

MHLA140009912026



Received on : 13/04/2026

Registered on : 13/04/2026

Decided on : 20/06/2026

Duration : 00Y, 02 M, 07 D

IN THE COURT OF CIVIL JUDGE JUNIOR DIVISION,
AUSA, DIST. LATUR
(Presided over by Shri Awate P.P.,)

Cri.M.A.No.76/2026

Exh.01

Rijavan Hanif Chandija,

Age – 33 years, Occ. – Business,

R/o. House No.5, Khadaki Road,

Ward No.12, Pansemal, Barwani,

Madhya Pradesh – 451 770

...Applicant

Versus

The State of Maharashtra,

Through, Inspector / Investigating Officer,

Excise Department, Nilanga,

Tq. Nilanga, Dist. Latur

..Respondent

Claim : Application under section 503 of B.N.S.S. Act,
2023 for release of seized property.

Shri. I.M. Tamboli - Learned Advocate for the Applicant.

Smt. A.N. Nilekar - Learned Asst. Public Prosecutor for Respondent

AND

MHLA140010752026



Received on : 17/04/2026

Registered on : 18/04/2026

Decided on : 20/06/2026

Duration :00Y, 02 M, 03 D

IN THE COURT OF THE CHIEF JUDICIAL MAGISTRATE,

AUSA, DIST. LATUR.

(Presided over by Shri Awate P.P.,)

Cri.M.A.No.79/2026

Exh.01

Sunil Ramdas Sonawane,

Age – 36 years, Occ. – Business,

R/o. Dondwada, Tq. Pansemal, Dist. Badwani

(Madhyapradesh)

...Applicant

Versus

The State of Maharashtra,

Through, Inspector / Investigating Officer,

Excise Department, Nilanga,

Tq. Nilanga, Dist. Latur

..Respondent

Claim : Application under section 503 of B.N.S.S. Act,
2023 for release of seized property.

Shri. S.C. Birajdar - Learned Advocate for the Applicant.

Smt. A.N. Nilekar - Learned Asst. Public Prosecutor for Respondent

COMMON ORDER

(Delivered on this 20th day of June, 2026)

The instant Cri.M.A.No.76/2026 is filed by Rijavan Hanif Chandija, (hereinafter referred to as “Applicant No.1”) seeking interim custody of Ashok Leyland Ltd. Ecomet 1214E4 GDSCHS4200N3 BS4 vehicle bearing Reg.No.MP-09-GH-0633 and the another Cri.M.A.No.79/2026 is filed by Sunil Ramdas Sonawane, (hereinafter referred to as “Applicant No.2”) seeking interim custody of Ashok Leyland Ltd. Ecomet 1214E4 GDSCHS4200N3 BS4 vehicle bearing Reg.No.MP-09-GH-0633 and Vivo Mobile phone bearing IMEI No.861577085322027.

2] The both miscellaneous applications vis; Cri.M.A.No.76/2026 and Cri.M.A.No.79/2026 are filed by respective applicants for return of interim custody of their vehicle as well as mobile phone arose from Crime No. 45/2026 registered at Ausa Police Station, Ausa- Latur.

3] Perused all the applications and called say of I.O. and prosecution. The say cum reply of learned A.P.P. and I.O. is filed on record. The sufficient opportunity of hearing has been granted to advocate for applicants, Ld. A.P.P. and I.O. at length.

4] Before touching to the merit of the applications, it is rather desirable to put certain facts on the record, in order to dispose both applications finally.

5] The informant has lodged report to Excise police station, Nilanga regarding transport of illegal liquor on 14/02/2026.

Accordingly, Crime No. 45/2026 is came to be registered at Excise police station, Nilanga against accused under Sec. 65(a)(e), 81, 83, 90, 103 and 108 of Maharashtra Prohibition Act.

6] The informant A.S.I. Shri. Gunale has lodged report on 14/02/2026, at about 14.30 to 21.30 p.m. to Excise Police Station, Nilanga and mentioned that, accused are transporting illegal liquor without permission, through the vehicle bearing registration no. MP-09-GH-0633. Accordingly, the Excise Inspector of Nilanga police station has taken cognizance and registered the alleged offence.

7] The applicant No.1 Rijavan Hanif Chandija claims to be the registered owner of abovesaid seized property namely Ashok Leyland Ltd. Ecomet 1214E4 GDSCHS4200N3 BS4 vehicle bearing Reg.No.MP-09-GH-0633 and contended that he has sold that vehicle to the another person namely Sunil Ramdas Sonawane vide notarized agreement on 06/02/2026 subject to satisfaction of loan EMI's and interest. However, the purchaser Sunil Ramdas Sonawane does not complied the terms of agreement and engaged in illegal transportation of liquor. Therefore, the applicant no.01 has prayed to handover the interim custody of above said vehicle to him.

8] Similarly, the applicant No.2 Sunil Ramdas Sonawane also claimed to be owner of the seized property namely Ashok Leyland Ltd. Ecomet 1214E4 GDSCHS4200N3 BS4 vehicle bearing Reg.No.MP-09-GH-0633 and Vivo Mobile phone bearing IMEI No.861577085322027 and contended that he has purchased the abovesaid mobile phone and vehicle from Rijavan Hanif Chandija for

his daily use. Therefore, the applicant no.02 also prayed to handover the interim custody of abovesaid vehicle to him alongwith seized Vivo mobile phone.

