IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
CRIMINAL APPEAL NO.52 OF 2023

Vishal Shivaji Dhore
Age:38 years, Occ: Business,
R/a. Near Shital Garage,
Sainath Colony, Manjari Farm,
Manjari (BK), Tal – Haveli,
Pune – 412 307.
(At present Yerwada Jail) ...Appellant

Versus

1. The State of Maharashtra
(At the instance of Hadapsar
Police Station, Dist-Pune)

2. Sunanda Sumant Dethe
W/o Sumant Rangnath Dethe
Row House No.12/B, Phase 4
Manjari Green, Behind Rukari
Petrol Pump, Solapur Road,
Manjari Budruk,
Pune – 412 307 ...Respondents

WITH
CRIMINAL APPEAL NO.60 OF 2023

Nitin Ramdas Pawar
Age-41 years, Occ - Service,
R/at- Near Swami Samarth Mandir,
Siddhivinayak Colony,
Mahadeonagar, Manjari Bk.,
Manjari Farm, Hadapsar,
Tal-Haveli, Pune. ...Appellant

Versus

1. The State of Maharashtra
(P.I. Hadapsar Police Station)

2. Sunanda Sumant Dethe
(W/o Sumant Rangnath Dethe
Age – 58 years, Occ-Contracter)
R/at- Row House No.12/B, Phase 4,
Manjari Green, Behind Rukari Petrol Pump,
Solapur Road, Manjari Budruk,
Pune – 412 307 ...Respondents

Mr. Nilesh Tribhuvann, Mr. Burzin Bharucha, Mr. Sanjay Rego, Mr. Kaushal Popat, Ms. Jhanavi Shah i/b White and Brief Advocates and Solicitors, for the Appellant in Appeal/52/2023.

Ms. Rui Danawala a/w Mr. Ibrahim Shaikh and Mr. Faizan Shaikh i/b Mr. Ashraf Ali Shaikh, for the Appellant in Appeal/60/2023.

Mr. K. L. Vyas, Special P.P. a/w Mr. V. B. Konde-Deshmukh, A.P.P for the Respondent – State.

Mr. S. S. Kulkarni, for the Respondent No.2.

CORAM : REVATI MOHITE DERE &
GAURI GODSE, JJ.
RESERVED ON : 3rd JULY 2023
PRONOUNCED ON: 27th JULY 2023

ORDER (Per Revati Mohite Dere,J.) :

1. Since both the aforesaid appeals arise out of the same CR, they are being decided by a common order.

2. By these appeals, the appellants therein seek their enlargement on bail in connection with C.R. No. 1380 of 2020 registered with the Hadapsar Police Station, Pune, for the alleged offences punishable under Sections 347, 385, 386, 387, 504, 506, 120B, 467 of the Indian Penal Code; Sections 3(1)(g)(r)(s), 3(2)(v) of the Scheduled Castes and the Scheduled Tribes (Prevention of Atrocities) Act (for short 'SCST. Act'), Sections 39, 45 of the Maharashtra Money Lending Act, 2014; Section 3 r/w 25 of the Arms Act; and, under Sections 3(1)(ii), 3(2), 3(3) and 3(4) of the Maharashtra Control of Organized Crime Act ('MCOC Act').

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3. Learned counsel for the appellant – Vishal Dhore submits that the allegations as against the appellant are false and baseless and that no offences as alleged are disclosed against the appellant in the said case. He submits that the dispute, if any, is of a civil nature with respect to the purchase of a bungalow by the appellant - Vishal from the first informant. He submits that the documents on record will

show that the appellant - Vishal had repaid the entire loan taken by the first informant, from Shriram Housing Finance. In support of the said submission, learned counsel relied on the statement of the Regional Manager of Shriram Housing Finance - Sachin Lakule and the Legal Manager of Shriram Housing Finance - Mr. Ritesh Gupta. He further relied on the statement of the notary, who notarised the Memorandum of Understanding ('MOU') executed between the first informant and the appellant with respect to the purchase of the said house. He submits that admittedly, the power of attorney, sale deed are all registered documents executed before the Sub-Registrar. According to the learned counsel for the appellant, although the first informant has alleged in the FIR that he signed all the documents before the Sub-Registrar at gun point, the said allegations are clearly missing in the Civil Suit, which was filed by the first informant, prior in point of time i.e. prior to registration of FIR. He submits that if the said fact i.e. that the first informant was made to sign the documents at gun point is true, the same would have certainly reflected in the Civil Suit, which was filed, prior in time. He submits that the MCOCA could not have been invoked having regard to the nature of dispute between the parties. He further submits that the appellant has been enlarged on bail in a case in which he is accused alongwith one Ravindra Barhate, and, that the allegation in that case as against the appellant, was only under Section 201 of the IPC. Learned counsel for the appellant submits that the appellant had paid the entire consideration towards the house purchased from the first informant including the first informant's home loan to Shriram Housing Finance and it is only when the appellant sought possession/handing over of the said house, that the first informant filed a Civil Suit and thereafter, the present FIR, alleging the aforesaid offences. It is submitted that the appellant is in custody since January 2021 and as such he be enlarged on bail.

