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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

106-2

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Alamjit Singh Mann

....Petitioner

V/s

State of Punjab and others

....Respondents

Date of decision: 23.02.2026**Date of Uploading : 23.02.2026****CORAM: HON'BLE MR. JUSTICE SUMEET GOEL**

Present: Mr. Sunil Chadha, Senior Advocate with
Ms. Taanvi Dhull, Advocate for the petitioner.

Mr. Adhiraj Singh Thind, AAG Punjab.

Mr. S.S. Narula, Senior Advocate with
Mr. H.S. Randhawa, Advocate for respondent Nos.2 to 5.

SUMEET GOEL, J. (Oral)

1. Present petition has been filed under Section 483(3) of BNSS, 2023, seeking cancellation of regular bail granted to respondent Nos.2 to 5 vide order 29.05.2024 passed by this Court in FIR No.151 dated 30.04.2024 registered for offences punishable under Sections 420, 406, 465, 467, 468, 471 and 120-B of IPC at Police Station Zirakpur, District SAS Nagar, Mohali.

2. The FIR, as lodged by the complainant, alleges that he is a co-owner to the extent of half share in the land forming part of the joint holdings of Singhpura Bhuda Joint Farming Society situated at Zirakpur. It has been further alleged that multiple civil litigations, including suits for injunction and contempt proceedings, were already pending before the competent Civil Courts at Derabassi, Mohali and Chandigarh in respect of



the said land and *status quo* orders had been passed restraining the defendants from alienating specific portions of the property or delivering possession to third parties. As per the complainant, despite the subsistence of the said civil court orders and the pendency of litigation, the office bearers of the Society, in connivance with private purchasers and revenue officials, proceeded to execute the sale transactions in respect of specific parcels of the joint land beyond their lawful share and projected the same for commercial exploitation. It has been further alleged that the accused persons purchased portions of the land with full knowledge of the ongoing disputes and thereafter, in active collusion with the then Halqa Patwari and other officials, applied for and obtained Change of Land Use (CLU) from the Municipal Committee, Zirakpur by submitting false affidavits and documents that no litigation was pending in respect of the property. The FIR asserts that the CLU was procured on the basis of misrepresentation and fabricated documents, despite the existence of court orders prohibiting transfer of specific portions and delivery of possession to third parties. It has been further alleged that on the strength of the said CLU, the accused persons attempted to commercially develop the land by proposing the construction of showrooms and by collecting substantial amounts from prospective purchasers. The complainant further alleges that such acts amount to cheating, criminal breach of trust, forgery of documents and use of forged documents as genuine, committed in furtherance of a criminal conspiracy, resulting in wrongful loss to him and corresponding unlawful gain to the accused. On these set of allegations, the present FIR came to be registered and investigation ensued.



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3. Vide order dated 29.05.2024 passed by Coordinate Bench of this Court, the respondent Nos.2 to 5 have been granted the concession of regular bail. The relevant of the said order reads thus:

“8. Admittedly, all the offences are triable by the Court of Judicial Magistrate Ist Class and all the petitioners are in custody and are not required by the police for any further investigation. Moreover, it appears that now matter has been compromised between the parties and it will take for presentation of challan. In the given circumstances, no purpose is going to be served by prolonging the judicial custody of the petitioners.

9. In light of above, without commenting on the merits of the case, the present petition is allowed and the petitioners are ordered to be released on bail subject to their furnishing bail bonds/surety bonds to the satisfaction of the trial Court/Chief Judicial Magistrate/Duty Magistrate concerned.”

4. Learned senior counsel for the petitioner has iterated that the anticipatory bail granted to respondent Nos.2 to 5 (herein) deserves to be cancelled as they have grossly misused the concession of bail. Learned senior counsel has further iterated that the concession of regular bail granted to respondent Nos. 2 to 5 vide impugned order was premised upon the compromise dated 27.05.2024 entered into between the parties, wherein the respondent Nos.2 to 5 (herein) have specifically undertaken that they would not carry out any activity on the land measuring 4 Bighas 0 Biswa till the dispute of the petitioner with Singhapura Bhuda Co-operative Joint Farming Society Ltd. remained pending. Furthermore, the respondent Nos.2 to 5 would maintain *status quo* with respect to the nature and possession of the land and in the event they intended to use the land for any purpose or to seek any permission from any authority, they would first obtain a ‘No Objection Certificate’ from the petitioner. Learned senior counsel has

