GAHC010004532026

2026:GAU-AS:3052

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : Bail Appln./90/2026

MUKESH JALAN
S/O LATE SRICHAND JALAN
RESIDENT OF SIGNATURE ESTATE, B-8C, P.O.ULUBARI, P.S. DISPUR, GUWAHATI, DIST.KAMRUP (METRO), ASSAM

VERSUS

THE STATE OF ASSAM
REPRESENTED BY THE PP, ASSAM

Advocate for the Petitioner : MR. A CHAUDHURY, MR. D BORA,MR. N MAHAJAN,MR. P K DAS

Advocate for the Respondent : PP, ASSAM, MR K L GUPTA(INFORMANT),MR KRISHNANGSHU B(INFORMANT),MR. T DAS(INFORMANT)

BEFORE
HONOURABLE MR. JUSTICE ANJAN MONI KALITA

JUDGMENT & ORDER

Date of Hearing : 19.02.2026

Date of Judgment: 27.02.2026

Heard Mr. B. K. Mahajan, learned counsel appearing on behalf of the accused-applicant. Also heard Mr. R. J. Baruah, learned Addl. P.P., representing the State and Mr. J. Sehgal, learned counsel appearing for the Informant.

2. This is an application filed under Section 483 of BNSS, 2023, praying for granting bail to the accused-applicant in connection with Teok Police Station Case No. 146/2025, registered under Sections316(5)/318(4)/351(3)/3(5) of the BNS, 2023.

3. An FIR was lodged on 15.12.2025, before the Officer In-charge of Teok Police Station, alleging, inter alia, that the accused-applicant, namely, Shri Mukesh Jalan, Proprietor-cum-Director of Sadguru Engineers & Allied Services Private Limited, being the mainContractor of the 4-Lane Highway Project from Jorhat to Jhanji under NHIDCL, dishonestly induced the Informant to supply River Sand, Sandy Soil and Sand for the aforesaid project; that relying on the assurance of payments, the Informant supplied materials continuously for about 8 months, by which the construction work was completed; that despite submission of bills, the accused-applicant intentionally failed to make the due payments, leaving an outstanding amount of Rs. 4,36,00,000/-; that although the accused-applicant had already received an amount of Rs. 7,00,00,000/- from NHIDCL for the said work, he had misappropriated the amount and did not clear the Informant's dues; that meetings were held before the Addl. District Commissioner, Jorhat, where the accused-applicant undertook to pay but, deliberately defaulted; that when the Informant demanded payment, the accused-applicant along with some persons, namely, Sri Manah Borah, Sri Animesh Sarmah Barauh and two other unidentified persons, criminally intimidated the Informant by engaging goons and threatening to kill him, causing fear, mental agony and harassment to the Informant .

4. On receipt of the FIR, the Police registered Teok P.S. Case No. 146/2025, under the aforementioned Sections against the accused-applicant.

5. It is seen that the accused-applicant was arrested on 30.12.2025, by the Investigating Agency in connection with the instant case and produced before the learned court below with a prayer for 5 days police custody and the learned court below was pleased to allow police custody of the accused-applicant for 4 days. On completion of the aforesaid police custody period, the accused-applicant was produced before the learned court below on 02.01.2026 and he was remanded to judicial custody and since then, he is behind the bars till date.

6. It is seen that the bail prayers of the accused-applicant were rejected by the learned court below on 30.12.2025 and 02.01.2026 respectively.

7. Mr. B. K. Mahajan, learned counsel for the accused-applicant submits that the accused-applicant is a respectable businessman and the Proprietor-cum-Director of Sadguru Engineers & Allied Services Private Limited, having no criminal antecedents. He submits that a bare perusal of the allegations that have been narrated in the FIR and Forwarding Report, it is seen that non-bailable offences under Section 316(5)/318(4) of BNS, 2023 have been attributed against the accused-applicant and Section 351(3) of BNS, 2023, which has been attributed against him is a bailable offence.

