

MHNG090046292025



**COMMON ORDER BELOW EXH.1 and Exh.07 IN**  
**CRI.M.A.NO. 360/2025**  
**(Azaruddin Banjara Husain Banjara Power of Attorney**  
**Holder of Raseed Mohammad Kamruddin vs. The**  
**State of Maharashtra.)**

Both these applications are relating to the same crime and reliefs claimed in these applications are connected to each other. Hence, they are taken together for disposal by this common order.

**Brief facts of Exh.01 :**

2. This is an application filed under Section 503 of the Bharatiya Nyaya Sanhita, 2023 seeking interim custody of vehicle **TATA LPS 4018 bearing registration No. RJ14GE6623 Chasis No. MAT447221C3G19742 and Engine No. 21G63274147**, (In short 'the vehicle') seized in Crime No.581/2025 registered at Police Station, Kelwad.

3. The applicant contended that, he is registered owner of above mentioned vehicle and he has executed the power of attorney in the name of Azruddin Banjara Husain Banjara to deal with the issue of custody of the vehicle. Police has seized his vehicle in Crime No. 581/2025 registered at Police Station, Kelwad. He further contended that, he is ready to furnish indemnity bond and abide with each and every conditions imposed by the Court. Hence, he prayed that, the application may be allowed.

4. Investigating Officer has filed his say wherein he opposed to release the above said vehicle submitting that the vehicle may again used for commission of similar kind of crime by accused. Learned A.P.P has also resisted present application by submitting that if the said vehicle released, the possibility of changing nature of the vehicle cannot be ruled out. Moreover, the said vehicle is registered at Rajasthan, therefore applicant will not produce the said vehicle as and when required.

**Brief facts of Exh. 07:-**

5. Intervener namely Nirashrit Govansh Seva Foundation has filed intervention application vide Exh.7 and claimed cost of care and maintenance of seized 50 cattles from the main applicant/owner of vehicle and accused involved in Crime No. 581/2025 registered at Police Station, Kelwad.
6. It is contended that, on 09.12.2025 Police Officials of Police Station, Kelwad have handed over custody 50 cattles to it for treatment, care and maintenance of cattles. Since then, it has incurred expenses for each cattle for care and maintenance of cattles. The intervener is seeking maintenance amount of 50 cattles each at the rate of Rs.200/- per day from the date of receipt till the date.
7. Perused entire record of the matter. Parties are absent for argument.
8. Before adverting to the facts as well as merits of the main application and intervention application (Exh.07), it is beneficial to refer Rules 3 to 5 of the Rules, 2017 which are as follows :-

***“Rule 3. Custody of animals pending litigation. —***  
*When an animal has been seized under the provision of the Act or the rules made thereunder*  
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*(a) the authority seizing the animal shall ensure health inspection, identification and marking such animal, through the jurisdictional veterinary officer deployed at Government Veterinary Hospital of the area and marking may be done by ear tagging or by chipping or by any less irksome advance technology but marking by hot branding, cold branding and other injurious marking shall be prohibited;*

*(b) the magistrate may direct the animal to be housed at an infirmary, pinjrapole, SPCA, Animal Welfare Organization or Gaushala during the pendency of the litigation.*

**Rule 4. Cost of care and keeping of animal pending litigation.**— (1) *The State Board shall within three months from the date of commencement of these rules and thereafter on the 1st day of April every year, specify the cost of transport, maintenance and treatment per day for every species of animal that is commonly seized in the State.*

(2) *The magistrate shall use the rates specified by the State Board as the minimum specified rates for transport, maintenance and treatment of the seized animals under sub-section (4) of section 35 of the Act.*

(3) *In case the animal under consideration is not on the rate sheet specified by the State Board, the magistrate shall fix the cost of transport, treatment and maintenance of the animal based on the input provided by the jurisdictional veterinary officer.*

**Rule 5. Execution of bond.**— (1) *The magistrate when handing over the custody of animal to an infirmary, pinjrapole, SPCA, Animal Welfare Organisation or Gaushala shall determine an amount which is sufficient to cover all reasonable cost incurred and anticipated to be incurred for transport, maintenance and treatment of the animal based on the input provided by the jurisdictional veterinary officer and shall direct the accused and the owner to execute a bond of the determined value with sureties within three days and if the accused and owner do not execute the bond, the animal shall be forfeited to infirmary, pinjrapole, SPCA, Animal Welfare Organisation or Gaushala.*

(2) *The infirmary, pinjrapole, SPCA, Animal Welfare Organisation or Gaushala having the custody of the animal may draw on from the bond on a fortnightly basis the actual reasonable cost incurred in caring for the animal from the date it received custody till the date of final disposal of the animal.*

(3) *The magistrate shall call for the accused and the owner to execute additional bond with sureties once eighty per cent. of the initial bond*

amount has been exhausted as cost for caring for the animal.

(4) Where a vehicle has been involved in an offence, the magistrate shall direct that the vehicle be held as a security.

(5) In case of offence relating to transport of animals, the vehicle owner, consignor, consignee, transporter, agents and any other parties involved shall be jointly and severally liable for the cost of transport, treatment and care of animals.

*(6) In cases where a body corporate owns the animal, the Chief Executive Officer, President or highest-ranking employee of the body corporate, the body corporate and the accused shall be jointly and severally liable for the cost of transport, treatment and care of the animal.*

*(7) In cases where the Government owns the animal, the Head of the Department and the accused shall be jointly and severally liable for the cost of transport, treatment and care of the animal.*

(8) If the owner and the accused do not have the means to furnish the bond, the magistrate shall direct the local authority to undertake the costs involved and recover the same as arrears of land revenue.”