further emphasized that despite the aforesaid undertaking, the respondents,

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after securing bail initiated proceedings for restoration of the CLU which has earlier been cancelled by the Additional Deputy Commissioner (Urban Development), S.A.S. Nagar, Mohali on 22.04.2024. Thereafter, respondent Nos.2 to 5 pursued the appellate remedy before the Director, Local Government, Punjab and upon remand of the matter, moved an application dated 13.06.2024 before the competent authority seeking to place additional documents on record for reconsideration of the CLU. This, according to the learned senior counsel, was done without obtaining the mandatory NOC from the petitioner which is a clear breach of the settlement which formed the basis for grant of regular bail. Learned senior counsel has further submitted that the conduct of the respondent Nos.2 to 5 demonstrates that the compromise has been entered into only to secure bail and they never intended to abide by its terms. It has been further contended that the co-accused namely Daljit Singh, who is alleged to be a key conspirator being the then Halqa Patwari, has been denied the concession of anticipatory bail by this Court, which reflects the seriousness of the allegations and the role of the accused persons in the present case. On the strength of these submissions, learned counsel has prayed for cancellation of regular bail granted to respondent Nos.2 to 5.

5. Learned State counsel has iterated that the regular bail has been granted to respondent Nos. 2 to 5 by this Court after considering the nature of allegations, the stage of investigation and the fact that a compromise has been entered into between the parties. According to learned State counsel, no material has been brought on record to show that the respondent Nos. 2 to 5 have attempted to tamper with prosecution evidence, influence

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witnesses, threaten the complainant, evade the process of law or otherwise misuse the concession of bail. It has been further submitted that the investigation has proceeded in accordance with law and final report under Section 193 of BNSS has been presented before the competent Court of jurisdiction on 13.09.2024.

6. Learned senior counsel appearing for respondent Nos. 2 to 5 has iterated that the present petition is misconceived and an abuse of the process of law. Learned senior counsel has further iterated that the parameters for grant of bail and cancellation of bail are entirely distinct and unless there is cogent material to show misuse of liberty, interference with investigation, tampering with evidence, influencing of witnesses or likelihood of absconding, the bail once granted ought not to be cancelled. It has been further contended that the respondent Nos.2 to 5 have fully cooperated with the investigation and there is no allegation, much less any material, to suggest that respondent Nos.2 to 5 have attempted to threaten the complainant, influence witnesses or hamper the trial in any manner. It has been further submitted that the mere filing of an application or appeal before a competent authority cannot be construed as misuse of the concession of bail. Furthermore, the disputes between the parties are essentially civil in nature arising out of alleged co-ownership and sale of joint land and the criminal proceedings have been initiated to give a colour of criminality to what is essentially a property dispute. Learned senior counsel has emphasized that the seriousness of the allegations has already been considered by this Court at the time of grant of bail and the same cannot be re-agitated at the stage of cancellation. Moreover, once the regular



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bail has been granted by the Court, the same will only be cancelled upon showing cogent and overwhelming circumstances. Thus, dismissal of the instant petition is entreated for.

7. I have heard learned counsel for the parties and have gone through the available records of the case.

8. It would be apposite to refer herein to a judgment passed by this Court titled as ***Dinesh Madan vs. State of Haryana and another*** in ***CRM-M-9029-2023***, decided on 17.05.2024; relevant whereof reads as under:-

