IN THE COURT OF SH. SAMAR VISHAL, ADDITIONAL SESSIONS JUDGE-02, SOUTH DISTRICT, SAKET COURTS, NEW DELHI

CRIMINAL APPEAL NO. 505/2025

CNR NO. DLST01-0168192025

IN THE MATTER OF

Kevin Kapadia
S/o Sh. Shashikant Kapadia
R/o A/3-8, Amrpali Flats
New Sharda Mandir Road
Paldi, Ahmedabad-380007

….Appellant

Versus

Ajit Sinha
S/o Sh. Shyam Bihari Sinha
Office at 15th Floor
Eros Corporate Towers
Nehru Place, Delhi-110048

…..... Respondent

DATE OF INSTITUTION	: 15.10.2025
DATE OF ARGUMENTS	: 31.01.2026
DATE OF PRONOUNCEMENT	: 23.02.2026
DECISION	: Allowed

JUDGMENT

1. The present appeal is directed against the judgment dated 04.08.2025, passed by the Learned Judicial Magistrate First Class–02 (NI Act), South District, Saket Courts, New Delhi (hereinafter referred to as 'Ld. Trial Court'), whereby the appellant/accused Kevin Kapadia, was convicted for the offence punishable under Section 138 of the Negotiable Instruments Act 1881, in Complaint Case instituted by the complainant/respondent Ajit Sinha.

2. The appeal also assails the Order on Sentence dated 10.09.2025, whereby the Ld. Trial Court sentenced the appellant to undergo simple imprisonment till the rising of the Court and further directed him to pay a fine of Rs.1,47,00,000/- (Rupees One Crore Forty-Seven Lakhs only). The entire amount was ordered to be paid to the complainant as compensation under Section 357(3) of the Code of Criminal Procedure, 1973 within a period of 60 days. In default of payment of the said compensation, the appellant was directed to undergo simple imprisonment for a period of five months. It was further directed that in case of non-payment within the stipulated period, the compensation amount shall be recoverable in accordance with Sections 421/431 of the Code of Criminal Procedure, 1973.

3. The present complaint was filed by the complainant Ajit Sinha before the Ld. Trial Court on 20.07.2021. It was alleged by the

complainant that the complainant is a businessman and an investor. The accused persons were also into the business of investment in shares of various companies of stock market. The initial complaint was filed against the accused Kevin Kapadia and his father Shashi Kant Kapadia. On 25.11.2021, the complainant withdrawn his case against Shashi Kant Kapadia and accordingly case was prosecuted only against Kevin Kapadia.

4. According to the complaint, the accused approached him and compelled him to invest his hard earned money with him. The complainant arranged Rs.23 lacs through cheque and at the request of accused, this money was transferred to Kapadia Corporation. The complaint shows that the entire amount of Rs.23 lacs was transferred from the account of one Mukesh Kumar except Rs.6 lacs which were transferred from the account of Sanjukta Sinha. The complainant also alleges that he gave Rs.45 lacs in cash to the accused in the presence of Ameet Mahendra Bhai to buy two lacs shares of Kings Infra Ventures Limited at the rate of Rs.22/- per share and as per the advice of the accused as they assured the complainant to return the invested amount with the share of profit not less than 24% per annum.

5. The complainant further alleged that the accused played fraud with the complainant by selling the paid up stock which was purchased out of the investment made by the complainant and also sold the part of his stocks without informing him. It has been averred that such acts were

done clandestinely, thereby causing grave financial loss and eroding the trust reposed by the complainant in the accused.

6. After much persuasion and efforts, the complainant and accused entered into settlement dated 31.12.2020, and in pursuance thereof, the accused issued a cheque drawn on AU Small Finance Bank dated 09.04.2021 in discharge of legal liability towards the complainant. The issuance of the cheque was stated to be in acknowledgment of the subsisting liability arising out of the investment transactions and subsequent settlement. However, when the said cheque was presented for encashment, the same was dishonoured with the remarks ***"drawer signature differs"*** vide return memo dated 13.04.2021, thereby frustrating the expectation of the complainant to receive the settled amount.

7. Thereafter, after completing the formalities required under the Negotiable Instruments Act 1881, the complainant instituted the present proceedings before the Ld. Trial Court. Upon consideration of the material placed on record, the Ld. Trial Court took cognizance of the offence on 11.02.2022 and proceeded in accordance with law.

