

**IN THE HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR**

Reserved on: 23.04.2026

Pronounced on: 15.05.2026

Uploaded on: 15.05.2026

*Whether the operative part
or full judgment is
pronounced: **Full***

CRM(M) No.265/2024

PUSHAP KUMAR TICKOO & ORS.

...PETITIONERS/APPELLANT(S)

Through: - Mr. Z. A. Shah, Sr. Advocate, with
Mr. Roshan Khayal, Advocate.

Vs.

UT OF J&K & ORS.

...RESPONDENT(S)

Through: - Mr. Mohsin Qadiri, Sr. AAG, with
Ms. Maha Majeed & Adnan Zahoor, Assisting counsel.
Mr. Numan Zargar, Advocate, vice
Mr. Syed Faisal Qadiri, Sr. Advocate.

CORAM: HON'BLE MR. JUSTICE SANJAY DHAR, JUDGE

JUDGMENT

1) The petitioners have challenged FIR No.14/2019 for offences under Section 5(1)(d) read with 5(2) of J&K Prevention of Corruption Act and Section 120-B RPC registered with Police Station, Anti-corruption Bureau (CK), Srinagar.

2) As per the impugned FIR, on the basis of a source report, verification was conducted by Anti-corruption Bureau to look into the allegations that the Jammu and Kashmir Bank had made an insurance deal with M/S IFFCO

TOKIO General Insurance Company Ltd. in violation of norms and in consequence whereof, a close relative of former Chairman of the J&K Bank has been employed in M/S IFFCO TOKIO General Insurance Company Ltd. It was alleged that the J&K Bank Ltd. had entered into an agreement with M/S IFFCO TOKIO General Insurance Company Ltd on 12.02.2019 to facilitate appointment of one Asif Manzoor Beigh, son-in-law of sister of former Chairman of the J&K Bank, Shri Parvez Ahmad.

3) Upon verification, it was found that prior to execution of agreement between the J&K Bank Ltd. and M/S IFFCO TOKIO General Insurance Company Ltd, Shri Asif Manzoor Beigh was working as Deputy Manager in Bajaj Allianz General Insurance Company Ltd on an annual salary package of Rs.8.75 lakhs only. It was found that Shri Beigh, in order to obtain undue favour and pecuniary advantage under a pre-planned conspiracy hatched with the then Chairman of the J&K Bank Ltd., resigned from Bajaj Allianz General Insurance Company Ltd. on 13.03.2019, a day after the execution of agreement between the two companies, whereafter he was appointed in IFFCO Tokio General Insurance Company Ltd. on an annual salary package of Rs.19,28,886/ which is two and a half times higher than his previous package. This, according to the impugned FIR,

establishes connivance of Shri Parvez Ahmad, the then Chairman of the J&K Bank Ltd. and others with IFFCO Tokio General Insurance Company Ltd., as a result of which beneficiary Asif Manzoor Beigh came to be appointed in IFFCO Tokio General Insurance Company Ltd. in lieu of the agreement executed between the two companies. It was also found that the deal between the Insurance Company and the Bank was approved by the Board of Directors post-facto.

4) It is further alleged in the impugned FIR that selection of M/S IFFCO TOKIO General Insurance Company Ltd was made by awarding higher points to the said Insurance Company Ltd. in Power Point Presentation with a view to adjust Asif Manzoor Beigh, a close relative of Shri Parvez Ahmad Nengroo, the then Chairman of the J&K Bank Ltd. The verification also revealed that the J&K Bank had already an arrangement with Bajaj Allianz General Insurance Company Ltd. since the year 2002 and after the Bank entered into agreement with IFFCO Tokio General Insurance Company Ltd., the commission earned by the J&K Bank for the first quarter of 2019-20 was less by Rs.71.00 lakhs thereby causing loss to the J&K Bank Ltd. by way of commission. It is alleged that the then Chairman of the J&K Bank, Parvez Ahmad Nengroo, connived with Warender Sinha, MD IFFCO Tokio General Insurance Company Ltd.

with a view to confer undue benefit upon his relative Asif Manzoor Beigh thereby abusing his official position and causing loss to the resources of the J&K Bank Ltd.

5) On the basis of aforesaid findings arrived at during verification, offences under Section 5(1)(d) read with 5(2) of the J&K Prevention of Corruption Act and Section 120-B RPC were found disclosed against Parvez Ahmad Nengroo, the then Chairman of the J&K Bank Ltd, Warender Sinha, Managing Director, IFFCO Tokio General Insurance Company Ltd., beneficiary Asif Manzoor Beigh and others. After registration of the FIR, investigation of the case was undertaken by the respondent Investigating Agency.