“12. The concept of “cancellation of bail” is statutorily manifested in terms of Section 439 (2) of 1973 Code. This concept was embodied in the earlier statute i.e. 1898 Code as well albeit with difference(s). The ratio decidendi of judgment in case of ***Gurcharan Singh*** (supra) makes it clear that, in the 1898 Code, the bail granted by the High Court could be cancelled only by it & bail granted by a Sessions Court could be cancelled by such Sessions Court only. However, Section 439(2) of 1973 Code has vested power to cancel bail which has been granted “under this chapter” upon both the High Court as also the Sessions Court. The words “under this Chapter” relates to Chapter XXXIII of Cr.P.C. of 1973 & hence the unequivocal result thereof is that the High Court as also the Sessions Court have requisite powers to cancel “any bail” granted by “any Court” by way of powers vested under this Chapter. In other words; the High Court is well empowered to cancel a bail granted by itself or by a Sessions Court or by the Court of a Magistrate while the Sessions Court is empowered to cancel a bail granted by High Court or by itself or by a Magistrate. However, a Sessions Court can cancel bail granted by High Court only on account of supervening/new circumstances or on account of misconduct of such accused or on account of violation of any condition(s) imposed by the High Court while granting bail. The Magistrate can, of course, cancel bail granted by him but he cannot cancel a bail granted by High Court or Sessions Court except when such accused has violated/contravened any condition(s) imposed upon by such High Court or Sessions Court while granting bail to such accused. This position, is indubitable, as a Magistrate has been vested with powers for cancellation of bail only in terms of Section 437(5) of 1973



Code whereas the High Court and Sessions Court have been vested with powers under Section 439 of Cr.P.C., of 1973 to cancel “any bail granted under Chapter XXXIII of 1973 Code”.

12.1 Section 439(2) of Cr.P.C., 1973 deals with “any person who has been released on bail under this Chapter” i.e. Chapter XXXIII of 1973 Code, which engirths in itself, Section 438 of the Code (provision envisaging anticipatory bail/pre-arrest bail) as well. Hence such power operates in realm of all kinds of bails, whether regular bail or anticipatory bail. Ergo, there is no conceptual difference between cancellation of regular bail and cancellation of anticipatory bail except that a Magistrate will not have statutory power to cancel an anticipatory bail granted by High Court or Sessions Court.

*12.2. At this juncture, it would be profitable to consider an issue often springing up before Courts. Petition(s) labelled as plea(s) for “cancellation of bail” are filed in Court(s), more often than not, whether such applicant is actually seeking “cancellation of bail” on account of the accused misusing the grant of bail or on account of any supervening developments disentitling such accused to remain on bail OR where the plea raised is that, the bail ought not to have been granted at all vide the impugned order, in the factual conspectus of such case. The 1973 Code neither stipulates the words “cancellation of bail” nor “setting-aside of a bail order” but only stipulates the words “any person who has been released on bail be arrested and committed to custody”. There is no gainsaying that there is a foundational difference between “cancellation of bail” and “setting-aside of a bail order”; a difference which, by way of simile, can be said to be as stark as between chalk and cheese. The Hon’ble Supreme Court in cases of **Ranjit Singh** (supra) and **Neeru Yadav** (supra) has incontestably articulated that “cancellation of bail” is sought for on account of supervening circumstances/subsequent developments/misconduct of accused etc. whereas “setting-aside of a bail order” is sought for by laying challenge to the said bail order on ground of it being perverse or based on irrelevant material(s). The parameters for consideration of the two are, accordingly, different and contrastive.*

13. The next aspect that craves attention is as to what are the factors relevant for considering of a plea for “cancellation of bail” or “setting-aside of a bail order.” At the very outset; it deserves to be noted that, it is too far well settled a principle to be ratiocinated upon, that consideration(s) for grant of bail vis.-a-vis. cancellation/setting-aside thereof are entirely different.



14. In a plea seeking “cancellation of bail”; such applicant ought to show, primarily, subsequent supervening circumstances such as accused having endeavored to influence/intimidate witness(s) or accused having violated bail condition(s) or accused having committed another offence(s) or accused having secured bail by misrepresenting/concealing material fact(s) or bail having been granted in ignorance/violation of statutory provisions and factors of akin nature. The Hon’ble Supreme Court in the case of **Himanshu Sharma** (supra) has delineated the nature and kind of such factors as have been stated by this Court hereinabove.

14.1. Further, the Hon’ble Supreme Court in the case of **Sanjay Gandhi** (supra) has enounced regarding the nature and degree of burden upon the applicant (seeking cancellation of bail). The plea of such an applicant has to be tested on the anvil of preponderance of probabilities & such an applicant is not required to prove, beyond reasonable doubt, the facts pleaded by him in support of such a plea.