8. The learned counsel for the accused-applicant submits that it is clear that the dispute between the Informant and the accused-applicant arises out of commercial/contractual transaction, whereby the Informant has alleged non-payment of dues after supply ofgoods and materials, which has been tried to be given a criminal colour by the Informant in the instant case. He submits that the entire allegations reveal a civil dispute which has been tried to be converted to a criminal case and the same is used as a money recovery machine, which is nothing but an abuse of the process of law. He submits that it is clear that the project work entrusted to the accused-applicant's company i.e., 4-Lane Highway Project from Jorhat to Jhansi under NHIDCL is nearing completion and therefore, the allegation of misuse of public funds by the accused-applicant is completely baseless and the same has been incorporated only to make out a non-bailable case against the accused-applicant so as to harass him. He submits that it is apparent from the Forwarding Report of the Investigating Agency itself that the project work is about 93%-94% complete, which itself shows the bonafide of the accused-applicant in completion of the project work. He further submits that there is no complaint from the NHIDCL or any government agency of any misuse of money by the accused applicant during the project execution till date.

9. The learned counsel for the accused-applicant submits that the true fact of the case is that owing to the good will and technical credentials of the accused-applicant's company, they have been awarded several government contracts and all throughout has been keeping a good track record of execution of contracts. He submits that in the month of August, 2023, one Sri Shiva Harlalka, proprietor of M/s Shiva Harlalka, approached the accused-applicant and intimatedhim that he has been carrying out construction of National Highway Project from Dimow, Sivasagar to Jhansi and that one tender has been floated by NHIDCL for the Highway Project of Jorhat to Jhansi. He submits that aforesaid Shiva Harlalka assured the accused-applicant that he would only have to infuse capital into the project and rest of the work would be managed by him and thereby, induced him to participate in the tender process. He submits that, on participation of the tender, the tender was awarded to the accused-applicant's company along with two other companies, namely, M/s M.P. Agarwalla Pvt. Ltd. And M/s Binni Construction and the contract were divided into four packages. He submits that the accused-applicant's company along with M/s M.P. Agarwalla Pvt. Ltd and M/s Kiraats Construction Pvt. Ltd, which belongs to the aforesaid Shiva Harlalka, executed one MoU dated 08.01.2024, under which the accused-applicant's company and M/s M.P. Agarwalla Pvt. Ltd. were to manage the financial aspect of the project, while the aforesaid M/s Kiraats Construction Pvt. Ltd. would be executing the works. He submits that for execution of the works, the supply of sand, soil and other crucial construction materials were to be supplied by the aforesaid Shiva Harlalka and accordingly, work orders were issued to various suppliers including Biswajit Sarmah (the present Informant). He submits that during the execution of contract, several payments to the suppliers, including the Informant were made by the aforesaid M/s Kiraat Constructions Pvt. Ltd belonging to Shiva Harlalka directly and certain payments were made by the accused-applicant. He submits that up to 24.05.2025, a total amount of Rs. 93 croreswas transferred into the personal account of Shiva Harlalka and his entities, namely, M/s Shiva Harlalka and M/s Kiraats Construction Pvt. Ltd., along with several other amounts were transferred to various other entities controlled by the aforesaid Shiva Harlalka. That in spite of the huge outflow of finance to Shiva Harlalka and his associates, several payments were not made to the suppliers by the aforesaid Shiva Harlalka and his associate companies.

10. The learned counsel submits that the aforesaid Shiva Harlalka in collusion with one Devender Kumar, General Managar (P) of the NHIDCL, issued one letter No. 6628 "intention to termination notice" to the accused-applicant's company. Upon such pressure, the accused-applicant was supposed to sign an un-notarized agreement, whereby, the accused-applicant was to pay an amount of Rs. 10 crores to aforesaid Shiv Harlalka.He submits that despite his best efforts to complete the work, the aforementioned Shiva Harlalka continued to harass and disturbhim at the work site, leading to delayed and unsafe environment. Based on the aforesaid situation, an FIR was lodged by the accused applicant against Shiva Harlalka throughe-mails to the Deputy Commissioner, Jorhat and Superintendent of Police, Jorhat, regarding forceful trespassing and misappropriation of property by the aforesaid Shiva Harlalka and his associateson 24.10.2025.He submits that the vendors, upon being influenced by aforesaid Shiva Harlalka continued to stop the progress at work site, due to which, having no any alternative, another FIR was lodged against the vendors through e-mails to the Deputy Commissioner, Jorhat and Superintendent of Police, Jorhat on 01.11.2025.