9] The Adv. Tamboli appeared for applicant no.1 and the Adv. Birajdar appeared for applicant no.2. The A.P.P. Smt. Nilekar appeared for state in both the applications. Perused the record and case papers. Both the applicant has loudly submitted that, the interim custody of abovesaid vehicle and mobile phone be handed over to the applicants respectively.

10] *Per contra*, Ld. A.P.P. for the State appeared and filed their say cum reply below every application itself. She had vehemently submitted that, the applicants are not farmers and they have filed forged receipts without endorsement. Similarly, I.O. submitted in consonance with prosecution in his say filed on record. The prosecution jointly prayed to reject the all the applications as they are devoid of any merit.

11] Heard, both sides at length. The applicant no.1 argued that, he is the registered owner of abovesaid seized vehicle Ashok Leyland Ltd. Ecomet 1214E4 GDSCHS4200N3 bearing Reg.No.MP-09-GH-0633. However, he further submitted that, he has sold that vehicle to the applicant no.2 namely Sunil Ramdas Sonawane vide notarized agreement on 06/02/2026 subject to satisfaction of loan EMI's and interest. He further argued that, the applicant no.2 did not complied as per notarized agreement on 06/02/2026. Similarly, without consent or knowledge of applicant no.1, applicant no.2

engaged in illegal transportation of liquor. Moreover, applicant no.2 also argued that, he becomes the registered owner of abovesaid seized vehicle Ashok Leyland Ltd. Ecomet 1214E4 GDSCHS4200N3 bearing Reg.No.MP-09-GH-0633 as he has purchased the abovesaid vehicle from applicant no.1 on payment of Rs.2,40,000/- as consideration as per agreement dated 06/02/2026. Therefore, he is entitled for interim custody of abovesaid vehicle and seized Vivo mobile phone.

12] In the light of argument advanced and above mentioned circumstances, perused documents filed on record alongwith receipts. On meticulous perusal of record, it reveals that, applicant no.1 and applicant no.2 has executed a notarized agreement cum MOU on 06/02/2026 at Panselam at Madhya Pradesh. On perusal of recitals of the agreement (MOU) it appears that, applicant no.1 has received the consideration amount to the tune with Rs.2,40,000/- from the applicant no.2. Similarly, it is agreed that, applicant no.2 has to comply with all the dues and EMI's of the finance company to which the vehicle is hypothecated. It is also agreed that, the abovesaid vehicle will handover in the name of applicant no.2 on compliance of terms of agreement and satisfaction of dues of finance company. Moreover, on perusal of RTO documents, registration certificate (R.C.) alongwith insurance papers it appears that, the alleged vehicle is hypothecated to the third party finance company namely Hinduja Leyland Finance Ltd. Indore, Barwani – 452020. Nonetheless, it is very much surprising that, neither applicant no.1 nor applicant no.2 has made party to the hypothecated party - finance company namely Hinduja Leyland Finance. Moreover, it is pertinent to note that,

neither the applicant no.1 nor the applicant no.2 has complied with the terms and conditions of said agreement (MOU). Both of them not even bothered to transfer of ownership of abovesaid vehicle after the lapse of substantial period after the abovesaid agreement (MOU). *Prima facie* it appears that, the so called agreement (MOU) has been executed on 06/02/2026 in State of Madhya Pradesh(M.P.) and the impugned offence is registered after a week in state of Maharashtra. Similarly, both the applicants have admitted the fact of agreement cum MOU executed among them. However, both of them claiming the interim custody of abovesaid vehicle. Therefore, it reveals that, the impugned agreement cum MOU caused with genuineness and credibility issues.

13] The applicant no.2 has claimed that, he is the exclusive owner of Vivo Mobile phone bearing IMEI No.861577085322027. In support of the contention he has relied upon the mobile phone purchase receipt. On perusal of that mobile receipt, it bears the name of applicant no.2 who has purchased the abovesaid mobile from a store namely Mangalam Mobile Stores, Panselam (M.P.). Similarly, it is necessary to mention that, none other than applicant no.2 has claimed the interim custody of the abovesaid mobile phone. Therefore, it is justified to deliver interim custody of the abovesaid mobile to the applicant no.2.

14] Thus, in view of abovesaid discussion as well as considering the nature of offence following order is passed in the interest of justice;

ORDER

1)	The applications bearing Cri. M. A. No. 76/2026 is rejected
	The applications bearing Cri. M. A. No. 79/2026 is partly allowed
2)	The interim custody of Vivo Mobile phone bearing IMEI No.861577085322027 shall remain with the applicant no.2 until conclusion of trial.
3)	The Investigating Officer is further hereby directed to make detail panchanama and snap one photograph of the above-said Vivo Mobile phone bearing IMEI No.861577085322027 and then hand-over it's custody to the applicant.
4)	The applicant no.2 shall not change the structure and body of the above-said Vivo Mobile phone bearing IMEI No.861577085322027 till conclusion trial.
5)	The applicant no.2 is also directed not to dispose of, sell, transfer the above-said Vivo Mobile phone bearing IMEI No.861577085322027 in any manner till conclusion of the trial.
6)	The applicant no.2 is also directed to produce the above-said Vivo Mobile phone bearing IMEI No.861577085322027 as and when required by the I.O. during the investigation and trial.
7)	Copy of this order be kept with police papers in the Court

(Dictated and pronounced in open court.)

Date : 20/06/2026

Place : AUSA.

(Shri. Awate P. P.)

Judicial Magistrate First Class, AUSA.