6) Petitioner No.1 was the Executive President HRD, CPO of the J&K Bank Ltd. during the period 2018-2019, petitioner No.2 was the Executive President of the J&K Bank Ltd. during the period 2018 to May, 2019, petitioner No.3 was the President of Insurance Department of the J&K Bank Ltd. during the period 2018-2019 whereas petitioner No.4 was the Vice President Law of the J&K Bank Ltd.

7) The petitioners have challenged the impugned FIR and the proceedings emanating therefrom by pleading that in terms of Insurance Regulatory and Development Authority of India Act (IRDA), the J&K Bank Ltd., apart from conducting its normal banking business, also undertakes

insurance, both life and non-life. It has been submitted that J&K Bank Ltd. pursuant to the permission granted by IRDA and the decision taken by the Board of Directors decided to engage various companies for providing the facility of insurance to the loanees. In the year 2002, for the first time, the services of Bajaj Allianz General Insurance Company Ltd. were engaged by the Bank, in terms whereof the Bank would seek insurance cover of various transactions between the Bank and the loanees. The Insurance Company was to pay commission to the Bank for providing business to IFFCO Tokio General Insurance Company Ltd.

8) It has been submitted that in the year 2015, an amendment was carried out in the regulations called 'Insurance Regulatory and Development Authority of India Act (Registration of Corporate Agents) Regulations, 2015' permitting the Bank to engage more than one insurance companies. Accordingly, in September, 2018, the Bank, in order to engage further Insurance Companies for providing facility of non-life insurance to its customers, issued intimations in leading National Dailies Business Standard and Economic Times granting an opportunity to General Insurance Companies to submit their "Request for Proposal" (RFP) for general insurance business.

9) It has been submitted that, in all, ten RFP documents were received from General Insurance Companies including M/S IFFCO Tokio General Insurance Company Ltd. After receipt of the RFP documents, the Bank constituted a committee on 18.09.2018 to open bids/RFP documents. The petitioners were appointed as members of the said Committee. It has been submitted the Committee, after scrutinizing RFP documents, found that only seven bids deserve active consideration. The Committee awarded points to RFP submitted by the bidders and all the seven bidders secured more than 50 points out of 65 points. Accordingly, they were called for presentation on 24.10.2018 at Corporate Headquarter, Srinagar. M/S IFFCO Tokio General Insurance Company Ltd. obtained 85.67 points out of 100 points, thereby emerging as the highest amongst the lot. The Committee further noticed that out of seven companies, three companies were prefixed by other banks like ICICI, HDFC and SBI and, therefore, it was felt by the Committee that these companies could have access to the customer database of the J&K Bank Ltd, as such, their proposals were not considered. Upon overall assessment of the matter, the Committee requested the Chairman to sanction the proposal in anticipation of Board approval in favour of respondent No.2. The said proposal was approved

by the Board of Directors in its resolution dated 27.12.2018, pursuant whereto, an agreement came to be executed between the J&K Bank Ltd. and respondent No.2 on 12.02.2019 along with a Memorandum of Understanding on the same date.

10) It has been further submitted that the J&K Bank Ltd. decided that respondent No.2 will be provided insurance business, to begin with, only in Srinagar and Anantnag districts with a view to enable them to coordinate their operations efficiently and effectively. The other Insurance Company, namely, Bajaj Allianz General Insurance Company Ltd. continued to have its arrangement with the Bank in all districts other than Anantnag and Srinagar Districts.

11) It has been contended that the assessment of alleged loss made by the Investigating Agency, as projected in the impugned FIR, is absurd, inasmuch as the same is not based upon basic knowledge about the insurance business. It has been contended that the amount of commission that is to be earned by the Bank is proportionate to the amount of business which the Bank conducts during a particular period and it is also proportionate to the rate of premium collected by the Insurance Company but while calculating

the alleged loss, the Investigating Agency has not factored in these aspects.

12) It has been further contended that the petitioners had limited role of evaluating the bids and making recommendations and that they had nothing to do with the engagement of Asif Manzoor Beigh by respondent No.2, as such, they could not have been roped in the impugned FIR. It has been contended that the petitioners discharged their functions as per the existing norms and procedures and except for evaluation of the bids, they had no role in engagement of respondent No.2 Insurance Company. It has been submitted that the respondent Investigating Agency does not have any material, much less incriminating material, against the petitioners. It has been further submitted that the petitioners have not conferred any benefit upon respondent No.2 nor they have caused any loss to the Bank. It has been also contended that the investigation carried out by respondent No.1 is totally fraudulent, baseless and no case is made out against the petitioners.

