

Learned counsel for the petitioner submits that the petitioner was a registered owner of truck bearing No. PB-05-AM-9743, which he had purchased after obtaining loan from Tata Motors Finance Solutions Ltd.; that the loan was to be repaid in installments of Rs. 20,000/- per month, but because of financial contingency, the petitioner sold the truck to Khuswinder Singh for an amount of Rs. 8,30,000/-; that at the time of sale of the truck, an amount of Rs. 5,20,000/- was due towards the loan amount; that an agreement

dated 15.09.2021 was executed by said Khuswinder Singh indicating payment of Rs. 3,10,000/- in cash to the petitioner and rest of the amount was agreed to be paid against the remaining EMIs; that since 15.09.2021, the truck in question has been in possession of Khuswinder Singh; that the truck has been apprehended by the Bihar Police with illicit liquor loaded in it and the petitioner has been implicated in the present case, being the registered owner of the truck; that the ownership of the truck could not be transferred in the name of Khuswinder Singh due to non-clearance of loan amount and therefore, learned counsel for the petitioner prays to grant transit bail to the petitioner enabling him to seek his remedy before the Court concerned.

In support of his case, learned counsel for the petitioner relies upon the judgment rendered by a Coordinate Bench of this Court in Gurmit Kaur Vs. U.T. Chandigarh, 2006(4) RCR (Criminal) 710.

Notice of motion.

On the asking of this Court, Mr. I.P.S. Sabharwal, DAG Punjab, accepts notice on behalf of the respondent Nos. 1 and 2 only, at this stage. He submits that the agreement dated 15.09.2021 (Annexure P-4) has no legal authenticity and therefore, the same cannot be taken into consideration.

I have heard the learned counsel for the parties and have gone through the paper-book.

As per the agreement dated 15.09.2021 executed by Khuswinder Singh, the petitioner (registered owner of the truck) handed over the truck in question to Khuswinder Singh on 15.09.2021. The balance of the loan amount was to be paid by Khuswinder Singh. The truck has been apprehended by the Bihar Police with illicit liquor and the petitioner has been indicted in the present FIR, being the registered owner of the truck. The petitioner has

already sold the truck to Khuswinder Singh and since 15.09.2021, the truck has been in his possession.

In view of the above, this Court finds that the petitioner deserves to be granted protection for a reasonable period so that he can pursue his remedy before the Court concerned, in accordance with law.

Accordingly, the present petition is disposed with a direction that the arrest of the petitioner shall remain stayed for a period of 30 days i.e from the date of this order, so as to enable him to avail his remedy before the Court concerned.

13.09.2022

Mangal Singh

(HARNARESH SINGH GILL)
JUDGE

Whether reasoned/speaking?	Yes/No
Whether reportable?	Yes/No