8. On 20.04.2022, notice under Section 251 of the Code of Criminal Procedure 1973, was framed against the accused Kevin Kapadia. Upon the substance of accusation being explained to him, he pleaded not guilty and claimed trial. The accused did not admit his signatures on the cheque in question and categorically denied the same. He further stated that he had not received the legal notice issued in respect of the dishonour of the

cheque in question. However, he admitted that the address mentioned in the legal demand notice was correct and pertained to him.

9. Thereafter, the complainant examined himself as CW1 in support of his case. He was duly cross-examined by the defence. No other evidence was led on behalf of the complainant. The accused was subsequently examined under Section 313 of the Code of Criminal Procedure 1973, wherein the incriminating circumstances appearing in evidence were put to him. In his statement, the accused asserted that the complainant had not given Rs.45 lakhs in cash. He reiterated that the cheque in question does not bear his signature and further stated that he had not filled in the amount mentioned in the cheque in question. He also denied having signed the settlement agreement Ex. CW1/1. Additionally, he stated that after the year 2015, he had not opened any demat account in the stock market in his name.

10. Subsequent to his conviction, the present appeal has been preferred by the appellant Kevin Kapadia, primarily on the ground that the essential ingredients of Section 138 of the Negotiable Instruments Act, 1881 are conspicuously absent in the present case. It has been contended that the existence of a legally enforceable debt or liability is the sine qua non for maintaining a prosecution under Section 138 of the NI Act, and that in the absence of proof of such legally recoverable liability, the conviction cannot be sustained in the eyes of law.

11. The appellant has further assailed the legal demand notice on the ground that it is contradictory to the averments made in the complaint. It has been pointed out that in the legal notice, there is no mention that a sum of Rs.45 lakhs was allegedly given to the accused for the purpose of purchasing two lakhs shares of Kings Infra Ventures. According to the appellant, the subsequent introduction of the alleged payment of Rs.45 lakhs in the complaint is nothing but an afterthought and a fabricated story, devised to strengthen a weak case. It is urged that the complainant has failed to place any cogent or reliable material on record to substantiate the alleged cash payment of Rs.45 lakhs.

12. It has also been emphasised that the person, namely Ameet Mahendra Bhai, in whose presence the complainant allegedly handed over the said amount of Rs.45 lakhs in cash, has not been examined before the Ld. Trial Court. The non-examination of such a material witness, according to the appellant, casts a serious shadow of doubt over the veracity of the complainant's version.

13. Further, it has been contended that there exists a material inconsistency between the complaint and the legal notice with regard to the amount allegedly invested. While the complaint states that the complainant invested Rs.23 lakhs, the legal notice mentions that the complainant invested Rs.25 lakhs. This discrepancy, as argued, strikes at the root of the complainant's case. It has also been urged that even as per the complainant's own showing, the sum of Rs.23 lakhs was invested in

Kapadia Corporation and not with the accused Kevin Kapadia in his personal capacity, thereby demolishing the foundation of personal liability sought to be fastened upon the appellant.

14. In reply, the respondent/complainant has supported the judgment of the Ld. Trial Court, contending that the same suffers from no infirmity or illegality. It has been argued that the appellant has failed to rebut the statutory presumption operating against him by virtue of the provisions of the Negotiable Instruments Act 1881, and that the defence raised is neither probable nor sufficient to displace the presumption of legally enforceable debt. According to the respondent, the conviction recorded by the Ld. Trial Court is well-reasoned, based on proper appreciation of evidence, and calls for no interference by this Court.

15. I have heard the learned Counsels for the appellant and the respondent at length and have carefully perused the entire record, including the impugned judgment, the order on sentence, the evidence led before the Learned Trial Court, and the grounds urged in the present appeal.

16. The Ld. Trial Court observed that in order to discharge the initial burden cast upon him, the complainant examined himself as CW-1 and tendered his evidence by way of affidavit Ex. CW1/A. Along with the said affidavit, the complainant placed reliance upon and proved various documents exhibited as Ex. CW1/1 to Ex. CW1/8. Upon consideration of the oral testimony and the documentary evidence brought on record, the

Ld. Trial Court came to the conclusion that the complainant had succeeded in discharging the initial burden required of him in proceedings under Section 138 of the Negotiable Instruments Act 1881.