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4. Learned counsel for the appellant – Nitin Pawar submits that the appellant has neither been named in the FIR nor in the Supplementary Statement. She submits that out of 4 eye-witnesses, 3

have not named the appellant and one has named the appellant but has not attributed any overt act to him. She submits that the statement of the said one witness i.e. Ravindra, who has named the appellant, was recorded after 3 months, thus casting some doubt on the veracity of his statement. She submits that the appellant herein has no antecedents and he has been arrested in the said case, only because he is a signatory to the document i.e. Special Power of Attorney and the Sale Deed entered into between the appellant – Vishal and the first informant, as a witness. It is submitted that the appellant is in custody since 13th November 2020 and as such he be enlarged on bail.

5. Learned Special P.P opposes the grant of bail. He submits that the documents on record would show the complicity of the appellants in the alleged crime. He submits that in the facts, MCOC Act will apply and as such the bar of Section 21(4) of the MCOC Act, would come into force. He submits that the appellant – Vishal has an antecedent i.e. an MCOC case registered against him. He,

however, does not dispute that the charge in the said case against the appellant is, only under Section 201 of the I.P.C, alongwith the provisions of the MCOC Act and that the appellant – Vishal has been enlarged on bail in the said case. He also does not dispute the fact, that appellant – Nitin, has no antecedents.

6. Learned counsel for the first informant also opposes grant of bail to the appellants. He submits that no doubt some money was given by the appellant – Vishal to the first informant, however, the same was for business purpose. According to the learned counsel for the first informant, the first informant had taken Rs.25 lakhs from appellant – Vishal in 2017, however, the first informant had repaid the said amount with interest i.e. a total of Rs.31 lakhs in 2018. He submits that the first informant was in need of money since his daughter was getting married, and accordingly called appellant – Vishal for the same. According to the first informant, part of the amount was received by him from appellant – Vishal and that a balance of Rs.8 lakhs was still to be paid. He submits that when the

said amount was taken, appellant – Vishal took the first informant's signature on 3 different papers for the same i.e. one which was used for agreement for sale, second, which was used for power of attorney and third, which was used at the sub-registrar's office, all dated 16th April 2019. He submits that at gun point, the first informant's signatures were taken on the documents, executed in the sub-registrar's office. According to him, one page in the Deed of Assignment i.e. 3rd page of the Deed of Assignment dated 25th February 2020 was inserted, subsequently by appellant – Vishal. He submits that the first informant was not aware of the contents of the documents on which he signed, as the documents executed before the sub-registrar, were at gun point. He submits that though the agreement executed before the sub-registrar was to be executed within a particular time frame i.e. within 60 days; appellant – Vishal subsequently entered into a supplementary agreement on the basis of an alleged power of attorney given by the first informant to appellant – Vishal and got the time extended by 30 days to complete the transaction. When questioned, learned counsel for the first informant did not dispute that the said fact, i.e. the transaction was entered into by him, at gun point, has not been mentioned in the Civil Suit filed by the first informant. However, he submits that the same was not mentioned as it was not relevant in the Civil Suit. He also does not dispute the fact, that appellant – Vishal had paid a sum of Rs.80 lakhs to Shriram Housing Finance.