13) The respondent Investigating Agency has filed its reply to the petition, in which it has been submitted that during investigation of the case, it was found that despite constitution of four-member Committee for evaluation of bids, the accused Chairman himself participated and

associated with the Committee during Power Point Presentation thereby compromising the integrity and sovereignty of the Committee. It has been further contended that during investigation of the case, Power Point Presentations of the participating companies were evaluated by a group of experts and as per their report, it was established that undue favour has been shown to respondent No.2-Insurance Company in the Power Point Presentation evaluation by the Committee. It has been submitted that the Committee has granted 28.50 points to the accused company and at the same time, awarded less points to other companies in order to ensure that the accused company procures the contract.

14) It has been further contended that the Chairman of the Bank did not associate any external consultant for evaluation of the bids. It has been contended that the Committee members, by disfavoursing SBI General Insurance Company Ltd., HDFC ERGO General Insurance Company Ltd. and ICICI Lombard General Insurance by citing the reason that their names are prefixed by their respective banks, have shown bias against these companies. It has been further contended that respondent No.2-Insurance Company has been selected as insurance partner without

approval of Board of Directors which was done only after decision had already been taken by the Chairman.

15) It has been submitted that during investigation, it was revealed that the Chairman had allocated two most lucrative zones viz. Kashmir Central 1st and Kashmir South 2nd exclusively to respondent No.2-Insurance Company thereby defeating the basic objective of providing choice of insurance services to the customers. It has been submitted that during investigation of the case, it was found that the Memorandum of Understanding executed between the J&K Bank Ltd. and M/S IFFCO Tokio General Insurance Company Ltd. was signed on 12.02.2019, whereafter the accused Managing Director of the Insurance Company appointed close relative of accused Chairman of the J&K Bank Ltd, namely, Asif Manzoor Beigh, in his company on the very next date i.e. on 13.02.2019 as a special case establishing quid pro quo. It has been found during investigation that Asif Manzoor Beigh had left Bajaj Allianz General Insurance Company Ltd. in the middle of March, 2019 as Deputy Manager and his last salary drawn was Rs.66,819/ per month but he has been appointed in the respondent Insurance Company with an annual package of Rs.19.28 lakhs. It has been found by the Investigating Agency that Asif Manzoor Beigh happens to be

the husband of Ms. Shazia Ambreen, the niece of Parvez Ahmad Nengroo, the then Chairman of the J&K Bank Ltd.

16) The Investigating Agency further found that Mr. Arun Mehrotra, Vice President of M/S IFFCO Tokio General Insurance Company Ltd. was associated with the contract executed by the said Insurance Company with the J&K Bank Ltd. and he was also associated in the interview panel constituted for holding selection of Asif Manzoor Beigh. It has also been found that Asif Manzoor Beigh was appointed in the Insurance Company as a special case and given a high package on persistent demand of Mr. Arun Mehrotra as a quid pro quo.

17) I have heard learned counsel for the parties and perused record of the case including the Case Diary.

18) Before going into merits of the contentions raised by learned counsel for the parties, it would be apt to understand the scope of jurisdiction of this Court under Section 528 of the BNSS to interfere with the investigation of a case. The basic judgment which has held the field for last several decades on the issue, is the judgment delivered by the Supreme Court in the case of **State of Haryana and ors. vs Bajan Lal and ors**, 1992 Supp. (1) SCC 335. The Supreme Court identified the following cases in which FIR/complaint can be quashed:

(1) Where the allegations made in the first information report or the complaint, even if they are taken at their face value and accepted in their entirety do not prima facie constitute any offence or make out a case against the accused.

(2) Where the allegations in the first information report and other materials, if any, accompanying the FIR do not disclose a cognizable offence, justifying an investigation by police officers under Section 156(1) of the Code except under an order of a Magistrate within the purview of Section 155(2) of the Code.

(3) Where the uncontroverted allegations made in the FIR or complaint and the evidence collected in support of the same do not disclose the commission of any offence and make out a case against the accused.

(4) Where the allegations in the FIR do not constitute a cognizable offence but constitute only a non-cognizable offence, no investigation is permitted by a police officer without an order of a Magistrate as contemplated under Section 155(2) of the Code.

