



ORDER BELOW EXH.1

The present application is filed under section 503 of The Bharatiya Nagarik Suraksha Sanhita (hereinafter referred to as BNSS) seeking interim custody of **Truck (Close Body)** bearing registration No.**HR-55/T-4329**, Chassis No. **MC230MRF0EV036619** and Engine No. **E683CDEB530743** involved in CR No.**586/2026** registered with Warora Police Station.

2. The applicant through his power of attorney holder Vanwas Hemraj Meshram submits that he is the owner of the said vehicle. The police seized the vehicle in the said crime merely on the suspicion. He submits that, due to unavailability of time from his business he has appointed power of attorney holder for legal proceeding. He needed the vehicle for his business purpose and, if the vehicle is not released on suprutnama, the vehicle will be damaged. The possibility of damage of the vehicle cannot be ruled out, if kept lying in the police station. Against the backdrop of the above submissions, he prayed that the vehicle be released on suprutnama in the interest of justice.

3. The learned APP has filed his say and and oppose the application and submitted that present vehicle is important part in evidence. Hence, prayed for rejection of application. I.O. filed say at Exh. 7 and submitted that investigation relating to seized

vehicle is yet not completed. Also investigation is in initial stage in respect original owner of vehicle and other co-accused. The investigating officer filed say and submitted that if vehicle is released the applicant may create third party interest and again use in committing the offence.

4. Pyar Foundation Chandrapur is failed to file say. Hence, the application proceeded without his say.

5. Perused record and heard respective advocates for applicant. Moreover heard learned APP. At this point it is necessary to consider ratio laid down by the **Hon'ble Apex Court** in case of **Tirthkumar Shau and another Vs. Sahid Shamim Quadri and another**, S. L. P. (Criminal) Diary No. 21489/2019, decided on 05/07/2019. Wherein the Hon'ble Apex Court held that, while considering the application under Section 457 of the Criminal Procedure Code, the Magistrate shall take into consideration the Provisions of the Prevention of Cruelty to Animals (Care and Maintenance of Case Property Animals) Rules, 2017.

6. In the present case, the owner of vehicle has claimed vehicle. As per Section 8 of The Maharashtra Preservation of Animals Act, 1976, pending trial, seized cow, bull or bullock shall be handed over to the nearest Gosadan, Goshala or such other Animal Welfare Organizations willing to accept such custody and the accused shall be liable to pay to their maintenance for the period they remain in custody with any of the said institutions or organizations as per the orders of the court.

7. In view of sub-rules 4 and 5 of the Prevention of Cruelty to Animals (Care and Maintenance of Case Property Animal) Rules, 2017, it is pertinent to note that if the vehicle is involved in offence, the magistrate is enjoined to direct the vehicle to be held as security and in case of offence relating to transport of animals, the vehicle owner, consignor, consignee, transporter, agents and other parties involved shall be jointly and severally liable for the cost of transport, treatment and care of animals.

8. In view of above quoted rules, the seized vehicle is liable to be held as security and owner of the vehicle to pay for the cost of transport, maintenance and treatment of the seized Cattle.

9. As per Sub-Rule (1) of Rule 5 of the Rules, 'the Magistrate shall determine a sufficient amount to cover all the reasonable cost incurred and anticipated to be incurred for transport, maintenance and treatment of the animal and direct the accused and owner to execute bond of the determined value with sureties within three days, failing which the animal shall be forfeited to the Goshala.

10. As per sub-rule (2) of Rule 4 of the Rules,' The Magistrate shall use the rates specified by the State Board as the minimum specified rates for transport, maintenance and treatment of the seized Cattle'. So far as cost of maintenance is concerned, notification issued by the Animal Welfare Board of India dated 03/05/2018 and notification issued by the Maharashtra Animal Welfare Board, dated 02/07/2019 is helpful, whereby fees for the livestock seized fixed on daily basis. As per notifications the fees for per animal per day for maintenance and care for cow and

cattles for large animals have been fixed @ 200/- per day. The Minimum Rates Chart for Animal care and Maintenance is as under.

<u>Description of the Animal</u>		<u>Suggested Minimum Rates</u>
30 Animal	Daily maintenance and care of animals	<u>Rs.200/- per day per Animal</u> (30 Animals x 56 days from 01.05.2026 to 25.06.2026) x Rs.200/- = Rs.3,36,000/-

11. Thus, the applicant is jointly with another accused and severally liable to pay **Rs.3,36,000/-** to the Pyar Foundation Chandrapur.

