

2026:PHHC:067929



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

**CRM-M No.21464 of 2026
Reserved on: 29.04.2026
Pronounced on: 04.05.2026
Uploaded on: 04.05.2026**

*Whether only operative part of the judgment is
Pronounced or the full judgment is pronounced: operative part/full judgment*

Gurvinder Kaur @ Gurwinder Kaur

...Petitioner

Versus

State of Punjab

...Respondent

CORAM: HON'BLE MS. JUSTICE MANDEEP PANNU

Argued by:- Mr. G.S. Dhillon, Advocate
for the petitioner.

Mr. Navraj Singh Mahal, DAG, Punjab.

MANDEEP PANNU, J.

1. The present petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (erstwhile Section 482 Cr.P.C.) seeking quashing of the impugned order dated 19.04.2025 passed by learned Judicial Magistrate Ist Class, Sangrur, whereby the release of bus bearing registration No. PB-13-T/9145 was made subject to the onerous condition of deposit of ₹4,00,000/- in the form of FDR. The petition further assails the order dated 04.06.2025 passed by learned Additional Sessions Judge, Sangrur, whereby the said condition was partly modified to the extent that the release of the aforesaid bus was made subject to furnishing of property bonds equivalent to ₹4,00,000/-, and seeks setting



aside/relaxation of the said condition in the interest of justice. It is further averred that an application was filed by the petitioner Gurvinder Kaur seeking release of bus bearing registration No. PB-13-T/9145 on sapurdari. Learned Judicial Magistrate Ist Class, Sangrur, vide order dated 19.04.2025, while taking into consideration that the vehicle in question was involved in an accident case and that in such matters compensation may be awarded to the victims or their legal representatives, directed that adequate security be furnished so as to safeguard any prospective claim arising out of the said accident. Accordingly, the release of the vehicle was made subject to stringent conditions. The vehicle was ordered to be released upon furnishing sapurdari bonds in the sum of ₹4,00,000/- with one surety in the like amount. The petitioner was further directed to furnish security to the tune of ₹4,00,000/- in the form of a fixed deposit to secure any compensation that may be awarded in claim proceedings. It was also stipulated that the petitioner shall produce the vehicle on each and every date of hearing, shall not sell, alienate or dispose of the vehicle without prior permission of the Court, and shall not change the make, parts or colour of the vehicle till the disposal of the case.

2. Feeling aggrieved by the aforesaid order dated 19.04.2025 passed by learned Judicial Magistrate Ist Class, Sangrur, the revisionist Gurvinder Kaur preferred a revision petition before learned Additional Sessions Judge, Sangrur. Learned Additional Sessions Judge, vide order dated 04.06.2025, partly allowed the revision petition and modified the conditions imposed by learned Trial Court. While maintaining the requirement of furnishing adequate security to safeguard the interest of



prospective claimants arising out of the accident, the condition of depositing ₹4,00,000/- in the form of FDR was relaxed to the extent that the vehicle was ordered to be released on sapurdari subject to furnishing of property bonds of equivalent amount belonging to the revisionist. It was further directed that a charge to the extent of the said amount be created upon the property offered as surety and the same be duly reflected in the revenue record so as to ensure that the property is not alienated during the pendency of the proceedings, thereby securing the interest of claimants.

3. Learned counsel for the petitioner has contended that the impugned orders passed by learned Courts below are arbitrary and suffer from non-application of mind. It is submitted that the valuation of the bus in question, as assessed by the insurance company, is approximately ₹2,00,000/-, whereas the condition imposed for its release on sapurdari requires furnishing of security/surety bonds to the tune of ₹4,00,000/-, which is wholly disproportionate and excessive. It is further argued that the vehicle is lying in open premises and is deteriorating day by day, causing irreparable loss to the petitioner, who is dependent upon the said vehicle for her livelihood. It has also been contended that the petitioner is not in a position to furnish FDR or property bonds in her own name, and the conditions imposed have rendered the relief of sapurdari illusory. On these grounds, the petitioner has prayed for quashing/setting aside or relaxation of the impugned orders to the extent of the onerous conditions, and for release of the vehicle on personal bond or on such reasonable terms as this Court may deem fit.

4. Per contra, learned State counsel has opposed the petition and



submitted that there is no illegality or infirmity in the orders passed by learned Courts below. It is contended that the conditions imposed are in consonance with the settled legal position as well as the notification issued by the State Government, and are necessary to safeguard the interest of prospective claimants arising out of the accident. It is thus prayed that the present petition, being devoid of merit, deserves to be dismissed.

5. I have heard learned counsel for the parties and have gone through the record with their able assistance.

6. Upon a careful consideration of the rival submissions, it is not in dispute that the vehicle in question was involved in an accident and, therefore, some condition securing the interest of prospective claimants is justified. However, at the same time, such condition must be reasonable and not so onerous as to defeat the very purpose of release of the vehicle on sapurdari.

7. In the present case, learned Judicial Magistrate Ist Class, Sangrur imposed a condition of furnishing security to the tune of ₹4,00,000/- in addition to sapurdari bonds of the like amount. The said condition, in the facts and circumstances of the case, appears to be excessive and disproportionate, particularly keeping in view the valuation of the vehicle and the financial position of the petitioner. Imposition of such a high amount effectively renders the relief of sapurdari illusory.

8. This Court further finds that the order passed by learned Additional Sessions Judge, Sangrur modifying the condition by directing furnishing of property bonds of immovable property belonging to the petitioner is not sustainable. There is nothing on record to establish that the



petitioner owns any such immovable property. The condition imposed is thus based on a hypothetical premise and is impracticable in its application. Consequently, the said order cannot be upheld.

9. In view of the above discussion, the impugned order dated 19.04.2025 passed by learned Judicial Magistrate Ist Class, Sangrur is liable to be modified to a limited extent. The condition of furnishing security is reduced from ₹4,00,000/- to ₹2,00,000/-. The petitioner shall furnish sapurdari bonds and one surety in the like amount, and shall also deposit an amount of ₹2,00,000/- either in cash or in the form of a fixed deposit, to the satisfaction of learned Trial Court, to secure any claim that may arise out of the accident.

10. Except for the aforesaid modification, the remaining conditions imposed by learned Trial Court shall remain unaltered. The order passed by learned Additional Sessions Judge, Sangrur dated 04.06.2025 is set aside.

11. Accordingly, the present petition stands partly allowed in the above terms.

12. However, nothing observed herein shall be construed as an expression on the merits of the case.

13. All pending applications, if any, also stand disposed of.

04.05.2026
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(MANDEEP PANNU)
JUDGE

<i>Whether speaking/reasoned:</i>	<i>Yes/No</i>
<i>Whether Reportable:</i>	<i>Yes/No</i>