(5) Where the allegations made in the FIR or complaint are so absurd and inherently improbable on the basis of which no prudent person can ever reach a just conclusion that there is sufficient ground for proceeding against the accused.

(6) Where there is an express legal bar engrafted in any of the provisions of the Code or the Act concerned (under which a criminal proceeding is instituted) to the institution and continuance of

the proceedings and/or where there is a specific provision in the Code or the Act concerned, providing efficacious redress for the grievance of the aggrieved party.

(7) Where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge.

19) The Supreme Court in the case of **M/S Neeharika, Infrastructure Pvt. Ltd. vs State of Maharashtra and others**, (2021) 19 SCC 401, after surveying its previous judgments on the issue arrived at the following conclusions:

i) Police has the statutory right and duty under the relevant provisions of the Code of Criminal Procedure contained in Chapter XIV of the Code to investigate into a cognizable offence;

ii) Courts would not thwart any investigation into the cognizable offences;

iii) It is only in cases where no cognizable offence or offence of any kind is disclosed in the first information report that the Court will not permit an investigation to go on;

iv) The power of quashing should be exercised sparingly with circumspection, as it has been observed, in the 'rarest of rare cases (not to be confused with the formation in the context of death penalty).

v) While examining an FIR/complaint, quashing of which is sought, the court cannot embark upon an enquiry as to the reliability or genuineness or otherwise of the allegations made in the FIR/complaint;

vi) Criminal proceedings ought not to be scuttled at the initial stage;

vii) Quashing of a complaint/FIR should be an exception rather than an ordinary rule;

viii) Ordinarily, the courts are barred from usurping the jurisdiction of the police, since the two organs of the

State operate in two specific spheres of activities and one ought not to tread over the other sphere;

ix) The functions of the judiciary and the police are complementary, not overlapping;

x) Save in exceptional cases where non-interference would result in miscarriage of justice, the Court and the judicial process should not interfere at the stage of investigation of offences;

xi) Extraordinary and inherent powers of the Court do not confer an arbitrary jurisdiction on the Court to act according to its whims or caprice;

xii) The first information report is not an encyclopaedia which must disclose all facts and details relating to the offence reported.

Therefore, when the investigation by the police is in progress, the court should not go into the merits of the allegations in the FIR. Police must be permitted to complete the investigation. It would be premature to pronounce the conclusion based on hazy facts that the complaint/FIR does not deserve to be investigated or that it amounts to abuse of process of law. After investigation, if the investigating officer finds that there is no substance in the application made by the complainant, the investigating officer may file an appropriate report/summary before the learned Magistrate which may be considered by the learned Magistrate in accordance with the known procedure;

xiii) The power under Section 482 Cr.P.C. is very wide, but conferment of wide power requires the court to be more cautious. It casts an onerous and more diligent duty on the court;

xiv) However, at the same time, the court, if it thinks fit, regard being had to the parameters of quashing and the self-restraint imposed by law, more particularly the parameters laid down by this Court in the cases of R.P. Kapur (supra) and Bhajan Lal (supra), has the jurisdiction to quash the FIR/complaint;

xv) When a prayer for quashing the FIR is made by the alleged accused and the court when it exercises the power under Section 482 Cr.P.C., only has to consider whether the allegations in the FIR disclose commission of a cognizable offence or not. The court is not required to consider on merits whether or not the merits of the allegations make out a cognizable offence and the court has to permit the investigating agency/police to investigate the allegations in the FIR;

xvi) *The aforesaid parameters would be applicable and/or the aforesaid aspects are required to be considered by the High Court while passing an interim order in a quashing petition in exercise of powers under Section 482 Cr.P.C. and/or under Article 226 of the Constitution of India. However, an interim order of stay of investigation during the pendency of the quashing petition can be passed with circumspection. Such an interim order should not require to be passed routinely, casually and/or mechanically. Normally, when the investigation is in progress and the facts are hazy and the entire evidence/material is not before the High Court, the High Court should restrain itself from passing the interim order of not to arrest or “no coercive steps to be adopted” and the accused should be relegated to apply for anticipatory bail under Section 438 Cr.P.C. before the competent court. The High Court shall not and as such is not justified in passing the order of not to arrest and/or “no coercive steps” either during the investigation or till the investigation is completed and/or till the final report/chargesheet is filed under Section 173 Cr.P.C., while dismissing/disposing of the quashing petition under Section 482 Cr.P.C. and/or under Article 226 of the Constitution of India.* xvii) *Even in a case where the High Court is prima facie of the opinion that an exceptional case is made out for grant of interim stay of further investigation, after considering the broad parameters while exercising the powers under Section 482 Cr.P.C. and/or under Article 226 of the Constitution of India referred to hereinabove, the High Court has to give brief reasons why such an interim order is warranted and/or is required to be passed so that it can demonstrate the application of mind by the Court and the higher forum can consider what was weighed with the High Court while passing such an interim order.*