7. In the background of the submissions, we have perused the papers i.e. the charge-sheet. The prosecution case is as under:-

The first informant, a resident of Pune is engaged in catering services and owns a few hotels in Pune and surrounding areas. He is also stated to be running a Mess for Adivasi students where he got associated with one Balaji Lakhade. The first informant has alleged that through Balaji Lakhade, he met appellant – Vishal and as such they got acquainted with each other, somewhere in 2016-2017. The first informant has further alleged that as his catering business was flourishing, he was in need of financial help to expand his business, for which Balaji Lakhade suggested that he should approach the appellant – Vishal, for investing money in the same. According to the first informant, on 9th June 2017, appellant – Vishal and he entered into a Memorandum of Understanding wherein, appellant – Vishal agreed to pay an amount of Rs.25,00,000/- to the first informant with an interest @5% per month. The said MOU is a notarized document and is executed between appellant – Vishal and the first informant, in the presence of two witnesses. The said amount of Rs.25,00,000/- was given by appellant – Vishal on 10th July 2017 vide cheque No.5033 drawn on Saraswati Bank. The first informant has alleged that he paid interest of 5% every month to appellant – Vishal, however, in August 2017, appellant – Vishal allegedly told the first informant, not to make the said payment by RTGS but by cash, as he wanted cash as expenses for contesting the Gram Panchayat Elections, scheduled to be held in February 2018. The first informant has further alleged that accordingly he paid cash payment of around 12 – 13 lakhs, from time to time. According to the first informant, appellant – Vishal availed of his catering services on several occasions amounting to the tune of Rs.5.95 lakhs, which according to the first informant was not paid by appellant – Vishal.

The first informant has further alleged that his daughter's marriage was fixed on 21st April 2019 and that around the same time, he had taken a loan amount of Rs.80 lakhs from Shriram Housing Finance for his row house situated at Manjari Green, Phase – IV. The first informant has stated that he had got Rs.2 lakhs from appellant – Vishal, as loan, although promised Rs.10 lakhs. According to the first informant, on 16th April 2019, appellant – Vishal called him and asked him and his wife to come to the office of the sub-registrar at Magarpatta Haveli-3 alongwith their photographs, original aadhar cards, and pan cards. According to the first informant, when the first informant and his wife went to Om Realtors Corporation's office, which was in the same building in which the sub-registrar's office was situated, they saw Ganesh Amande, the appellants – Vishal Dhore and Nitin Pawar, Vinod Dhore, Ravindra Barhate, Police Head Constable Shailesh Jagtap, Police Head Constable Parvez Jamadar, Driver Sachin Dhivar, appellant – Vishal's bodyguard Sujit Singh, Mr. Balaji Lakhade and one journalist Devendra Jain. According to the first informant, the said accused persons threatened him and his wife and also abused him; that co-accused – Sujit Singh pointed a revolver on his (first informant's) stomach and was threatening him and his wife; and it is under these circumstances that he and his wife gave signatures and thumb prints on some documents. It is further alleged by the first informant that the accused persons thereafter, took him to the office of the sub-registrar, where they again obtained his (first informant's) signature on some documents. He has further stated that after the aforesaid incident, he distanced himself from the appellant – Vishal and did not speak to him after 19th April 2019. According to the first informant, though he was willing to repay an amount of Rs.2 lakhs to appellant – Vishal, and was trying to contact him, he could not be contacted. Thereafter, the first informant has alleged that in the first week of February 2020, appellant – Vishal came to the society office of Manjari Green Society and met the Chairman – Mr. Sanjay Jhurange and showed the Chairman the documents i.e. the purchase documents and told him that he had become the owner of row house No.12B, Phase IV, Manjari Green Society belonging to the first informant. According to the first informant, he was shocked to know that appellant – Vishal was claiming to be the owner of the row house belonging to him. The first informant has alleged that pursuant thereto, on 16th February 2020, he went to the Sub-registrar's office at Haveli-3, Magarpatta Mega Centre and sought copies of the documents dated 16th April 2019 and on receiving the documents was shocked to see that appellant – Vishal had prepared an agreement to sale and a power of attorney with respect to his house and had transferred the said house to his name vide supplementary agreement dated 24th January 2020. The first informant has alleged that all the documents i.e. agreement and power of attorney are bogus and forged by appellant – Vishal and other accused.

According to the first informant, on 15th June 2020 at around 7:30 p.m., all the accused including appellant – Vishal threatened him to vacate his house, failing which he and his family would face dire consequences. The first informant has further alleged that from June 2017 to June 2020, appellant – Vishal and other co-accused have threatened him by putting him in fear of death and have extorted monies from him.

It is in this background, that an FIR came to be lodged by the first informant on **2nd September 2020** with the Hadapsar Police Station, Pune, which was registered vide C.R. No.1380 of 2020 as against the appellants and others, alleging the offences as stated aforesaid.

