
(1999) 04 SC CK 0128

In the Supreme Court Of India

Case No : Criminal Appeal No. 1200 of 1995

Ganga Hire Purchase Pvt. Ltd.

APPELLANT

Vs

State of Punjab and Others

RESPONDENT

Date of Decision : 07-04-1999

Acts Referred:

Narcotic Drugs and Psychotropic Substances Act, 1985 (NDPS) — Section 60

Citation : (2000) 1 ACR 238 : AIR 2000 SC 449 : (1999) AIRSCW 4601 : (2000) 1 ALD(Cri) 320 : (2000) CriLJ 587 : (2000) 70 ECC 18 : (2000) 121 ELT 9 : (1999) 10 JT 254 : (1999) 5 SCC 670 : (1999) 9 Supreme 397

Hon'ble Judges : M. B. Shah, J;G. B. Pattanaik, J

Bench : Division Bench

Final Decision : Dismissed

Judgement

1. The short question that arises for consideration in this appeal is whether on account of the hire purchase agreement, the appellant can be held to be the owner within the ambit of Sub-section (3) of Section 60 of the Narcotic Drugs and Psychotropic Substances Act, 1985 (for short the NDPS Act').

2. Under Sub-section (3) of Section 60 of the NDPS Act, any animal or conveyance used in carrying any narcotic drug or psychotropic substance is liable to confiscation, unless the owner of the conveyance proves that it was so used without the knowledge or connivance of the owner himself, his agent, if any, and the person-in-charge of the animal or conveyance and that each of them had taken all reasonable precaution against such use. There is no dispute that the vehicle in question was found to be carrying certain narcotics. The bone of contention of the appellant is that in view of the hire purchase agreement, the appellant continues legally to be 'the owner' of the vehicle so long as the entire hire purchase money has not been paid and therefore unless and until it is established that the vehicle was used for carrying of narcotics with the knowledge of the appellant, an order of confiscation could not have been passed. In support of this contention, reliance has been placed on a decision of a learned

single Judge of Rajasthan High Court in the case of The Punjab Kashmir Finance Pvt. Ltd. Vs. State, The expression "owner" has not been defined in the NDPS Act. There is also no dispute that under the hire purchase agreement the title to the vehicle is retained with the appellant until and unless the entire hire purchase money is paid back. But, if the contention of the appellant is accepted, then all the vehicles which have been purchased on hire purchase basis, cannot be confiscated notwithstanding the fact that the vehicles were found to be used for commission of offences under the NDPS Act in carrying narcotic and psychotropic substances. The very purpose for engrafting Sub-section (3) of Section 60 of the NDPS Act is to have it as a deterrent measure to check the offences under the Act in question which have been found to be dangerous to the entire society. In the absence of any definition of "owner" in the NDPS Act, it would be reasonable for us to construe that the expression "owner" must be held to mean the "registered owner" of the vehicle in whose name the vehicle stands registered under the provisions of the Motor Vehicles Act.

3. In view of the aforesaid interpretation of the expression "owner" in Sub-section (3) of Section 60 of the NDPS Act, the appellant cannot be permitted to urge that the order for confiscation is bad as he had no knowledge of the fact that the vehicle was used for carrying any narcotic substances. The High Court, therefore, in our opinion, was justified in rejecting the contention of the appellant that the truck in question having been taken on a hire purchase agreement, for the purpose of Sub-section (3) of Section 60, the appellant shall be treated to be the owner.

4. In the aforesaid premises, we do not find any merits in this appeal which is, accordingly, dismissed.