15. In a plea seeking “setting-aside of a bail order”; the factors required to be considered are as to whether bail has been granted on relevant consideration(s); grounds required to be evaluated for grant of bail have been duly factored into the order granting bail and other factors of akin nature. The Hon’ble Supreme Court in the case of **Jagjit Singh** (supra) has held that the High Court or Sessions Court can set-aside an order granting bail passed by an inferior Court if such order is based on irrelevant considerations, order granting bail has resulted in miscarriage of justice etc. It goes without saying that the High Court or Sessions Court; while dealing a plea for setting-aside a bail order; sits in a jurisdiction, which is akin to appellate jurisdiction & hence it can look into the veracity and propriety of the order (granting bail) from all the perspectives. However, a Court while dealing with such a plea, ought not to substitute its own opinion with the one expressed in the impugned order.

16. It would not be pragmatic to even attempt to lay-down exhaustive parameters in this regard as every case, especially a criminal case, is sui generis. Such a quixotic attempt ought to be avoided as no inexorable formulae can be laid down in this regard.

17. As an epilogue to above discussion, the following principles emerge:

I. (i) There is a conceptual distinction, between “cancellation of bail” & “setting-aside of a bail order”. In a plea seeking “cancellation of bail”; the factors required to be considered are akin to supervening circumstances/events or mis-conduct of accused whereas in a plea



seeking “setting-aside of a bail order”; the factors required to be considered are akin to the order in question being unjustified or illegal or not based on relevant consideration(s). In other words, a plea seeking “setting aside of a bail order” is more in the nature of laying challenge to an order granting bail before a superior Court upon merits thereof.

(ii) It would be pragmatic as also desirable, for the cause of ease and clarity, that a plea filed under Section 439 of Cr.P.C., 1973 clearly states as to whether the plea is for “cancellation of bail” or for “setting aside of a bail order.” or on both accounts.

II. Plea seeking cancellation of Regular Bail.

(i) A High Court has power to cancel regular bail granted by itself or by a Sessions Court or by a Magistrate’s Court.

(ii) A Sessions Court has a power to cancel regular bail granted by High Court or by itself or by a Magistrate’s Court. However, the Sessions Court can cancel regular bail granted by High Court only where the accused has violated any condition(s) imposed by the High Court (while granting bail) or on account of such accused having misused liberty granted to him by trying to influence witness(s) or having tried to delay trial by absenting himself or having committed another offence(s) while on bail and other factors of akin nature. In other words, a Sessions Court can cancel bail granted to an accused by High Court only on account of such like supervening/subsequent events but cannot adjudicate upon veracity of the High Court order (whereby bail was granted to such accused.)

(iii) A Magistrate does have the power to cancel a regular bail granted by him in terms of Section 437(5) of Cr.P.C. 1973. However, a Magistrate does not have the power to cancel regular bail granted by the High Court or Sessions Court except in a situation wherein the accused has violated any condition(s) imposed upon him when granted such bail by the High Court or the Sessions Court.

(iv) In case cancellation of a regular bail granted by the Sessions Court is sought for; such plea ought to be ordinarily filed before the Sessions Court itself. However, since there is concurrent jurisdiction of the High Court as also Sessions Court in terms of Section 439(2) of Cr.P.C. 1973, the filing of such a plea straight away before the High Court is not ipso facto barred. At the same time, it would be expedient that such a plea (filed straight away before the High Court) must show cogent reason(s) for not approaching the Sessions Court in the first instance.

(v) The factors for consideration in a plea for cancellation of a regular bail are whether the accused has misused liberty granted to him by trying to



influence witness(s) or has tried to delay trial or has committed another offence(s) while on bail, whether the accused has flouted the cancellation of bail, whether bail was procured by misrepresentation or fraud or concealing relevant material and similar factors of akin nature. There is no gainsaying that above factors are only illustrative in nature as it is not axiomatic to exhaustively enumerate them.

(vi) Where such plea raises ground(s) that bail has been granted on account of misrepresentation of facts or a fraud having been played on Court which has granted bail or concealment of material/relevant facts; it would be expedient that such plea be filed, in the first instance itself, before the Court which had granted bail in question.

(vii) The degree and nature of proof required to be shown by an applicant (seeking cancellation of regular bail) is that of preponderance of probabilities and not one of being beyond reasonable doubt.