11. The learned counsel further submits that though there is an allegation against the accused-applicant of transferring money into the account of one of his daughters and thereby, alleging defalcation of government money is completely baseless, as all the government money has been utilized for the project which can be seen by the actual physical progress of the project work. In that connection, a certificate issued by his Chartered Account was produced before this Court to show his utilization of the money so received by him from NHIDCL. Therefore, he submits that though there in no fault of him and he has been paying the dues to the vendors and suppliers in timely manner and, is willing to pay the remaining amounts, allegations have been brought against him which are totally false and baseless. He submits that payments have been made to the present Informant several times by the aforesaid M/s Kiraats Construction Pvt. Ltd. as well as by him and there might have been some delays which is natural in execution of such a big project. He submits that the whole issues, if any, at all, are of commercial nature without having any criminal element. However, the case has been registered against him by trying to bring in certain criminal elements into the facts of the case which are totally baseless whichare apparent from the allegations made in the FIR as well as the Forwarding Report itself. He submits that the accused-applicant was arrested on 30.12.2025 and then, for more than last 52 days he is inside the jail. He submits that there are allegations against the accused-applicant that he has signed certain documents in the presence of the Addl. Deputy Commissioner, Jorhat, stating that he owes aforesaid Shiva Harlalka, the Informant and several other vendors, several crores of rupees. However, he submits that those minutes of meetings were signed by the accused applicant out of fear and pressure from the Informant, aforesaid Shiva Harlalka and the above stated NHIDCL official. He submits that whatever money he has received from the NHIDCL for execution of the work, the same has been utilized only for the project work which is apparent from the aforesaid certificate issued by his Chartered Accountant. He submits that there is no material to suggest that the accused applicant got into the project and had many contracts with Informant and other complainants with an intention to cheat them from the very inception. He submits that the Sections under which the case has been registered against the accused applicant are not maintainable in the facts of the present case. He submits that no case of cheating or criminal breach of trust could be made out in the facts of the case.Therefore, he submits that since the matter relates to commercial issue and the accused-applicant is already inside the jail for more than last 52 days, including 4(four) days in police custody, the investigation in the matter has progressed with seizure of all material evidence, at this stage, the accused-applicant should be granted bail.

12. In support of his submissions, the learned counsel for the accused-applicant has relied on the following cases: -

(1) Bimla Tiwari Vs. State of Bihar, reported in 2023 (11) SCC 607.

(2) Jay Shri Vs. State of Rajasthan, reported in 2024 (13) SCC 614.

(3) Prantik Kumar Vs. State of Jharkhand, dated 03.02.2026, passed in SLP (Crl) Diary No. 4297/2026.

(4) Satish Chandra Ratanlal Shah Vs. State of Gujarat, reported in 2019 (9) SCC 148.

(5) Rikhab Birani Vs. State of Uttar Pradesh, reported in 2025 SCC OnLine SC 823.

(6) Manish Sisodia Vs. Directorate of Enforcement, reported in 2024 (12) SCC 660.

(7) Kapil Wadhawan Vs. CBI, reported in 2025 LiveLaw (SC) 1212.

13. During the course of the hearing, this Court has put a query to the learned Addl. P.P., Mr. R. J. Baruah, about the status of the present investigation. The learned Addl. P.P., on instructions, submits that the accused-applicant was initially interrogated when he was in police custody for the initial 4(four) days. However, in the jail custody, in subsequent 52 or more days, the accused-applicant has never been interrogated by the police. He further submits that no statement of other complainants, except said Shiva Harlalka, Biswajit Sharma (Informant) and one Rebokanta Dutta has been recorded by the Investigating Authority till date.

14. Mr. R. J. Baruah, learned Addl. P.P., on the other hand, submits that though the dispute has a commercial element, the cheating and criminal breach of trust are evident in the instant case. He submits that a total of 16 FIRs in addition to the instant FIR has been filed against the accused-applicant by various vendors, who have the same claim that in spite of receipt of money against the materials they have supplied, the accused-applicant intentionally did not pay them their dues. He submits that rather than paying the legitimate dues of the suppliers/complainants, the accused-applicant, in spite of making several promises, did not fulfill his promises. Therefore, he submits that the intention of the accused-applicant for cheating cannot be ruled out at this stage. He further submits that though the investigation is going on, due to the fact that as many as 17 FIRs have been filed against the accused-applicant, the whole investigation process is taking time, however, the same is expected to be completed soon. Therefore, he submits that at this stage, bail should not be granted to the accused-applicant.