8. It is not in dispute that the first informant had also filed a Civil Suit before the learned Civil Judge, Pune bearing Civil Suit No.751 of 2020 on **16th July 2020** with respect to the property in question. As noted above, the Civil Suit was filed on **16th July 2020** and the FIR in question was lodged on **2nd September 2020.** It appears that in the Civil Suit, no interim order was granted in favour of the first informant. Admittedly, a perusal of the Civil Suit, which is annexed at page No.225 of Convenience Compilation -II shows that there is no mention that at gun point and by giving threats, documents were executed by the appellant, in his favour. The first informant has alleged threatening at gun point by the appellants to

sign documents on 16th April 2019, however, no complaint was made against appellant – Vishal or any other accused, to any authority and as noted above, has not even been mentioned in the Civil Suit. It also appears that appellant – Vishal had filed two complaints dated 25th February 2020 and 7th July 2020 respectively, as against the first informant as he apprehended being falsely implicated by the first informant. It is also pertinent to note, that in the complaint dated 12th June 2020 of the first informant and complaint dated 19th June 2020 by the wife of the first informant, there is not a whisper or any allegation of extortion and/or of the alleged incident of 16th April 2019.

9. Apart from the aforesaid, it is pertinent to note that appellant – Vishal had paid an outstanding loan of Rs.79,12,000/- to Shriram Housing Finance. The said loan amount was taken by the first informant from Shriram Housing Finance against his own house, which was subsequently paid by appellant – Vishal. A perusal of the statements of Sachin Lakule, Regional Manager of Shriram Housing

Finance, which is at page 162 of the appeal memo of Criminal Appeal No.52 of 2023 and the statement of Mr. Ritesh Gupta, Legal Manager of Shriram Housing Finance, which is at page 164 of the appeal memo of Criminal Appeal No.52 of 2023, would show that the first informant had taken appellant – Vishal for re-payment of his (first informant's) loan towards the house purchased by him, from Shriram Housing Finance. The statement of the Bank Manager of the Saraswat Bank from where appellant – Vishal had taken a loan for an amount of about Rs.70 lakhs to be paid to Shriram Housing Finance, is on page 167 of the appeal memo of Criminal Appeal No.52 of 2023, is also relied upon by the learned counsel for the appellant – Vishal.

10. Sachin Lakule, Regional Manager of Shriram Housing Finance in his statement which is at page 162 of the appeal memo of Criminal Appeal No.52 of 2023 has stated that the first informant – Sumant and his wife had purchased a house at Manjari (row house). He has stated that they had taken a loan of Rs.59,29,000/- from

Union Bank of India and had approached them seeking finance, on the very same property. He has stated that after doing valuation of the property, he told them, that an additional top-up loan of Rs.25,71,000/- could be given on the property; thereafter, on the request of the first informant, the loan taken from Union Bank of India of Rs.59,29,000/- was taken over by Shriram Housing Finance and as such, the loan taken by the first informant from the Union Bank of India was closed. Accordingly, the previous loan plus the top-up loan of Rs.92,15,000/- was sanctioned, out of which, Rs.64,28,000/- odd was home loan and top-up loan was Rs.27,87,000/- odd. Accordingly, the first informant's property came to be mortgaged to Shriram Housing Finance on 8th September 2019. The said witness has stated that initially for 7 months, the loan amounts were paid by the first informant in time, however, subsequently the payment became irregular and thereafter in September 2018, since the loan amounts were not paid, SARFAESI Act was invoked and notice as contemplated under the SARFAESI Act was sent to the first informant; that notice was also published in the newspaper for taking the property and steps were also taken with the Collector Office, Pune. According to Sachin Lakule on 26th September 2019, the first informant requested that since his financial condition was not good, the amount be reduced and that by 30th October 2019, he would pay the loan amount, however he did not pay the said amount. He has further stated that in November 2019, the first informant got appellant – Vishal, who requested to reduce the amount; that pursuant thereto, on 10th November 2009, a new settlement letter was prepared for Rs.79,12,000/- and time was extended upto 28th November 2019; that on 27th November 2019, appellant – Vishal gave a cheque of Rs.9,12,000/- and sought extension of time of one month to pay the balance amount of Rs.70,00,000/-; that he learnt that appellant – Vishal had paid an amount of Rs.70,00,000/- on 27th December 2019 by Demand Draft from Saraswat Bank and that the same was paid towards the loan account of the first informant and his wife - Sujata. A copy of the power of attorney allegedly given by the first informant to appellant – Vishal was also sent to their office. He has further stated that since the first informant had brought appellant – Vishal to their office, all information of the loan account was given to appellant – Vishal, in the presence of the first informant.