xviii) *Whenever an interim order is passed by the High Court of “no coercive steps to be adopted” within the aforesaid parameters, the High Court must clarify what does it mean by “no coercive steps to be adopted” as the term “no coercive steps to be adopted” can be said to be too vague and/or broad which can be misunderstood and/or misapplied.*

20) From the foregoing analysis of the legal position, it comes to the fore that it is only in cases where no cognizable offence or offence of any kind is disclosed in the first

information report and the material collected during investigation of the case that the Court will not permit investigation to go on. It has to be borne in mind that the power of quashing should be exercised sparingly with circumspection, that too in rarest of rare cases. It is also to be borne in mind that while examining the contents of FIR/complaint and the material collected in support thereof, the court cannot embark upon an enquiry as to the reliability or genuineness or otherwise of the same. The Supreme Court has time and again cautioned that criminal proceedings ought not to be scuttled at initial stage and that the courts cannot usurp jurisdiction of the investigating agencies.

21) With the aforesaid legal position in mind, let us now examine the allegations levelled in the impugned FIR and the material collected by the Investigating Agency during investigation of the case. As per the material collected by the Investigating Agency, Shri Asif Manzoor Beigh happens to be a close relative of Parvez Ahmad Nengroo, the then Chairman of the J&K Bank Ltd. Both of them have been impleaded as accused in the case. It has been found by the Investigating Agency that after the bids were evaluated by the Committee comprising the petitioners as its members, on their recommendations respondent No.2-Insurance Company was

intimated on 01.12.2018 that the said Company has been selected by the Bank as second insurance partner. The approval in this regard was granted by the Board of Directors on 24.12.2018. On 17.12.2018, Shri Asif Manzoor Beigh was interviewed by respondent No.2-Insurance Company for the post of General Manager. The investigation has revealed that initially the Selection Committee approved the selection of Shri Beigh for an annual package of Rs.15.35 lakhs and this was agreed to by Mr. Beigh. However, later on, he refused to join the company and demanded a package of Rs.20.00 lakhs per annum. The matter was re-considered by respondent No.2-Insurance Company at its various levels and ultimately on 13.02.2019, Managing Director of respondent-Insurance Company agreed to hire the services of accused Asif Manzoor Beigh at an annual package of Rs.19.28 lakhs per annum. It is stated in the note of approval that the aforesaid package has been agreed to under the circumstances as a special case. During the same period, the agreement between the respondent Insurance Company and the Bank came to be executed on 12.02.2019, which is quite proximate to the date on which the offer of accused Asif Manzoor Beigh for a higher package was accepted by the respondent Insurance Company under special circumstances.

22) It has come in the statements of witnesses examined by the Investigating Agency during the course of investigation, who are none else than the officers and officials of respondent Insurance Company, that it was quite unusual for the company to revise its decision of offering a particular package to a selected candidate. Once the Selection Committee, in its meeting dated 17.12.2018 had decided to offer a package of Rs.15.35 lakhs per annum to Mr. Beigh which was accepted by him, the circumstances under which he resiled from the same and demanded a higher package which was accepted by the respondent Insurance Company at its highest level, certainly raises eyebrows, particularly when all these things have happened in close proximity with the dates on which the deal between respondent Insurance Company and the Bank has fructified. These are strong incriminating circumstances against Mr. Asif Manzoor Beigh, his close relative Mr. Parvez Ahmad Nengroo as also against those officers of respondent No.2-Insurance Company who were associated with the deal.

23) That takes us to the role of the petitioners, who were the members of the Committee that had evaluated the proposals of various insurance companies who had participated in bidding process. It is the contention of the petitioners that their role was only confined to evaluation of

the proposals. It has further been contended by learned Senior Counsel appearing for the petitioners, that assessment of the proposal by a particular Expert Committee can differ from the assessment of the same proposal by another Expert Committee. He has contended that while one Expert Committee may award higher points to a Power Point Presentation of a bidder but another Expert Committee may award lesser points to the same Power Point Presentation. In this regard, learned Senior Counsel has referred to the record which shows that even the members of the same Committee have awarded different points to the Power Point Presentation of the same Insurance Company. It is being urged that on the basis of award of certain points by an Expert Committee, its members cannot be stated to have conspired with the main accused or the beneficiary. There appears to be, *prima facie*, merit in the aforesaid submission of the learned Senior Counsel.

