IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

137 **CRM-M-18667-2023**
Date of Decision:April 17, 2023

Vishal Bobbal and another ......Petitioner(s)

Vs.

State of Punjab ......Respondent(s)

CORAM:HON'BLE MR.JUSTICE ANOOP CHITKARA

Present: Mr.,Aditya Dassaur, Advocate for the petitioners.

Mr. Harsimar Singh Sitta, DAG, Punjab

ANOOP CHITKARA J. (ORAL)

Aggrieved by the order dated 22.03.2023 and all consequent order vide which the petitioners personal bonds furnished by the petitioners were cancelled; non-bailable warrants have been issued against them and application for cancellation of non-bailable warrants has been dismissed, the petitioners have come up before this Court, under Section 482 Cr.P.C.

2. Notices served upon the official respondent(s) through the State's counsel.

3. Counsel for the petitioners submits that the petitioners were granted bail vide order dated 03.02.2023 passed by Co-ordinate Bench of this Court subject to the furnishing of bonds/surety bonds to the satisfaction of learned trial Court. The trial Court could not satisfy the upper limit and imposed furnishing of surety bonds to the sum of Rs.one lac each. He further submits that the petitioners were not able to arrange huge amount of bonds and non-bailable warrants have been issued.

4. In the entirety of facts and circumstances of the case, the impugned order is set aside. Petition stands allowed and trial Court is directed to accept bail bond and surety bonds in view of law laid down in **Mahidul Sheikh v. State of Haryana, Neutral Citation No: 2022:PHHC:003277,** [Para 53], [Law Finder Doc Id #

1933969], 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.

Petitioners are permitted to furnish personal bond of Rs. Ten thousand (INR 10,000/-) each;

AND

(i) To give one surety of Rs. Twenty-five thousand (INR 25,000/-) each, to the satisfaction of the concerned trial Court. Before accepting the surety, the concerned officer must satisfy that if the accused fail to appear in court, then such surety can produce such accused before the court.

OR

(ii) Petitioners to hand over to the concerned trial Court, a fixed deposit for Rs. Ten Thousand only (INR 10,000/-) each, with the clause of automatic renewal of the principal and the interest reverting to the linked account, made in favour of the 'Chief Judicial Magistrate' of the concerned district. The 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 sector banks. The fixed deposit need not necessarily be made from the petitioner's account.

(iii). 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, and at that stage, 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.

(iv). It shall be the discretion of the petitioners to choose between surety bonds and fixed deposits. It shall also be open for the petitioners to apply to the Investigator or the concerned court to substitute the fixed deposit with surety bonds and vice-versa.

Rest of the conditions of bail order remain same as directed by this Court.

(ANOOP CHITKARA)
JUDGE

April 17, 2023
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Whether speaking/reasoned: Yes/No
Whether reportable: No