

Sanmukhdas Vs. State

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SooperKanoon Citation : sooperkanoon.com/752459

Court : Rajasthan

Decided On : Sep-05-1951

Reported in : 1952CriLJ1256

Judge : Atma Charan, J.C.

Appellant : Sanmukhdas

Respondent : State

Judgement :

ORDER

Atma Charan, J.C.

1. Heard the parties.

2. This is an application in revision from the order of the trial court by a surety forfeiting his bond Under Section 514 of the Cr.P.C. The contention of the surety is that the bond had not been taken strictly in accordance with the provisions of the law as laid down Under section, 499 of the Cr.P.C. and that, as such, it was void and could not have been forfeited. It is alleged that the accused had not entered into any personal bond as required Under Section 499 of the Cr.P.C. The counsel for the surety for this relies on the rulings as cited in Govind Chandra v. State AIR 1951 Cri 18 & Chamra Meher v. State of Orissa AIR 1951 Cri. 179. The perusal of these rulings however, goes to show that no personal bond had in fact been taken from the accused concerned in those cases.

3. In the present case the perusal of the record of the trial court goes to show that the accused was ordered to be released on bail on his executing a personal bond in the sum of Rs. 1000/- with one surety in the like amount. No doubt, the personal bond is not forthcoming and obviously somehow appears to have been misplaced. There is no reason to suppose that the accused would have been released on bail unless his personal bond had been taken by the jail authorities. This presumption could safely be drawn Under Section 114 of the Evidence Act.

4. In the ruling as cited in Reoti Prasad v. Emperor AIR 1934 All 1046, in considering Sections 499 and 514 of the Cr.P.C., it has been held that 'where a surety executes a bond for the appearance of the accused but no similar bond is executed by the accused himself, the surety does become amenable to the penalties contemplated by law in the event of his failure to produce the accused, that the two bonds, the one by the accused and the other by the surety contain different undertakings, and the validity of the one does not depend on the validity of the other.' The same view was taken in Nisar Ahmad v. Emperor AIR 1945 All 389 overruling Brahma Nand Misra v. Emperor AIR 1939 All 682. There is thus no reason for me to hold that the surety-bond could not have been forfeited by the trial Court.

5. The application in revision accordingly is dismissed.