11. On similar lines, is the statement of Ritesh Gupta, working as a Legal Manager with Shriram Housing Finance. The said witness has stated that when a call was made to the first informant, as to when payment would be made, the first informant came to the Kothrud office alongwith one person - Vishal Dhore (appellant in Criminal Appeal No.52 of 2023) and introduced him to them and informed them, that he is selling the property to Vishal Dhore and that Vishal Dhore would be paying the finance amount; that pursuant thereto, the period for making the payment was extended. Ritesh Gupta has further stated that appellant – Vishal had accompanied the first informant on several occasions for payment of the said loan, even at the time of extending the time limit for paying the loan. He has stated that in view of the payment made by appellant – Vishal towards the loan amount, the loan account of the first informant was closed

and thereafter, on showing of the power of attorney, the property papers and the NOC was handed over to appellant – Vishal. He has further stated that the first informant had orally told them that all the original papers and NOC be handed over to appellant – Vishal, since he had given him power of attorney. However, no written instructions were received from the first informant.

12. The statement of Priyanka Devdhar, Bank Manager, Saraswat Bank also shows that appellant – Vishal had 4 accounts in their bank i.e. two current accounts and 2 overdraft accounts. She has stated that on 27th December 2019 appellant – Vishal had made an application and sought an amount of Rs.67,50,000/- as loan on the basis of his two Fixed Deposits i.e. one Fixed Deposit of Rs.50,00,000/- and one Rs.25,00,000/-; that pursuant thereto an amount of Rs.67,50,000/- loan was granted to appellant – Vishal. Pursuant to which Rs.70,00,000/- Demand Draft was prepared in favour of Shriram Housing Finance i.e. Rs.67,50,000/- loan amount and Rs.2,50,000/- from his current account.

13. It is pertinent to note, that in the Civil Suit filed by the first informant against appellant – Vishal, cancellation of sale deed is sought. The grievance of the first informant is that Rs.25,00,000/- was not paid by appellant – Vishal to him.

14. According to the appellant – Vishal, the first informant had approached him in June 2017 for investing money in his business, since the first informant wanted to expand his catering business; that pursuant thereto, a partnership deed was executed between them; that since the registration of the partnership deed was pending, appellant – Vishal and the first informant entered into a general term of understanding and a promissory note dated 9th June 2017; for an amount of Rs.25,00,000/- vide cheque number 005033 dated 10th June 2017, by giving an assurance that the first informant would execute a partnership deed, however the partnership deed was not executed. It is appellant – Vishal's case, that the first informant again approached him in March 2018 showing that he was in great financial losses; that he had an outstanding loan of Rs.91 lakhs with Shriram

Housing Finance and since he was unable to repay the loan amount, there was an attachment order under the SARFAESI Act; that he (appellant – Vishal) agreed to purchase the first informant's said bungalow for Rs.1.5 crore and it was decided that appellant – Vishal would pay an amount of Rs.35 lakhs to the first informant and the balance amount of Rs.79,12,000/- to Shriram Housing Finance, where the first informant had an outstanding loan towards the said house. The said amount of Rs.79,12,000/- was a one time settlement towards the outstanding loan of the first informant with Shriram Housing Finance and that under these circumstances, the first informant and appellant – Vishal executed and entered into a registered agreement for sale, deed on 16th April 2019 vide registration No.5851 of 2019 and Special Power of Attorney Registration No.5852 of 2019 in favour of appellant – Vishal. According to appellant – Vishal, before entering into the agreement for sale, the parties i.e. appellant – Vishal and the first informant had also entered into an MOU dated 8th April 2019, in which all details and break-up of payment of the entire amount was agreed upon between the parties; that upon completion of entire payment as described in the MOU, the parties also executed a deed of assignment dated 25th February 2020; that on payment of the entire consideration amount of the property to the first informant as well as to Shriram Housing Finance by cheque, the possession was to be handed over by the first informant to appellant – Vishal; that as the entire payment was not made and as the first informant refused to part with his possession and started threatening to commit suicide or falsely implicate him under the atrocity Act, he filed a written complaint with the Hadapsar Police Station and higher authorities dated 25th February and 7th July 2020. In complaint dated 25th February 2020, made by the appellant – Vishal to the Senior Police Inspector, Hadapsar Police Station, Pune, it is requested that an FIR be registered against Sumant Dethe (first informant) for misappropriation of funds, cheating and criminal breach of trust. Both the complaint copies are annexed to the appeal memo of Criminal Appeal No.52 of 2023, as Exhibit – D (colly) from page nos.1993 to 2006. According to appellant – Vishal, on 19th June 2020 the first informant's wife filed a written complaint against him and the first informant also filed a complaint on 12th June 2020, against appellant – Vishal, however, both the said complaints are silent regarding the contents of the present FIR, the names and roles of the accused persons mentioned in the FIR. The said complaint made by the first informant's wife and the first informant are annexed to the appeal memo of Criminal Appeal No.52 of 2023 at 'Exhibit – E (colly)' from page nos.2007 to 2042. A perusal of the said complaints show that the allegations that the first informant and his wife were threatened at gun point are also missing in the said complaints dated 12th June 2020 and 19th June 2020.