17. With regard to the controversy surrounding the signatures on the cheque in question, the Ld. Trial Court noted that the primary ingredient of an offence under Section 138 of the NI Act is the issuance of a cheque by the drawer in favour of the payee. The complainant's case is that the accused issued the cheque in question in his favour towards repayment of the alleged liability arising out of the settlement agreement Ex. CW1/1. On the other hand, the accused denied his signatures on the cheque in question.

18. The Ld. Trial Court further relied upon the judgment of the Hon'ble Supreme Court in ***M/s Laxmi Dycchem vs State of Gujarat & Others (2012) 13 SCC 375***, wherein it was authoritatively held that dishonour of a cheque on the ground that the "signature does not match" or that the "image is not found", indicating a mismatch of specimen signatures, would nonetheless fall within the sweep and ambit of Section 138 of the NI Act. The Hon'ble Supreme Court observed that such grounds of dishonour do not exclude the operation of the statutory presumptions under Sections 118 and 139 of the Act. Thus, mere denial of signatures or dishonour on account of signature mismatch does not, by itself, oust the applicability of the presumptive regime contemplated under the statute.

19. It was also noted that the phrase "unless the contrary is proved" occurring in Section 139 unmistakably signifies that the presumption is rebuttable in nature. However, until such time as the accused discharges the burden of rebuttal by raising a probable defence, the presumption continues to operate in favour of the complainant.

20. Accordingly, the Trial Court noted that in the present case, despite the denial of signatures on the cheque in question, the statutory presumption under Section 118(a) read with Section 139 of the NI Act remains intact and operative, unless and until the accused succeeds in rebutting the same on the touchstone of preponderance of probabilities. In this regard, reliance was also placed upon the judgment of the Hon'ble Supreme Court in ***Basalingappa vs Mudibasappa***, wherein it was reiterated that the burden upon the accused to rebut the presumption is not as onerous as that of the prosecution, yet it must be discharged by bringing on record such material which renders the existence of the legally enforceable debt doubtful or improbable.

21. With regard to the issue whether the accused has been able to establish, on the touchstone of preponderance of probabilities, that no legally enforceable debt or liability existed towards the complainant in relation to the cheque in question, the Ld. Trial Court undertook a scrutiny of the material elicited during cross-examination, particularly the correspondences exchanged through emails.

22. The Ld. Trial Court noted that during the course of cross-examination, it emerged that the accused had knowledge that communications pertaining to dealings in King Infra shares, especially those involving the complainant and other individuals, were being conducted through the email address kevinkapadia99@gmail.com. Despite such knowledge, the accused denied any participation in the said transactions. The Ld. Trial Court found this denial to be highly implausible and inconsistent with the surrounding circumstances brought on record.

23. It was further observed that the accused had demonstrable access to the records of Kapadia Corporation, as reflected from the documents filed by him during the course of proceedings. The very fact that such records were produced by the accused indicates not merely incidental familiarity, but a degree of control and access to the affairs of the said entity. This circumstance, when read conjointly with his admitted awareness of the key email communications relating to the share transactions, was considered by the Ld. Trial Court to cast a serious doubt on the genuineness of his stand.

24. The cumulative effect of these factors, as reasoned by the Ld. Trial Court, raised substantial concerns regarding the credibility of the accused's denial and suggested a probable nexus between him and the financial transactions underlying the cheque in question. Consequently, the Ld. Trial Court concluded that the accused had failed to probabilise

his defence or to rebut the statutory presumption in a manner sufficient to displace the existence of a legally enforceable debt or liability.

25. The Ld. Trial Court further observed that, most significantly, the accused failed to lodge any complaint with any competent authority or law enforcement agency alleging misuse of the cheque in question or fabrication of the document purportedly bearing his signature, marked as Ex. CW1/1. In cases where forgery or fraudulent use of a document is asserted, it is both customary and expected that the aggrieved party acts with promptitude and initiates appropriate legal proceedings or reports the matter to the concerned authorities. The complete absence of any such complaint or remedial action on the part of the accused was considered by the Ld. Trial Court to be a circumstance of considerable significance. This inaction, in the face of serious allegations of forgery and misuse, was held to seriously undermine the credibility of the defence set up by the accused and to cast a substantial doubt upon the authenticity and bona fides of his stand.