15. Mr. J. Sehgal, learned counsel appearing for the Informant submits that the accused-applicant had the intention of cheating the Informant as well as other complainants from the very beginning. He submits that though the case arose from a commercial dispute, the criminality of the accused-applicant is very much apparent from the allegations as well as conduct of the accused-applicant. He submits that though a MoU was entered into, amongst the accused-applicant, one Shiva Harlalka, who is also a complainant against the accused-applicant and one M/s M.P. Agarwalla Private Limited, the terms of the MoU were never adhered to by the accused-applicant. He submits that though a contention has been made that all the supplies were made by the vendors against the work orders issued by the aforesaid Shiva Harlalka or his concern, namely, M/s Kiraats Construction Private Limited, the same is not correct, as many of the work orders were directly issued by the accused-applicant’s concern, i.e., Sadguru Engineers & Allied Services Private Limited. He submits that payments of many of such work orders are yet to be cleared by the Informant. He submits that apart from the instant FIR, 16 more FIRs have been registered against the accused-applicant establishing, prima facie, misuse of public funds amounting to approximately of Rs. 250 crores entrusted by the NHIDCL with the concern of the accused-applicant, i.e., Sadguru Engineers & Allied Services Private Limited, pursuant to the tender executed for the Jorhat-Jhansi National Highway project. He submits that the accused-applicant being the Director of the aforesaid concern Sadguru Engineers & Allied Services Private Limited, used to get all the payments from the NHIDCL for execution of the contract and he was supposed to accordingly pay the money received from the NHIDCL to respective suppliers/vendors who had supplied various materials during the execution of the work. He submits that it is apparent from the Forwarding Report that the accused-applicant failed to discharge dues to about 30 vendors amounting to approximate of Rs. 52 crores so far, with the investigation still ongoing and substantial funds are yet to be traced and recovered, thereby, prima facie, establishing serious nature and high financial magnitude of offences committed by the accused-applicant. He submits that though certain part-payments have been made by the accused-applicant to the Informant and other vendors, the same will not extinguish the offence of cheating, as by failing to repay the entire dues which stands admitted by him, the accused-applicant continues to derive an unlawful gain to himself while causing an unlawful loss to several vendors including the Informant.

16. He submits that the accused-applicant, vide his letter dated 21.08.2025, written to the General Manager of NHIDCL, clearly admitted dues amounting to Rs. 4,62,71,875/- to the Informant . Vide the aforesaid letter, he admitted that the Informant is expected to be paid finally by him, on or before 15th September, 2025 of all the dues. However, in spite of the aforesaid admission, the accused-applicant had failed to pay his dues in spite of receipt of about Rs. 7 crores from the NHIDCL. He submits that instead of paying back the amount that was due to the Informant, he diverted the money to the account of his daughter and thereby, misused the money that was meant for the Informant. He submits that this fact alone reveals the criminal intention of the accused-applicant for not paying any further amount to the Informant. He further submits that the accused-applicant himself written a letter dated 15.09.2025 to the Informant that he had remitted a sum of Rs. 9,35,000/- to him and thereby, reducing the dues to the Informant to Rs. 4,53,36,875/-. By that letter, he had clearly indicated that the remaining amount to be paid to the Informant and sometime should be granted to him so that he can clear the amounts owed to the Informant. He submits that this letter also clearly shows his admission of due payment to the Informant. Therefore, he submits that since he had received the aforesaid Rs. of 7 crores from the NHIDCL, in spite of his promise, he failed to pay back the dues to the Informant. He submits that the accused-applicant had, in fact, acted as an agent for the Informant and other vendors in executing the contract of the NHIDCL and when NHIDCL had already paid the amount to the accused-applicant, he being the agent, ideally, should have cleared the amount of the Informant and other vendors. He submits that by not clearing the aforesaid amounts, he has definitely committed an offence of criminal breach of trust under Section 316(5) of the BNS. He submits that being in a fiduciary capacity as agent, his dishonest misappropriation or conversion of the money received from the NHIDCL is purely a case of criminal breach of trust, under the aforesaid Section. He further submits that the dishonest intention of the accused-applicant to cheat the Informant and other vendors is evident from the fact that on 25.07.2025, during a meeting convened in the presence of Addl. District Commissioner, Jorhat, the accused-applicant expressly admitted his liability to pay the dues and undertook to release the payment. However, post the aforesaid meeting, the accused-applicant only made a partial payment amounting to Rs. 66,35,000/- while deliberately withholding the substantial remaining amount exceeding Rs. 4 crores. Therefore, the aforesaid fact also clearly indicates the criminal intention of the accused-applicant in not paying the Informant as well as the other vendors. He further submits that the offence of Criminal Intimidation under Section 351(3) of BNS, 2023, is also apparent in the facts of the case, as the accused-applicant had taken the shelter of several goons in threatening the Informant and other vendors, including the aforesaid Shiva Harlalka of dire consequences.

