

Jamna Lal Vs. the State of Rajasthan

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Court : Rajasthan

Decided On : Jan-23-1991

Reported in : 1991(1)WLN169

Judge : B.R. Arora, J.

Appeal No. : S.B. Criminal Revision Petition No. 193 of 1988

Appellant : Jamna Lal

Respondent : The State of Rajasthan

Disposition : Petition dismissed

Judgement :

B.R. Arora, J.

1. This revision petition is directed against the order dated December 13,1987, passed by the Additional Munsif and Judicial Magistrate, First Class No. 2, Bhilwara, by which the learned Judicial Magistrate ordered for the custody of the tractor No. RSE 7633 alongwith the trolley.

2. Jamna Lal lodged a First Information Report at the Police Station, Hamirgarh, on November 27, 1987 Under Sections 147 and 323, I.P.C. against Roopa Ram, Behru, Amba Lal, Badri and Madho Lal. During investigation; the tractor No. RSE 7633, alongwith trolley, was seized by the Investigating Officer. After the seizure of the tractor and the trolley, Roopa and Jamna Lal, both, moved separate applications for the custody of the tractor and trolley. The learned Magistrate, by his order dated December 18,1987, ordered that the custody of the tractor may be given to Roopa Ram. In coming to this conclusion, the learned trial Court took into consideration the agreement dated August 21,1987, arrived-at between the parties. He also, opined that the possession of the tractor was with Roopa Ram. The learned Magistrate, after considering the materials on record, allowed the application filed by Roopa Ram and ordered for The custody of the tractor to Roopa Ram and dismissed the application filed by Jamna Lal.

3. I have heard the learned Counsel for the petitioner and the learned Public Prosecutor.

4. It is not in dispute that a compromise was arrived-at between Roopa Ram and Jamna Lal, in which the loan amount was settled between the parties. It was agreed that Roopa Ram will pay a sum of Rs. 18.680/- which was arrived-at after taking into account the loan account and it was further agreed that out of Rs. 18.680/-, Rs. 6000/- has been paid by Roopa Ram to Jamna Lal and out of the remaining amount. Rs. 6000/- will be paid by Roopa Ram on October 21,1987 and the remaining Rs. 6680/- will be paid on January 28,1988 and in pursuance to this agreement, the delivery of the tractor was given to Roopa Ram. It was, also agreed that if the amount will not be paid, then the balance amount will be liable for carrying interest @ Rs. 1.50 per month and Jamna Lal will, also, be entitled to take possession of the tractor. Both the parties did not deny the existence of this agreement, rather both accepted that this agreement was arrived-at between the parties.

When this agreement was arrived-at between the parties then the possession of the tractor was with Roopa Ram and if any amount has not been paid then at the most that can be a civil liability and not a criminal offence. The learned Counsel for the non- petitioner Roopa Ram submitted that his client has paid the balance instalments to the bank and will pay the amount of the remaining instalments in connection with the loan amount for this tractor. After considering the evidence on record, I am, also, of the view that Roopa Ram was the person best entitled for the custody of the tractor.

5. In this view of the matter, I am of the opinion that the learned lower Court has not committed any illegality in ordering the custody of the tractor in favour of Roopa Ram.

6. In the result, this revision petition, filed by the petitioner, has got no force and is hereby dismissed. However, I may make it clear that the instalments of the bank loan against the tractor No. RSE 7633 shall be paid by Roopa Ram.

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