
(2020) 09 MP CK 0084

In the Madhya Pradesh High Court

Case No : Miscellaneous Criminal Case No. 27201 Of 2020

Sahkari Bipanra Samiti Maryadit

APPELLANT

Vs

State Of M.P

RESPONDENT

Date of Decision : 07-09-2020

Acts Referred:

Code Of Criminal Procedure, 1973 — Section 482
Indian Penal Code, 1860 — Section 279, 304A, 337

Citation : (2020) 09 MP CK 0084

Hon'ble Judges : Virender Singh, J

Bench : Single Bench

Advocate : Vikas Yadav, Manu Maheshwari

Final Decision : Partly Allowed

Judgement

1. This is a petition under Section 482 of Cr.P.C. to relax the condition imposed vide order dated 13.07.2020 rendered by the learned Revision Court in Cr.R. No. 94/2020 either to furnish a bank guarantee of Rs. 40 lakhs or to fix deposit the same amount with some nationalized bank for interim custody of tractor of the petitioner

2. The facts in brief are that the petitioner, who is a Marketing Cooperative Society, had purchased a Sonalika DI60RX TURBO tractor bearing registration No. MP-41-AA-7612 in the year 2011. This tractor met with an accident on 7. 06.2020 resulting in death of two persons and injuries to other two. Crime No.228/2020 under Sections 279, 337 and 304 A of IPC was registered at Police Station-Khategaon, Dewas and the tractor was seized by the police. The petitioner approached the trial Court (J.M.F.C., Khategaon, Dewas) for interim custody of the tractor. The trial Court dismissed his application vide order dated 25.06.2020 observing that on the date of the accident, the tractor was uninsured. Against this order, the petitioner preferred Criminal Revision No.94/2020. Vide order dated 13.07.2020, the Revision Court allowed the revision, but citing the judgment of the Hon'ble Supreme Court rendered in the

case of Jayprakash Vs. National Insurance Company and others S.L.P. (Civil) No.11801-04/2005 decided on 17.12.2009 reported in (2010) 2 SCC 607 and the direction issued pursuant thereto, imposed the aforesaid condition of furnishing bank guarantee or fix deposit of Rs. 40 lakhs. Few other conditions to ensure the presence of the tractor as and when required/directed by the Court were also imposed, but they are not the subject matter of this petition.

3. Grievance of the petitioner is that the tractor was purchased in the year 2011 for about Rs. 7,00,000/- and its current book value is less than Rs. 2 lakhs. The petitioner is a Marketing Cooperative Society and is involved in the implementation of the government schemes of distribution of fertilizers, seeds, kerosene etc. to the farmers and works for marginal profit. The condition imposed by the learned Revision Court has rendered the relief granted to the petitioner redundant to a great extent as the learned Revision Court has directed to furnish more than 20 times of the value of the vehicle seized.

4. It is further argued that the petitioner Society is working in public interest for a minimum profit margin. It has other immovable property in its name and if such situation arises, it will pay the amount of compensation to the complainant. In case the condition is not relaxed, the petitioner will not be able to avail the relief granted by the learned Revision Court and the vehicle will be ruined due to absence of due care and maintenance. The condition of the tractor will deteriorate daily and that will further reduce its value. Keeping the vehicle in police station would avail no purpose. Even auctioning the vehicle would lead to no substantial gain. In case this condition is not relaxed, the petitioner would prefer not to take the interim custody. Therefore, it is prayed that the condition imposed by the trial Court be relaxed to make the order of the learned Revision Court effective, practical and operational.

5. Learned Panel Lawyer fairly acceded the fact that the condition imposed by the learned Revision Court is too harsh, difficult to comply with for several reasons and disproportionate to the cost of the tractor.

6. The Hon'ble Supreme Court in para 41 of the judgment delivered in Jay Prakash's case (supra) has concluded that:

41. where there is no insurance cover for a vehicle, the owner should be directed to offer security or deposit an amount, adequate to satisfy the award that may be ultimately passed, as a condition precedent for release of the seized vehicle involved in the accident. If such security or cash deposit is not made, within a period of three months, appropriate steps may be taken for disposal of the vehicle and hold the sale proceeds in deposit until the claim case is disposed of. The appropriate Governments may consider incorporation of a rule on the lines of Rule 6 of the Delhi Motor Accidents Claims Tribunal Rules, 2008 in this behalf.

7. Under the facts and circumstances of the case, considering the current value of the tractor and other facts and circumstances of the case, I deem it appropriate to relax the condition imposed by the Revision Court. Instead of

furnishing Bank guarantee or fix deposit receipts, the President/Chairperson of the Society or the person authorized by him is directed to deposit the amount equal to the no fault liability subject to the disbursement of the same by the concerned MACT and to furnish Supurdaginama of Rs.10,00,000/- (Rupees ten lakhs) with one solvent surety in the like amount to the satisfaction of the Court concerned. All the other conditions imposed by the revision Court shall remain intact.

8. With the aforesaid, present petition is partly allowed and disposed off.