26. Before the the Trial court, Ld. Counsel for the accused contended that there exists a discrepancy in the amounts mentioned in the complaint and the legal demand notice. It was pointed out that while the complaint refers to a sum of Rs.23 lakhs, the legal demand notice as well as the settlement agreement Ex. CW1/1 refer to a sum of Rs.25 lakhs. It was also argued that the amount of Rs.45 lakhs allegedly paid in cash does not find mention in the said settlement agreement. On the strength of

these inconsistencies, it was urged that the complainant’s version is unreliable and suffers from material contradictions.

27. However, the Ld. Trial Court took the view that the complainant has primarily founded his case on the settlement agreement Ex. CW1/1 and the cheque issued pursuant thereto. It was observed that as per the settled position of law, once the execution of the document and the issuance of the cheque are established, the statutory presumption under Section 139 of the Section 138 of the Negotiable Instruments Act 1881 comes into operation in favour of the complainant. Upon the raising of such presumption, the burden shifts upon the accused to rebut the same and to disprove the version advanced by the complainant.

28. In the present case, the Ld. Trial Court found that the accused has failed to bring on record any cogent, reliable, or convincing evidence to rebut the statutory presumption. No substantive material was produced to probabilise the defence or to demonstrate that no legally enforceable debt or liability existed. Consequently, the defence put forth by the accused was held to remain unsubstantiated, and insufficient to displace the presumption operating in favour of the complainant.

29. The Ld. Trial Court noted that the Hon’ble Supreme Court in ***Rangappa v. Sri Mohan (2010) 11 SCC 441*** and ***Basalingappa v. Mudibasappa, AIR 2019 SC 1983*** has held that the presumption under Section 139 is a rebuttable presumption and the burden lies upon the accused to rebut it on a preponderance of probabilities, not beyond

reasonable doubt. This can be done either by leading positive evidence or by relying on the material brought on record by the complainant to cast doubt on the complainant's case. In this case accused has failed to bring anything on record, so that his version can be believed. Accused has failed to produce any substance on record which could show that there is no legally enforceable liability against the cheque in question. Mere denial, without supporting documents or material, does not amount to rebuttal of presumption.

30. On the basis of these analysis, Ld. Trial Court convicted the appellant/accused as aforesaid.

31. After hearing the arguments advanced by learned counsels for both sides and upon a consideration of the material available on record, the Learned Trial Court, vide the impugned judgment dated 04.08.2025, recorded a finding of guilt and convicted the accused for the offence punishable under Section 138 of the Negotiable Instruments Act 1881. Consequent upon the said conviction, the Learned Trial Court proceeded to pass the order on sentence dated 10.09.2025 against the accused. Being dissatisfied and aggrieved by the said judgment of conviction as well as the consequential order on sentence, the appellant has preferred the present appeal, invoking the appellate jurisdiction of this Court.

32. I have carefully examined the impugned judgment rendered by the Learned Trial Court. The scheme of the Negotiable Instruments Act 1881 incorporates two significant statutory presumptions in favour of the

holder of the cheque. Firstly, under Section 118(a) of the Act, there arises a presumption as to the passing of consideration, thereby presuming that every negotiable instrument was made or drawn for consideration. Secondly, under Section 139 of the Act, there arises a further presumption that the holder of a cheque received the cheque of the nature referred to in Section 138 for the discharge, in whole or in part, of any debt or other legally enforceable liability. These presumptions, though rebuttable, form the backbone of the legislative intent to enhance the credibility of commercial transactions carried out through negotiable instruments.

33. Section 139 of the Negotiable Instruments Act 1881 thus raises a presumption in favour of the holder regarding the existence of a legally enforceable debt or liability in discharge of which the cheque is stated to have been issued. The Hon'ble Supreme Court in B*asaligappa. Vs Mudibapassa (supra)* summarised the legal position governing the presumptions under Sections 118(a) and 139 of the Act as under-:

(i) Once the execution of cheque is admitted Section 139 of the Act mandates a presumption that the cheque was for the discharge of any debt or other liability.

(ii) The presumption under Section 139 is a rebuttable presumption and the onus is on the accused to raise the probable defence. The standard of proof for rebutting the presumption is that of preponderance of probabilities.

(iii) To rebut the presumption, it is open for the accused to rely on evidence led by him or accused can also rely on the materials submitted by the complainant in order to raise a probable defence. Inference of preponderance of probabilities can be drawn not only from the materials brought on record by the parties but also by reference to the circumstances upon which they rely.
(iv) That it is not necessary for the accused to come in the witness box in support of his defence, Section 139 imposed an evidentiary burden and not a persuasive burden,
(v) It is not necessary for the accused to come in the witness box to support his defence.