III. Plea seeking setting-aside of regular bail order.

(i) A plea seeking “setting-aside of a bail order” has to be essentially filed in the Court, superior to the one which has granted bail.

(ii) In case setting-aside of a bail order granted by the Magistrate’s Court is sought for, such plea ought to be ordinarily filed before the Sessions Court. However, since there is concurrent jurisdiction of the High Court as also Sessions Court in terms of Section 439(2) of Cr.P.C. 1973, the filing of such a plea straight away before the High Court is not ipso facto barred. At the same time, it would be expedient that such a plea (filed straight away before the High Court) must show cogent reason(s) for not approaching the Sessions Court in the first instance.

(iii) For setting-aside a bail order passed by a Sessions Court; such plea, but of-course, will have to be filed before the High Court.

IV. Plea seeking cancellation of anticipatory bail/pre-arrest order

(i) A High Court has power to cancel an anticipatory bail granted by it or by a Sessions Court.

(ii) A Sessions Court has power to cancel an anticipatory bail granted by High Court or earlier granted by it. However, the Sessions Court can cancel anticipatory bail granted by High Court only where the accused has violated any condition(s) imposed by the High Court (while granting such bail) or on account of such accused having misused liberty granted to him by trying to influence witness(s) or having tried to delay trial by absenting himself or having committed another offence(s) while on bail and other factors of akin nature. In other words, a Sessions Court can cancel anticipatory bail granted to an accused by High Court only on account of



such likes supervening/subsequent events but cannot adjudicate upon veracity of the High Court order (whereby such bail was granted to such accused.)

(iii) In case cancellation of an anticipatory bail granted by Sessions Court is sought for; such plea ought to be filed ordinarily before Sessions Court itself. However, since there is concurrent jurisdiction of the High Court as also Sessions Court in terms of Section 439(2) of Cr.P.C. of 1973, the filing of such a plea straight away before the High Court is not barred. At the same time, it would be expedient that such a plea (straight away filed before High Court) must show cogent reasons for not approaching the Sessions Court in first instance.

(iv) The factors for consideration in a plea for cancellation of an anticipatory bail are whether the accused has misused liberty granted to him by trying to influence witness(s) or has tried to delay trial or has committed another offence(s) while on bail, whether accused has flouted the cancellation of bail, whether bail was procured by misrepresentation or fraud or concealing relevant material, and similar factors of akin nature. There is no gainsaying that above factors are only illustrative in nature as it is not axiomatic to exhaustively enumerate them.

(v) Where such plea raises ground(s) that bail has been granted on account of misrepresentation of facts or a fraud having been played on Court which has granted bail or concealment of material/relevant facts; it would be expedient that such plea be filed, in the first instance itself, before the Court which had granted bail in question.

(vi) The degree and nature of proof required to be shown by an applicant (seeking cancellation of an anticipatory bail) is that of preponderance of probabilities and not one of being beyond reasonable doubt.

V. Plea seeking setting aside of an anticipatory bail/pre-arrest bail order

(i) A plea seeking setting aside of an anticipatory bail/pre-arrest bail order by a Sessions Court has to be essentially filed before High Court.

(ii) The factor, required to be considered in a plea seeking setting aside of an anticipatory/pre-arrest bail order; is as to whether the impugned order (granting anticipatory bail/pre-arrest bail) has objectively dealt with nature and gravity of allegations against accused, role of accused in the crime(s) alleged, need for custodial interrogation, likelihood of accused influencing the investigation/witnesses, likelihood of the accused absconding from process of justice etc.



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VI. *Where a plea made under Section 439(2) of Cr.P.C. 1973 raises grounds regarding “cancellation of bail” as also for “setting aside of bail order”, such plea has to be essentially made before the superior Court.*