17. The learned counsel for the Informant further submits that the intention of non-payment and cheating of the accused-applicant is very clear from the filing of an application under Section 12A of the Commercial Courts Act, 2015, seeking preinstitution mediation, wherein the accused-applicant had stated that the Informant had supplied goods only worth Rs. 99,53,187/-. It was also stated that no documentary proof, whatsoever, was available to establish supply of materials worth Rs. 5,24,57,726/-, which was alleged to have been supplied by the Informant during the execution of the project. He submits that on the face of the letters issued by the accused-applicant to the Informant as well as the General Manager, NHIDCL, wherein he had specifically admitted to the due amount of Rs. 4,62,71,875/- to the Informant, his statement in the aforesaid commercial dispute application is totally false and cannot be sustained and clearly shows his dishonest intention not to pay the legitimate dues of the Informant. In view of the aforesaid submissions, the learned counsel submits that since the investigation in the instant case is yet to be over and as many as 17 FIRs have been filed against the accused-applicant, the accused-applicant should not be granted bail at this stage.

18. In support of his contentions, the learned counsel has referred to the following cases:-

(i) ***Bhabadwip Borah & Anr., Vs. State of Assam & Anr., reported in (2025) SCC OnLine Gau 2562.***

(ii) ***Sangeetaben Mahindrabhai Patel Vs. State of Gujarat & Anr., reported in (2012) 7 SCC 621.***

(iii) ***Ranjay Ghatak Vs. State of West Bengal & Another, reported in (2025) SCC OnLine Cal 5749.***

(iv) ***Paramjit Kharb Vs. The State (NCT of Delhi), reported in (2025) SCC OnLine Del 8203.***

19. The Case Diary in the instant case has been produced before this Court and the same has been perused. Case laws relied on by the counsel of the respective parties have also been considered.

20. It is an admitted fact that the Informant had supplied various goods in execution of the aforesaid project to said Shiva Harlalka as well as the concern of the accused-applicant, namely, Sadguru Engineers & Allied Services Private Limited. It is also seen from the records that several payments had been made by the aforesaid Shiva Harlalka, his concern M/s Kiraats Construction Private Limited as well as by the concern of the accused-applicant. It is also seen that from the aforesaid letter dated 15.09.2025, addressed to the Informant by the accused-applicant that an amount of Rs. 4,53,36,875/- was due at that point of time to the Informant . Admittedly, another letter was also written to the General Manager of NHIDCL dated 21.08.2025, by the accused-applicant, admitting his liability and his willingness to clear the amounts due to the Informant.

21. This Court has also perused the MoU amongst accused-applicant, M/s Kiraats Construction Private Limited as well as M/s M.P. Agarwalla Private Limited for execution of the work. Though the aforesaid MoU is not very pleasantly worded and the shares of respective participants were not clearly detailed. Nevertheless, it is clear that on the basis of the aforesaid MoU, said Shiva Harlalka also got into the execution of the project. It is clear from the materials available before this Court that though the project concerned has been almost completed by execution of about 94%-95% of the work and some of the works are yet to be completed and during such point of time, a dispute arose about the non-payment of the dues including the dues to the Informant. Though there was a promise to pay the dues to the Informant, it is seen that the accused-applicant did not pay the aforesaid dues to the Informant and the other vendors and thereby, might have compelled the vendors, including the Informant to file the FIRs against the accused-applicant.