12. In addition to the above, it is abundantly clear that the seized vehicle can be held as security, and it cannot be released in favour of the owner thereof, unless he executes the bond as contemplated under Rule 5(1) of the Rules. So Also, the Hon'ble Bombay High Court in the case of Altaf Babru Shaikh Vs State of Maharashtra and Anr. (2022 SCC OnLine Bom 10330) held that the owner of a vehicle from which animals were seized under the Prevention of Cruelty to Animals Act, is liable for the cost of transport, treatment and care of the animals. Thus applicant being merely the owner of the vehicle, cannot be a ground to be absolved of the responsibility to pay the amount towards maintenance and health inspection of animals.

13. While considering the prayer to release the custody of vehicle it would be proper to mention here that, in the matter of Sunderbhai Ambalal Desai Vs. State of Gujrat reported in AIR 2000 (SC) 638, the Hon'ble Supreme Court in para No. 17 held as-

“ in our view whatever is the situation, it is of no use to keep the seized vehicle at that police station for a long period. It is for the Magistrate to pass appropriate order by taking appropriate bond and guarantee as well as security for return of the seized vehicle, if required at any point of time. This can be done pending hearing of the application for return of the seized vehicles ”.

14. It is to be noted that, on the perusal of the verified copy of R.C. Book of the vehicle, Aadhar Card, special power of attorney, it appears the seized vehicle is standing in the name of applicant. Further the verified copy of Aadhar Card shows that the applicant is the same person. Hence, considering the facts in hand and observation of the **Hon'ble Supreme Court** in the matter of **Sunderbhai Desai** cited (supra), if the vehicle is kept in open premises of police station and it is not in use, its parts will get damaged. No purpose will be served by keeping the seized vehicle. No one except the applicant came forward for the interim custody of the seized vehicle. He is ready to abide by the terms and conditions imposed by the court. Therefore, the applicant seems to be a fit person to hand over interim custody of the seized vehicle. So far as apprehensions of learned APP and IO is concerned, at the time of allowing the prayer to release vehicle certain conditions are required to be imposed on the applicant.

1. Considering all the above aspect and as the application is deserves to be allowed. Hence, following order is passed.

ORDER

1. Application is disposed of subject to following terms and conditions:-

(i) The applicant shall jointly with accused and severally liable to pay **Rs.3,36,000/-/-** to the Pyar Foundation Chandrapur towards care and maintenance of 30 animals for the period of 56 days within three days from the date of this order failing which the shall be forfeited to the Pyar Foundation Chandrapur, vide Rule 5(1) of The Prevention of Cruelty to Animals (Care & Maintenance of Case Property Animals) Rules, 2017.

(ii) Applicant shall furnish the bond of Rs.5,00,000/- and solvent surety and deposit of arrears of maintenance charges up to specified date. The bond shall be execute before the police station.

(iii) If the applicant or vehicle owner fails to comply above terms i.e. clause 1(i) and 1(ii), the local authority shall recover the same as an arrears of Rent Revenue, vide Section 35 (5) of the Prevention of Cruelty to Animals Act, 1960.

2. The seized vehicle bearing registration no. **HR-55/T-4329**, Chessis No. **MC230MRF0EV036619** and Engine No. **E683CDEB530743** involved in CR No.586/2026 registered with Sadar Bazar Police Station shall be released in favour of applicant on execution of suprutnama bond of Rs.2,00,000/- (Two Lakh only) along with the solvent surety in the like amount on condition that he shall not alienate or change the nature of the seized vehicle in any manner and he shall produce the said vehicle as and when required by the court.

3. The vehicle shall be held as security vide Rule 5(4) of the Prevention of Cruelty to Animals (Care & Maintenance of Case Property Animals) Rules, 2017.
4. The Investigating Officer shall conduct detail panchnama and take photographs of seized vehicle at the costs of applicant and obtain his signature thereon, before releasing the same and file the same in the concerned case.
5. The Investigating Officer shall take steps under Rule 3(a) of The Prevention of Cruelty to Animals (Care & Maintenance of Case Property Animals) Rules, 2017 to ensure health inspection, identification and marking of the seized animal through the jurisdictional Veterinary Officer deployed at Government Veterinary Hospital of the area and such marking may be done by ear tagging or by chipping or by less irksome advanced technology and submit a compliance report along with photographs in the court in that behalf.
6. 'Pyar Foundation Chandrapur' shall file health report of seized calf every month till further order or till conclusion of this trial.
7. Investigating Officer shall hand over interim custody of vehicle to the applicant after compliance of the above terms.

(Vinayak P. Kumbhar)

Date : 25.06.2026

Judicial Magistrate First Class, Waora.

CERTIFICATE

I affirm that the contents of this PDF file Judgment is same word to word as per the original Judgment.

- (a) Name of Stenographer (III) :- R.S. Lokhande
- (b) Court :- 2nd Jt. CJJD & JMFC, Warora
- (c) Judgment signed by P.O.on :- 25.06.2026
- (d) Judgment uploaded on :- 25.06.2026