9. In the matter in hand, cattle owner has not claimed custody of cattle seized in Crime No. 581/2025 registered at Police Station, Kelwad. Moreover, cattle owner has not preferred any separate application till today for claiming interim custody of seized cattles. Therefore, in view of Rule 3(b) of the Rules, 2017 as well as prayer of intervener Gaushala, it is just and proper to allow Gaushala to continue with interim custody of seized cattle till further order or till conclusion of trial, if any, instituted in pursuance of Crime No.581/2025 , whichever is earlier.

10. As far as determination of liability of care and maintenance of seized cattle is concerned, in view of Rule 5(1) of the Rules, 2017, while handing over custody of animal to infirmary, pinjrapole, SPCA, Animal

Welfare Organization or Gaushala, the Magistrate shall determine an amount which is sufficient to cover all reasonable cost to incurred for transport, maintenance and treatment of the animal. Furthermore, as per Rule 5(1) of the Rules, 2017, the magistrate shall direct the accused and the owner to execute a bond of the determined value with sureties within 3 days and if the accused and the owner do not execute the bond, the animal shall be forfeited to infirmary, pinjrapole, SPCA, Animal Welfare Organization or Gaushala.

11. Moreover, as per Rule 5(5) of the Rules, 2017, in case of offence relating to transport of animals, the vehicle owner, consignor, consignee, transporter, agents and any other parties involved shall be jointly and severally liable for the cost of transport, treatment and care of animals. Hence, in the present matter the owner of the vehicle and the accused are jointly and severally liable to pay of cost of maintained of said cattles.

12. At this juncture, it is necessary to determine cost of care and maintenance of seized cattle. The intervener has claimed sum of Rs.200/- per day for each cattle from the main applicant as well as accused since 09.12.2025. In view of above discussion and Rules 3 to 5 of Rules, 2017 and economic condition of the main applicant, it would be just and proper to impose cost of Rs.50/- per day for each cattle towards care and maintenance of seized cattles from 09.12.2025 till further order or till conclusion of the trial, whichever is earlier. The main applicant shall also execute a bond with surety bond of Rs. 25,000/- in compliance of Rule 5(1) of the Rules, 2017. If he failed to execute said bond, seized cattles shall stand forfeited to the intervener as per Rule 5(1) of the Rules, 2017. Resultantly, I pass following order :-

**:: ORDER ::**

1. Applications (Exh.1 and Exh.7) are allowed in following terms.
2. The investigation officers in Crime No. 581/2025, P.S. Kelwad shall handover the vehicle **TATA LPS 4018 bearing registration No.**

**RJ14GE6623 Chasis No. MAT447221C3G19742 and Engine No. 21G63274147**, to the applicant namely **Raseed Mohd. Kamruddin (Personally)** on furnishing indemnity bond of **Rs. 40,00,000/-** ( Rupees Forty Lakhs only/- ) subject to fulfillment of following terms and conditions :-

- i) The main applicant shall undertake to keep the vehicle as it is and he shall not change nature of the vehicle in any manner till conclusion of the trial.
- ii) The main applicant shall not dispose of or alienate the vehicle or he shall not create third party interest or right in the vehicle till conclusion of the trial.
- iii) The main applicant shall produce the vehicle as and when directed by this Court during the trial.
- iv) The main applicant shall submit necessary documents in respect of the vehicle in the Police Station, Kelwad.
- v) The main applicant shall co-operate with Investigating Officer during the investigation.
- vi) The main applicant shall not use the vehicle in any crime.
- **And following additional conditions**
- vii) The applicant shall pay intervener Gaushala i.e. Nirashrit Govansh Seva Foundation jointly and severally with the accused and the cattles owner/s the sum of Rs.50/- per day towards the maintenance and care of each of the 50 seized cattles from the date of handing over the custody to the Gaushala till further order or till conclusion of the trial, whichever is earlier.
- viii) The applicant shall also execute the bond along with surety bond of Rs.25,000/- as per Rule 5 (1) of the Rules, 2017, within three days of this order. Failing which the local authority shall undertake to fulfill the cost incurred and recover the same as arrears of land revenue .
- ix) Intervener Gaushala, shall file health report of seized cattle issued by concerned Veterinary Doctor on 15<sup>th</sup> day of every month in the Police Station, Kelwad till further order or till conclusion of the trial, whichever is earlier. Cost incurred for said purpose be recovered from the main applicant as well as accused as per rule after furnishing valid bills.

3. The Investigating Officer to take photographs of the

vehicle at the costs of the main applicant and get them attested by taking signatures of the main applicant thereon.

4. Investigating Officer to prepare detailed panchanama of the vehicle. He is further directed to file said panchanama, photographs of the vehicle, indemnity bond and other above mentioned bonds executed by the main applicant and his sureties along with the charge-sheet in this crime.
5. Copy of this order be sent to Police Station, Kelwad for information and compliance.
6. Exh.1 and Exh.7 are disposed off accordingly.

(Dictated and pronounced in the Open Court.)

Place : Saoner.  
Date : 10.04.2026.

(Smt.N.V.Ranveer)  
2<sup>nd</sup> Jt. C.J.J.D. and J.M.F.C,  
Saoner.