

**Rambha Devi Vs. State of Bihar and anr.**

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**Court :** Patna

**Decided On :** Jun-29-2000

**Judge :** D.N. Prasad, J.

**Appeal No. :** Cr. Misc. No. 8410 of 1999 (R)

**Appellant :** Rambha Devi

**Respondent :** State of Bihar and anr.

**Disposition :** Application Dismissed

**Judgement :**

**D.N. Prasad, J.**

1. This application has filed under Section 482 of the Code of Criminal Procedure for release of the truck No. BPO 5925 which has been seized in connection with Bermo PS Case No. 141/1997 which was registered under Sections 406, 420 and 120B of the Indian Penal Code.

2. The short facts giving rise to this application that the Informant along with his partner/petitioner (Rambha Devi) had purchased truck No. BPO 5925 for the total value of Rs. 2,70,000/- out of which the Informant paid a sum of Rs. 2,04,000/- and the rest amount was paid by the petitioner Rambha Devi on 19.11.1996 and the truck started plying under the care of the husband of the petitioner and the

informant. It is further alleged in the FIR that on 20.11.1996 the petitioner and her husband came at the residence of the informant and decided that the vehicle will henceforth ply at Bokaro and they would give Rs. 2,04,000/- in 18 monthly instalments and for which an agreement was also entered. It is also alleged that the petitioner and her husband submitted 18 cheques to the informant which has been presented in the Bank but the same was dishonoured. It is also alleged that the vehicle in question was registered in the joint name of the informant and the petitioner.

3. A counter-affidavit on behalf of the Opposite Party No. 2 has also been filed claiming therein that the informant had already paid a sum of Rs. 2,04,000/- out of total amount of Rs. 2,70,000/- and the petitioner Rambha Devi had sold her share in the truck on 28.12.1996 for a consideration of Rs. 1,75,000/- and executed a sale-deed and also sworn affidavit to this effect and there is no illegality in the impugned order and the finding of the trial Court has also been affirmed by the Revisional Court about releasing of the truck in favour of the informant and as such the petition filed by the petitioner is fit to be dismissed.

4. Heard the learned Counsel appearing on behalf of the petitioner and also the counsel for the O.P. No. 2 as well as A.P.P. for the State.

5. The learned Counsel appearing on behalf of the petitioner submitted, at the very outset, that the said truck was registered in the joint name of the informant and the petitioner, as well as there was an agreement on 20.11.1996 but the F.I.R. has been lodged on 31.10.1997 and there is no mention in the Written report/FIR about hire purchase agreement. It is also submitted that the petitioner is also a registered owner along with informant but the said truck was released in favour of the informant and the Court below has decided the title of the said truck but the Criminal Court has got no jurisdiction or power to decide the right and title of the article. It is also submitted that in case of partnership, there is no application of Section 406, IPC since there is no question of entrustment and as such the impugned order releasing the truck in favour of the Informant is fit to be set aside.

6. On the other hand, the learned Counsel appearing for the Opposite Party No. 2 contended before me that there is no illegality in the impugned order to be

interfered and the lower Court as well as the revisional Court are consistent in passing the order about releasing the truck in favour of the informant who had deposited a sum of Rs. 2,04,000/- out of Rs. 2,70,000/- and so the learned Court below has rightly released the truck in favour of the informant.

7. Admittedly, the truck in question was registered in the joint name of the petitioner and the informant. It is also admitted position that the informant had paid a sum of Rs. 2,04,000/- out of Rs. 2,70,000/-. From bare perusal of the Written report/FIR, it is clear that there was an agreement prepared in the house of the informant. It further appears that the truck in question is a commercial vehicle and admittedly, the informant is also the owner of the said truck as well as he had paid a sum of Rs. 2,04,000/- out of Rs. 2,70,000/- wishes value of the truck and as such the order releasing the truck in favour of the registered owner, the informant, does not require to be interfered at this stage and the learned Court below as well as the revisional Court rightly released the truck in favour of the informant on executive of the indemnity bond and also with a condition not to sell the said truck to any person without permission of the Court.

8. However, it is true that the Criminal Court has no right or jurisdiction to enter into the question of right and title of the article in question.

9. In the above facts and circumstances of the case, there appears no merit in this application and the impugned order does not require to be interfered.

10. Thus, the application is, hereby, dismissed.

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