9. The factual matrix, as emerging from the record, is that the FIR in question has been registered at the instance of the petitioner, who claims to be a co-owner in the land forming part of the joint holdings of Singhpura Bhuda Joint Farming Society situated at Zirakpur. It is not in dispute that civil litigation with respect to the said land has been pending between the parties for a considerable period and orders of *status quo* had been passed by the competent Civil Court restraining the defendants from alienating specific portions of the joint land and from delivering possession to third parties. The allegations in the FIR are that the office bearers of the Society, in connivance with the private purchasers including respondent Nos. 2 to 5 and the then Halqa Patwari, dealt with specific parcels of land beyond their share and procured ‘Change of Land Use’ (CLU) from the Municipal Committee, Zirakpur by submitting affidavits and documents falsely declaring that no litigation was pending in respect of the property. It is further alleged that on the strength of such CLU, the accused persons projected commercial development on the land and attempted to sell showrooms to prospective purchasers, thereby causing wrongful loss to the petitioner. The record further reflects that respondent Nos. 2 to 5 were arrested during investigation and their applications for regular bail were dismissed by the learned Judicial Magistrate First Class as well as by the learned Additional Sessions Judge, S.A.S. Nagar, Mohali. Thereafter, they approached this Court and during the pendency of the bail petition, a compromise dated 27.05.2024 was placed on record, whereafter this Court

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has granted them the concession of bail vide impugned order. The principal ground now urged before this Court seeking cancellation of bail is that the respondent Nos.2 to 5, after granting the concession of regular bail, have pursued the proceedings before the competent authority for restoration of CLU without obtaining a 'No Objection Certificate' from the petitioner, which, according to the petitioner, is in violation of the terms of the compromise.

10. However, from the material placed on record, it transpires that the proceedings relating to 'CLU' are pending before the administrative authorities and the question whether the respondents were justified in pursuing the same or whether such action is in breach of any settlement between the parties, are matters which fall within the domain of the competent civil or statutory forum. The same cannot be ratiocinated upon by this Court in a petition seeking cancellation of bail. Furthermore, there is no material on record to show that after grant of bail the respondent Nos.2 to 5 have misused the concession of bail by tampering with prosecution evidence, influencing witnesses, evading the process of law or otherwise interfering with the course of investigation or trial. The mere fact that the respondent Nos.2 to 5 are pursuing remedies available to them before statutory authorities or that disputes continue to subsist between the parties in relation to the land, would not constitute a supervening circumstance so as to warrant cancellation of bail. It is also pertinent to note that the regular bail granted by this Court was not only on the basis of compromise between the parties. The Court has also looked into the merits of the case, the nature of the allegations and the stage of investigation. Furthermore, even if there

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is an allegation that the compromise has been violated that alone is not a valid ground to cancel the concession of regular bail. It is worthwhile to note herein that it is neither the stand of the State nor of the petitioner (herein) that the respondent Nos.2 to 5 have misused the concession of regular bail granted by this Court by threatening/intimidating the witness(s) or by trying to influence the investigation/trial etc. It is well settled that the cancellation of bail stands on a different footing from the initial grant of bail. No material has been placed on record to *prima facie* establish that respondent Nos.2 to 5 have influenced witnesses or obstructed the course of justice in the pending trial. In the absence of any clear, cogent and convincing material showing violation of bail conditions or misuse of liberty by respondent Nos.2 to 5, this Court does not find any justification to exercise the extraordinary power of cancellation of anticipatory bail. Moreover, there is nothing on record to suggest that the respondent Nos.2 to 5 have misused the concession of bail. It is trite law that bail cannot be cancelled merely on re-appreciation of facts already considered at the time while granting the same unless there is abuse of the liberty so granted.

11. In the absence of any cogent material to show that respondent Nos.2 to 5 have misused the concession of regular bail, no case is made for cancellation of regular bail. The order passed by this Court is a well-reasoned speaking order and cannot be said to be suffering from vice of non-application of judicial mind. This Court, keeping in view the entirety of the facts and circumstances of the case(s) in hand, does not find any good ground to hold that this Court, while passing the impugned order has



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overstepped its jurisdiction or has not exercised the same in right perspective. Therefore, the petition in hand deserves rejection.

12. Keeping in view the entirety of the facts and circumstances of the case in hand, no ground is made out to set-aside the regular bail earlier granted to respondent Nos.2 to 5 vide the impugned order. Therefore, the petition in hand deserves rejection.

13. As a sequel to the above discussion, the present petition, seeking cancellation of regular bail passed by this Court, is dismissed.

14. It, indubitably, goes without saying that nothing said hereinabove shall be construed as an expression of opinion on the merits of the case.

15. Pending application(s), if any, shall also stand disposed off.

(SUMEET GOEL)
JUDGE

February 23, 2026
Ajay

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No