22. Coming to the offences as alleged against the accused-applicant, i.e., of Cheating and Criminal Breach of Trust as well as offence of Criminal Intimidation under BNS are concerned, upon analysis of various case laws that have been cited by the learned counsel for the respective parties as well as the statutory provisions of the BNS, it is discernible that though there are instances of non-fulfillment of promises, the same cannot prima facie be termed as willful intention on the part of the accused-applicant for non-payment. It is seen that the disputes as alleged in the instant case are primarily of civil nature, wherein allegation of breach of several contracts by the accused-applicant is leveled. However, the same cannot be treated prima facie as Cheating or Criminal Breach of Trust on the basis of the materials available before this Court. In this connection, the case of ***Jay Shri (supra)*** can be referred to, wherein the Hon'ble Supreme Court has held that mere breach of trust does not amount to an offence under Section 420 or Section 406 of the IPC, unless fraudulent or dishonest intention is shown right at the beginning of the transaction. The Hon'ble Supreme Court has further opined that caution should be adopted while trying to convert a pure civil dispute in a criminal case. Any effort to settle the civil disputes and claims which do not involve any criminal offence by applying pressure through criminal prosecution should be deprecated and discouraged. The same principle has been laid down by the Hon'ble Supreme Court in catena of cases time to time and the same need not be repeated herein again. The Hon'ble Supreme Court, in the case of ***Satish Chandra Ratanlal Shah (supra)*** has held that the distinction between a mere breach of contract and cheating would depend upon the fraudulent inducement and *mens rea*. The Hon'ble Supreme Court has held that mere inability of the person to return the loan amount cannot give rise to a criminal prosecution or cheating, unless fraudulent or dishonest intention is shown right at the beginning of the transaction, as it is this *mens rea*, which is the crux of the offence.

23. On reliance of the aforesaid two cases decided by the Hon'ble Supreme Court, this Court is of the considered opinion that the dishonest intention and *mens rea*, prima facie, cannot be made out against the accused-applicant from the materials brought before this Court. To sustain a charge under Section 318 and Section 316 of BNS, 2023, there must be substantive evidence of fraudulent or dishonest intention at the very inception of the contract or transaction. Mere allegation of such intention will not hold legal force. Mere failure to discharge contractual obligation, i.e., failure in payment in time, by itself, will not constitute cheating. Court has to find reliable material to that effect. Similarly, a mere breach of a promise, agreement or contract does not, ipso facto, constitute the offence of criminal breach of trust contained in Section 316 of BNS without there being a clear case of entrustment in true sense.

24. Having come to the aforesaid findings, this Court does not find it necessary to discuss the case laws cited by the learned counsel appearing for the Informant as well as the other case laws cited by the counsel for the accused-applicant in support of their submissions.

25. This Court has also given consideration to the fact that the accused-applicant has been behind the bars for more than 52 days and during his stay in the judicial custody, no interrogation has been made by the Investigating Authority in the process of investigation. Whatever interrogation has been made, admittedly, that was made during his initial police custody. It is also seen that recording of statements of the complainants are not completed as yet and statements of only 3(three) complainants have been recorded till date. This shows the lethargic investigation that is being conducted in the case. Therefore, taking into account the length of detention of the accused-applicant as well as the progress of investigation in the instant case and having, prima facie, come to a finding that the dispute in the instant case is primarily of civil nature having remedies other than instituting criminal cases against the accused-applicant, this Court is of the considered opinion that further custodial detention of the accused-applicant is not necessary and therefore, it is directed that the accused-applicant shall be released on bail forthwith, on furnishing of a bail bond of Rs. 2,00,000/- (Rupees Two Lakhs only) with 2(two) sureties of like amount, one of which shall be a local government servant to the satisfaction of the Investigating Authority, subject to the following conditions: -

(1) That the accused-applicant shall cooperate with the Investigation and make himself available before the Investigating Officer, as and when called for;

(2) That the accused-applicant shall not directly or indirectly make any inducement, threat or promise to any person who may be acquainted with the facts of the case, so as to dissuade such person from disclosing such facts before the Investigating Authority;

(3) That the accused-applicant shall provide his contact details including photocopies of Aadhar Card or Driving License or PAN card, Passport as well as, mobile numbers and other contact details before the Investigating Authority;

(4) That the accused-applicant shall not tamper with the evidence nor hamper the investigation in any manner whatsoever.

26. In view of the aforesaid directions, the instant bail application is disposed of as allowed.

JUDGE

Comparing Assistant