24) The contention of learned Senior counsel appearing for the petitioners that the loss in commission earned by the Bank, as calculated by the Investigating Agency, is imaginary, also appears to be, *prima facie*, well-founded because the amount of commission which the bank would earn on the premium received by the Insurance Company would depend upon several factors like the quantum of

business which the Bank undertakes during a particular period, the rate of premium fixed by the Insurance Company and so many other factors which are variable in nature.

25) Having observed as narrated hereinbefore, at the same time it has to be borne in mind that there are strong circumstances established on the basis of the material collected by the Investigating Agency during investigation of the case to show that there is a close nexus between appointment of Asif Manzoor Beigh with respondent No.2- Insurance Company and the award of contract of insurance to the said company. Thus, offence of criminal misconduct is disclosed against Shri Parvez Ahmad Nengroo, who has, prima facie, misused his official position to confer benefit upon his close relation, Mr. Asif Manzoor Beigh. The respondent Insurance Company, it appears, has connived in the same. In fact, the petition filed by the respondent Insurance Company challenging the impugned FIR has been dismissed by this Court in terms of judgement dated 17.09.2021 passed in CRM(M) No.315/2019, against which SLP has been dismissed by the Supreme Court.

26) So far as role of the petitioners, who have facilitated the selection of respondent Insurance Company as the insurance agent, is concerned, the same needs a deeper probe. The issue as to whether on the basis that the

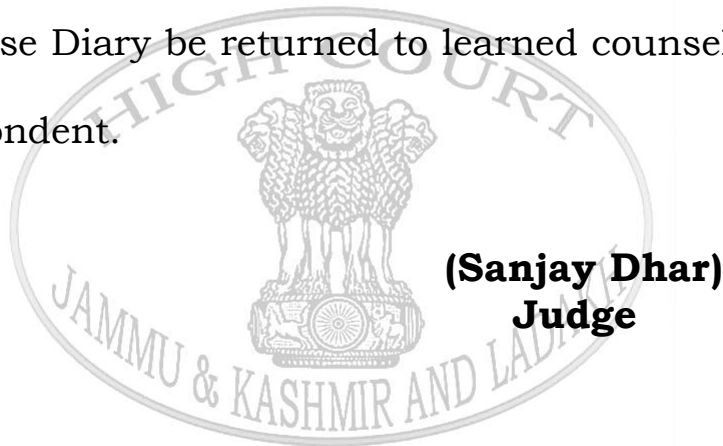
Committee has awarded particular points to the respondent Insurance Company during evaluation of its Power Point Presentation, an inference can be drawn that the petitioners were part of the criminal conspiracy, has to be probed by the Investigating Agency in conjunction with the other circumstances. It has to be probed whether the presence of the accused Chairman during the evaluation of Power Point Presentations of the bidder has influenced the decision of the Committee. The Case Diary produced by the Investigating Agency does not suggest that the Investigating Agency has probed these aspects meticulously. Even though the Investigating Agency has made substantial progress in completing investigation of the case, yet the issue relating to involvement or otherwise of the petitioners in the conspiracy needs further probe. The facts on this aspect of the matter are still hazy.

27) Once, prima facie, cognizable offences are disclosed at least against some of the accused involved in the impugned FIR, it would not be appropriate for this Court to quash the proceedings against the petitioners at this stage without permitting the Investigating Agency to have a deeper probe into their role. It is only after the final report is filed by the Investigating Agency that things would become clear and it can be ascertained with certainty whether or not there was

a conspiracy between the petitioners herein and the main accused/the beneficiary. Scuttling the investigating at this stage would amount to quashing a genuine prosecution, which is impermissible in law.

28) For the foregoing reasons, the petition is dismissed at this stage, leaving it open to the petitioners to approach this Court afresh after the final report is filed by the Investigating Agency before the competent court or to approach the competent court seeking their discharge in case charge sheet is filed against them.

29) The Case Diary be returned to learned counsel for the official respondent.



SRINAGAR

15.05.2026

“Bhat Altaf-Dargy”

Whether the **Judgement** is speaking: **YES**
Whether the **Judgement** is reportable: **YES**