34. On the touchstone of the aforesaid settled principles of law and guided by the judicial precedents governing the scope and ambit of Sections 118(a) and 139 of the Negotiable Instruments Act 1881, I now proceed to re-appreciate the facts and the evidence led in the case and examine the correctness, legality and propriety of the impugned judgment in the light of the material available on record. An appellate court, while dealing with an appeal against conviction, is duty bound to independently scrutinise the evidence and determine whether the findings recorded by the trial court are sustainable in law and borne out from the record. It is in this backdrop that the entire case has been revisited.

35. At the very foundation of the complainant's case lies the assertion that he invested a sum of Rs.23 lakhs with the accused. In support of this assertion, the complainant has appended a tabulated statement in the complaint delineating the dates and amounts allegedly transferred towards such investment. As per the said table, Rs. 50,000/- was credited on 25.11.2019; Rs. 6,50,000/- was credited on two separate occasions, namely on 26.11.2019 and 16.12.2019; and Rs. 3,50,000/- was credited on 25.02.2020 — all from the bank account of one Mukesh Kumar to Kapadia Corporation. Additionally, a sum of Rs.6,00,000/- was transferred on 17.12.2019 from the bank account of one Sanjukta Sinha to Kapadia Corporation.

36. However, what emerges as a conspicuous lacuna in the complainant's case is the complete absence of evidence explaining who Mukesh Kumar and Sanjukta Sinha are, and in what capacity they are connected with the complainant. The complainant has not placed on record any document, agreement, authorisation, or financial instrument demonstrating that these individuals were acting on his behalf. Neither Mukesh Kumar nor Sanjukta Sinha has been examined as a witness to substantiate that the sums transferred from their respective accounts were, in fact, investments arranged by or belonging to the complainant. In criminal jurisprudence, particularly in proceedings under Section 138 of the Act, the initial presumption may arise in favour of the complainant; however, when serious doubts are cast upon the origin and

ownership of the funds allegedly invested, the complainant is expected to provide some credible explanation. The evidentiary chain connecting the complainant to the alleged investment of Rs. 23 lakhs remains incomplete and uncorroborated. There is, therefore, a palpable disconnect between the complainant and the alleged financial transactions. Therefore, it has not been proved that it was the complainant who invested Rs. 23 lacs with the accused as alleged as his complaint portrays a different picture. Thus the first foundational fact of legal liability in lieu of which the cheque was issued has been demolished by the complainant itself.

37. This infirmity is further compounded by the discrepancy between the legal demand notice and the complaint. In the legal notice issued prior to the institution of proceedings, the complainant stated that he had invested Rs. 25 lakhs. In contrast, in the complaint filed before the Learned Trial Court, the investment is described as Rs. 23 lakhs. This variation of Rs. 2 lakhs has not been explained either in the pleadings or during the evidence of the complainant. The legal notice forms the bedrock of proceedings under Section 138, as it crystallises the claim and communicates the alleged liability to the drawer of the cheque. An inconsistency in such a foundational document cannot be brushed aside as a trivial error, particularly when it pertains to the principal amount allegedly invested. The absence of any clarification regarding this

discrepancy creates uncertainty about the very genesis of the alleged liability.

38. The complainant has further alleged that he paid an additional sum of Rs.45 lakhs in cash to the accused for purchase of shares. This allegation is critical to his case, as it substantially enhances the financial exposure allegedly incurred by the complainant. However, strikingly, this fact is entirely absent from the legal notice as well as the settlement agreement ExCW1/1. The omission of such a substantial transaction from the statutory notice and the agreement ExCW1/1 weakens the credibility of the claim. If indeed Rs.45 lakhs had been paid in cash, it would be reasonable to expect that such a pivotal fact would find mention in the earliest communication asserting liability or in the subsequent settlement.

