

**HIGH COURT OF JUDICATURE FOR RAJASTHAN
AT JODHPUR**

S.B. Criminal Miscellaneous (Petition) No. 6864/2026
CNR: RJHC010785572026 | URN: CRLMP / 12048U / 2026

Gurdev Singh S/o Rajkumar, Aged About 37 Years, R/o Kashi Ka
Bas, Tehsil Elenabad, District Sirsa, haryana

-----Petitioner

Versus

State Of Rajasthan, Through Pp

-----Respondent

For Petitioner(s)	:	Mr. Vinod Kumar Sihag
For Respondent(s)	:	Mr. Narendra Gehlot, PP

HON'BLE MR. JUSTICE KULDEEP MATHUR

Order

10/08/2026

1. The instant petition invoking inherent powers of this Court under Section 528 of the BNSS, has been preferred oppugning the order dated 20.02.2026, passed by learned Additional Sessions Judge No.02, Nohar, District Hanumangarh (hereinafter referred to as 'the Revisional Court'), whereby the order dated 16.01.2026, passed by learned Judicial Magistrate, Nohar, District Hanumangarh (hereinafter referred to as 'the trial Court') has been affirmed.
2. The facts appertain are that petitioner's vehicle - tractor bearing registration No.HR-44-M-3550 met with an accident. An FIR came to be lodged against the petitioner for rash and negligent driving, punishable for the offences under Sections 281, and 125(a) of the BNS.

3. During the pendency of the investigation, the petitioner moved an application under Section 497 of the BNSS and sought release of the subject vehicle on supurdaginama.

4. The trial Court, vide its order dated 16.01.2026, ordered the vehicle to be released on supurdaginama, however, subject to a condition that the petitioner will have to furnish bank guarantee/FDR of Rs.5,00,000/- apart from furnishing surety bond of Rs.5,00,000/- and an undertaking/supurdginama and surety bond in the like amount to the effect that he would bring the vehicle as and when required.

5. Against the order aforesaid passed by the trial Court on 16.01.2026, the petitioner preferred a revision petition, which was rejected by the Revisional Court while affirming the order dated 16.01.2026.

6. Learned counsel for the petitioner, argued that the condition of requiring an owner of the vehicle/applicant to furnish a bank guarantee/FDR is illegal and the same is not backed by any statute.

7. Learned counsel submitted that the Courts below have relied upon the judgment of Hon'ble the Supreme Court, rendered in the case of **Jai Prakash Vs. National Insurance Company Limited & Ors., reported in (2010) 2 SCC 607** and required the petitioner to furnish a bank guarantee/FDR for the purpose of securing the liability arising from claim of amount of compensation, if filed by the legal heirs of the victim.

8. Taking the Court through the judgment in the case of **Jai Prakash (supra)**, learned counsel argued that Hon'ble the

Supreme Court had simply given suggestion to the Parliament to amend the Motor Vehicles Act, 1988 suitably so that victims of the vehicular accident are assured of reasonable compensation in case the vehicle is not insured.

9. Learned Public Prosecutor, submitted that the petitioner's vehicle was not insured and, therefore, the Courts below were justified in imposing a condition of furnishing bank guarantee/FDR besides the other usual conditions.

10. Heard learned counsel for the parties and perused the material available on record, including the judgment of Hon'ble the Supreme Court in the case of ***Jai Prakash (supra)***.

11. Maybe, the vehicle in question was not insured. But, in case a claim petition filed by the claimants were to be allowed and the liability would be fastened upon the driver or owner of the vehicle, in light of the law of the land, it is for the Insurance Company to first make payment to the claimants and then, recover the amount from the owner of the vehicle and in such case, there shall be first charge over the vehicle, as has been held by Hon'ble the Supreme Court in the case of ***U.P. SRTC Vs. Trilok Chandra [(1996) 4 SCC 362]*** and ***Sarla Verma Vs. DTC [(2009) 6 SCC 121]***.

12. A perusal of the judgment in the case of ***Jai Prakash (supra)***, shows that it contains only suggestions or recommendations and no direction has been issued by Hon'ble the Supreme Court to the Motor Accident Claims Tribunal or even to the Court to ask for bank guarantee or FDR before releasing the vehicle on supurdaginama.

13. The provisions of the Motor Vehicles Act, 1988 have not been amended. There is no provision or law which enjoins upon a



person praying for release of vehicle on supurdaginama is required to furnish bank guarantee or FDR.

14. The condition of requiring the petitioner to furnish bank guarantee or FDR is unconscionable and unsustainable, having no statutory backing.

15. The same is hereby quashed. Impugned orders stand modified accordingly.

16. The other condition of furnishing surety bond of Rs.5,00,000/- and undertaking/supurdaginama as surety bond shall continue.

17. The present petition stands allowed as indicated above.

18. The stay application also stands disposed of accordingly.

(KULDEEP MATHUR),J