15. Considering the aforesaid, *prima facie,* we find that there were some financial transactions between the first informant and appellant – Vishal, right from 2016 and that the first informant has suppressed the fact of the appellant – Vishal paying his outstanding loan of Rs.79,12,000/- to Shriram Housing Finance, or, atleast, the circumstances under which the payment was made by appellant – Vishal to Shriram Housing Finance. It *prima facie* appears, that the

appellant – Vishal had paid the entire loan amount of the first informant, to Shriram Housing Finance on the first informant's request and there is not a whisper with respect to the same, by the first informant in his FIR, with regard to repayment of loan amount by appellant – Vishal to Shriram Housing Finance. *Prima facie,* the statements of Sachin Lakule, Regional Manager of Shriram Housing Finance, Mr. Ritesh Gupta, Legal Manager of Shriram Housing Finance, show that the first informant had taken the appellant – Vishal with him and disclosed that he would be repaying his loan amount. We have reproduced the statements of these witnesses in short, hereinabove. In the Civil Suit filed by the first informant for cancellation of the sale deed, there is complete silence with respect to what is stated in the FIR, i.e. threatening at gun point to sign documents.

16. As far as appellant – Nitin is concerned, the only allegation as against him is that he has signed the documents, as a witness i.e (i) Memorandum of Understanding (MOU) dated 8th April 2019 (ii)

Agreement for Sale dated 16th April 2019 (iii) Special Power of Attorney dated 16th April 2019 and (iv) Deed of Assignment dated 25th February 2020. It appears that out of 4 witnesses, 3 witnesses have not named the appellant – Nitin and one witness i.e. Ravindra has named him after almost 3 months and that too, no overt act has been attributed to the said appellant.

17. Considering what is stated above, we are *prima facie* of the view that there are no reasonable grounds for believing that the appellants are guilty of the offences with which they are charged and as such the bar of Section 21(4) of the MCOC Act, will not apply. The appellants are in custody for about 2 ½ years. Accordingly, the appeals are allowed and the appellants are enlarged on bail, on the following terms and conditions :-

ORDER

i) The Appellants be enlarged on bail on furnishing P.R. Bond in the sum of Rs.25,000/- each with one or more sureties in the like amount;

ii) The Appellants shall attend the concerned Police Station, on the first Saturday of every month between 10.00 a.m. to 12.00 noon, till the conclusion of the trial, unless the date coincides with the trial Court date;

iii) The Appellants shall inform their latest place of residence and mobile contact number immediately after being released and/or change of residence or mobile details, if any, from time to time to the trial Court as well as to the concerned Police Station, in writing;

iv) The Appellants shall co-operate in the conduct of the trial and shall attend the trial Court on every date of hearing, unless exempted;

v) An undertaking to the aforesaid clauses (ii) to (v), shall be filed by the appellants in the Registry of the trial Court, within two weeks of their release;

vi) If there are 2 consecutive defaults either in attending the Police Station or if the appellants fail to appear before the trial Court or there is breach of any of the conditions as stated above, the prosecution will be at liberty to apply for cancellation of appellants' bail.

18. Appeals are allowed in the aforesaid terms and are accordingly disposed of.

19. It is made clear, that the observations made herein are *prima facie,* and the trial Court shall decide the case on its own merits, in accordance with law, uninfluenced by the observations made in this order.

All concerned to act on the authenticated copy of this order.

GAURI GODSE, J. ***REVATI MOHITE DERE, J.***