

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.20217 of 2025

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Sikandar Ajam, S/o Md. Nesar Ansari, Resident of Mohalla- H. No.- G-222,
4th Floor, Gali No.- 14, Badarpur Jaitipur, Extension Part- 2, P.s.- Badarpur,
District- New Delhi- 110044.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Excise Department,
Govt. of Bihar, Patna.
2. The District Magistrate -cum- Collector, District- Darbhanga.
3. The Superintendent of Police, District- Darbhanga.
4. The Officer In-charge of Bahera Police Station, Bahera, District- Darbhanga.
5. The Investigation Officer of Bahera, P.S. Case No.- 479/2024 (present and
then) District- Darbhanga.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Pranab Kumar, Advocate Mr. Md. Jubair Ansari, Advocate
For the Respondent-State	:	Mr. Sajid Salim Khan, SC-25

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD

and

HONOURABLE MR. JUSTICE SOURENDRA PANDEY

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD)

Date : 24-12-2025

Heard learned counsel for the petitioner and learned
counsel for the State.

2. Petitioner in the present case is seeking to
challenge the order of confiscation passed by the District



Magistrate-cum-Collector, Darbhanga dated 05.05.2025 (Annexure-P/5) and the appellate order passed by Excise Commissioner, Darbhanga in Excise Appeal Case No. 149 of 2025 dated 15.10.2025 (Annexure-P/7) under the Bihar Prohibition and Excise Act, 2016 (as amended up to date) and the Bihar Prohibition and Excise Rules, 2021 (as amended up to date).

3. By the impugned order, the vehicle in question has been ordered to be released from confiscation on payment of 50% of the insured value and 3% over and above the said amount, in favour of the petitioner. In the case of non-compliance with the order, the vehicle in question shall be confiscated.

4. Learned counsel for the petitioner submits that the petitioner is the owner of the vehicle, which he had leased out under a Vehicle Lease Agreement effective from 8th of December, 2024, 06:00 P.M. to one Mr./Ms. Shashank availing the platform provided by Zoomcar Host Services available on the website of www.zoomcar.com owned and operated by Zoomcar India Private Limited.

5. It is the case of the petitioner that on 12th of December, 2024 the vehicle was intercepted at Darbhanga



transporting total 317.88 liters of foreign liquor. The vehicle was seized by Bahera Police Darbhanga on 13.12.2024 and an FIR bearing Bahera P.S. Case No. 479 dated 13.12.2024 has been registered under Section 30(a) of the Bihar Prohibition and Excise (Amendment) Act, 2022.

6. Learned counsel submits that before the Competent Authority, these facts were brought to their notice, but the Confiscating Authority has imposed a penalty of 50% of the insured value of the vehicle which is highly exaggerated, unjust and improper. It is further submitted that there is no basis for imposition of 3% amount over and above the penalty amount.

7. Learned counsel submits that in the case of *Shantanu Kumar v. The State of Bihar & Ors. (C.W.J.C. No. 18561 of 2025)* and *Bimlesh Kumar v. The State of Bihar & Ors. (C.W.J.C. No. 19659 of 2025)* this Court has already declared that such imposition of 3% over and above the penalty amount is fully illegal and has no sanction of law. In some cases order for re-fund has also been issued.

8. Learned counsel for the State submits that even though the petitioner claims himself to be the owner of the vehicle in question, the vehicle lease agreement is between him



and the lessee and whatever rights and liabilities flow from the said agreement are the matters to be dealt by the parties by availing private law remedies.

9. Learned counsel for the State further submits that the vehicle was found transporting 317.88 liters of liquor and in such circumstances, if the competent authority has imposed 50% of insured value as penalty, no fault may be found with the same. It is, however, not contested that in some of the cases of like nature, this Court has taken a view that 30% of the insured value may be imposed as penalty (*see Uday Kant vs. The State of Bihar & Ors. in C.W.J.C. No. 16194 of 2025 decided on 28.11.2025*).

10. Having regard to the submissions noted hereinabove, finding that the petitioner is not an accused in this case and he claims that he had provided the vehicle on a rental basis under the Vehicle Lease Agreement (Annexure-P/2), without recording any opinion on the same, this Court deems it just and proper to modify the order of penalty and direct the Competent Authority to release the vehicle on payment of 30% of the insured value.

11. So far as the imposition of 3% over and above the penalty amount is concerned, the same has no sanction of



law and is liable to be set aside.

12. We accordingly set aside that part of the order by which 3% over and above the penalty amount has been imposed by the Competent Authority.

13. With the aforesaid modification of the impugned orders, this writ application is partly allowed.

(Rajeev Ranjan Prasad, J)

(Sourendra Pandey, J)

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AFR/NAFR	NAFR
CAV DATE	N/A
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