39. In his deposition, the complainant stated that the sum of Rs.45 lakhs was handed over in the presence of Ameet Mahendrabhai and Uday Mehta. Yet, neither of these individuals has been examined as a witness. Their non-examination is importance, as they are alleged to be eyewitnesses to a substantial cash transaction. No contemporaneous receipt, acknowledgment, ledger entry, or written confirmation has been produced to corroborate this payment. In commercial transactions involving such significant sums, some documentary trail is ordinarily expected. Moreover, Rs.45 lakhs constitutes a substantial amount, and the complainant has not adduced any evidence to establish his financial

capacity to advance such an amount in cash. No bank withdrawal statements, income records, or proof of source of funds have been produced. The absence of proof regarding financial capacity and source of funds creates a serious dent in the complainant's version. Thus again the foundational fact of legal liability in lieu of which the cheque was issued stands demolished in view of the lack of proof of the alleged payment of Rs. 45 lacs in cash.

40. Equally perplexing is the circumstance that the cheque in question, amounting to Rs.1,05,00,000/-, is alleged to have been issued pursuant to the settlement agreement Ex. CW1/1. Yet, the settlement deed does not specify the precise amount reflected in the cheque. There is no explicit mention of Rs.45 lakhs allegedly paid in cash. The settlement agreement, which is relied upon as the foundation of liability, is silent on crucial components of the complainant's claim. If the cheque was indeed issued in discharge of liability arising out of a settlement, the settlement document ought to have clearly reflected the consolidated liability and its components. The absence of such clarity renders the nexus between the settlement and the cheque tenuous.

41. The Learned Trial Court has relied upon certain email correspondences to connect the accused with the transaction. However, these emails are not shown to be direct communications between the complainant and the accused. The appellant has consistently contended

that the credits were made to Kapadia Corporation and not to him in his personal capacity. The distinction between corporate liability and personal liability has not been satisfactorily addressed by the complainant. The material on record does not conclusively demonstrate that the accused, in his individual capacity, undertook a legally enforceable obligation corresponding to the cheque amount.

42. Another significant aspect is the glaring mismatch between the alleged investment of Rs.23 lakhs and the cheque amount of Rs.1,05,00,000/-. The magnitude of this disparity has not been convincingly explained. No detailed calculation, statement of accounts, or profit computation or the basis of this liability has been placed on record to justify how an alleged investment of Rs.23 lakhs translated into a liability exceeding one crore rupees. In the absence of such explanation, the cheque amount appears disproportionate and uncorroborated by reliable evidence.

43. It is also pertinent to note that the accused has denied his signatures on the cheque as well as on the settlement agreement. While mere denial may not suffice to rebut the statutory presumption, the surrounding circumstances, inconsistencies, and lack of corroboration assume significance in evaluating whether the defence raised is probable. It cannot be lost sight of the fact that even the dishonour of cheque was for the reason ***"drawer signature differs"***. The correspondences relied

upon are not unequivocally attributable to the accused in his personal capacity. Further, the complainant has not produced any expert opinion or other persuasive material to conclusively establish execution of the disputed documents.

44. When the cumulative effect of these circumstances is considered, it becomes evident that the accused has been able to raise a probable defence on the standard of preponderance of probabilities. The presumption under Section 139 of the Act, though strong, is rebuttable. Once the accused discharges the evidentiary burden by demonstrating serious infirmities and inconsistencies in the complainant's case, the onus shifts back to the complainant to prove his case beyond reasonable doubt. In the present matter, the complainant has failed to discharge this burden. The evidence led does not inspire confidence nor does it establish, with the degree of certainty required in criminal proceedings, the existence of a legally enforceable debt or liability corresponding to the cheque in question.

45. For all the aforesaid reasons, I am of the considered opinion that the conviction recorded by the Learned Trial Court cannot be sustained in law. The material inconsistencies, absence of corroborative evidence, unexplained discrepancies, and failure to establish financial capacity cumulatively render the prosecution case doubtful. The benefit of such doubt must necessarily enure to the accused.

46. Accordingly, the present appeal is allowed. The impugned judgment of conviction dated 04.08.2025 and the consequential order on sentence dated 10.09.2025 passed by the Learned Trial Court are hereby set aside. The appellant/accused is acquitted of the charge under Section 138 of the Negotiable Instruments Act 1881. His bail bonds stand cancelled and sureties, if any, are discharged.

47. The appeal stands disposed of in the above terms.

Samar vishal

Digitally signed by Samar vishal
Date: 2026.02.23 17:06:57 +0530

Announced in the open court on 23.02.2026

(Samar Vishal)
ASJ-02/ South District
Saket Courts, Delhi/23.02.2026