HIGH COURT AT ALLAHABAD

Through E-mail

From,

Rajeev Bharti, HJS
Registrar General
High Court of Judicature at,
Allahabad

To,

All the District and Sessions Judge(s)/OSD
All the Principal Judges, Family Courts
All the Presiding Officers of Commercial Courts, MACTs & LARRAs
State of Uttar Pradesh

No. 11885 **/Admin G-II** **Dated** 9/9/2025

Sub: Compliance of order/judgment dated 28.07.2025 of Hon'ble Supreme Court passed in Criminal Appeal No. 3219 of 2025, (@Petition for Special Leave to Appeal (Crl.) No. 10749 of 2025), Gajanan Dattatray Gore V/s The State of Maharashtra & Anr.

Madam/Sir,

During the course of hearing of aforesaid Criminal Appeal, Hon'ble Supreme Court vide order dated **28.07.2025 (pdf copy enclosed),** has expressed its concern towards ***cases where accused persons have gone to the extent of filing affidavits in the form of undertaking that they would deposit a particular amount within a particular period and then conveniently resile from such undertakings saying it is an onerous condition.***

Accordingly, Hon'ble Supreme Court issued following directions, in the matter:-

> ***".....there shall not be a single order that the High Courts and the Trial Courts shall pass for grant of regular bail or anticipatory bail on the basis of any accused or his/her family members giving an undertaking to deposit a particular amount. The plea shall be decided strictly on merits in accordance with law. If the case is made out on merits the court may exercise its discretion and if no case is made out on merits the court shall reject the plea for regular bail or anticipatory bail as the case may be. However, in any circumstances the High Courts or trial courts shall not pass a conditional order of regular bail or anticipatory bail."***

In this regard, I am directed to send the **pdf** copy of aforesaid order dated **28.07.2025** passed by Hon'ble Supreme Court to your goodself with the request to communicate the directions issued by Hon'ble Supreme Court to all the Judicial Officers of your judgeship for their information and strict compliance.

Encl. As above

With Regards,

Yours faithfully,

08/9/25

Registrar General

No. **/Admin G-II** **Dated** **/2025**

copy to **The Director, Judicial Training and Research Institute, Lucknow** for information.

Registrar General

2025 INSC 913

REPORTABLE

IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPEAL NO.3219/2025
(@Petition for Special Leave to Appeal (Crl.) No.10749/2025)

GAJANAN DATTATRAY GORE **Appellant(s)**

VERSUS

THE STATE OF MAHARASHTRA & ANR. **Respondent(s)**

O R D E R

J.B. PARDIWALA, J.,

1. Leave granted.

2. This appeal arises from the order passed by the High Court of Judicature at Bombay dated 1-7-2025 below interim application No.4524/2024 filed in Criminal Bail Application No.445/2024, by which the interim application filed by the original complainant (Respondent No.2 – herein) came to be allowed and the order of bail passed by the High Court in favour of the appellant – herein dated 1-4-2024 came to be modified.

3. The facts giving rise to this appeal may be summarized as under:-

4. The appellant – herein came to be arrested in connection with Crime No.652 of 2023 dated 27-8-2023 registered with the Satara City Police Station, State of Maharashtra for the offence punishable under Sections 406, 408, 420, 467, 468, 471, 504, 506 read with 34 respectively of the Indian Penal Code (for short, "IPC").

Signature Not Verified
Digitally signed by VISHAL ANAND
Date: 2025.07.31 11:48:02 IST
Reason:

5. The appellant – herein was arrested on 17-8-2023.

6. As the Trial Court declined to release the appellant on regular bail, he went before the High Court and prayed for regular bail by way of the Bail Application No.445/2024. The High Court vide its order dated 1-4-2024 ordered release of the appellant – herein on bail, subject to deposit of Rs.25,00,000/- (Twenty Five Lakh only) in the Trial Court. The entire order passed by the High Court dated 1-4-2024 reads thus:-

> **"1. Heard learned counsel Shri Kadam appearing for the applicant, learned counsel Shri Gole appearing for the Intervener and learned APP for the State.**
>
> **2. Learned counsel Shri Gole appearing for the intervener and learned APP vehemently opposed the application.**
>
> **3. This is an application for bail in respect of the offence punishable under Sections 406, 408, 420, 467, 468, 471, 504, 506, 34 Indian Penal Code, 1860 registered on 27/08/2023 vide C.R. No. 1-652 of 2023 with Satara City Police Station. The applicant was arrested on 17/08/2023.**
>
> **4. It is the allegation that the informant runs Satara Advertising Company and I-Can Training Institute. I-Can Training Institute is having its several branches at several places in Maharashtra. Through the Advertising company, the informant does market work like bulk messages, Whats- app 'messages, creating a website, Facebook marketing, white call marketing etc. The applicant was employed as a business development manager for the purpose of both these institutes. The informant was paying Rs.10,000/- to 30,000/- per month to the applicant. The informant started a residential academy at Talegaon Dabhade. The applicant was looking after this branch as a business development manager. Basically, it is the allegation that an amount of Rs.1,66,00,000/- was siphoned of by the accused from the legitimate funds belonging to the informant.**
>
> **5. The affidavit-cum-undertaking dated 22/03/2024 has been filed by the applicant voluntarily which is duly affirmed by the applicant which reads thus:**
>
> > **"I, Mr. Gajanan Dattatray Gore, Age: 31 years, Occ: Business, Residence at:154, Block, Somwar Peth, Near Datta Mandir, Satara presently at Central Prison of Kalamb, Dist: Kolhapur, do hereby state on solemn affirmation as under:-**

1) I say that, I undertake to deposit 25,00,000/- (Twenty Five Lakhs Only) within 5 months Before this Hon'ble Court for showing my bonafide Before this Hon'ble Court.

2) I say and undertake that, I will not use the name of I Can Institute.

3) I further say and undertake that, I will also not use a logo of I Can Institute for my person as well as business purpose.

Whatever stated hereinabove is true to my knowledge, which I believe to be true and correct for which I sign herein under."

6. The statements made in the affidavit-cum-undertaking are treated as an undertaking to this Court. Learned counsel for the applicant on instructions submitted that the applicant is willing to abide by the statements made in the affidavit. The statements are accepted. It is expressly made clear by learned counsel for the applicant on instructions of the applicant that in the logo of "JAMAKA" which is used by the accused, the words "ICAN TRAINING INSTITUTE PVT LTD" will not be used. The statement is accepted. There are no criminal antecedents reported against the applicant. The applicant was arrested on 17/08/2023. The trial is likely to take a long time to conclude. Further custody will only be by way of a pre-trial punishment in the facts and circumstance of the case. The applicant will face the consequences post-trial if found guilty. The applicant is in custody for more than 7 months with no possibility of the trial concluding any time soon. The investigation is complete. The charge-sheet has been filed. The applicant can be enlarged on bail. Hence, the following order :-

(a) The application is allowed.

(b) The applicant- Gajanan Dattatray Gore in connection with C.R. No.1-652 of 2023 registered with Satara City Police Station shall be released on bail on his furnish ing P.R. Bond of Rs.25,000/- with one or more sureties in the like amount.

(c) The applicant is permitted to furnish cash bail surety in the sum of Rs. 25,000/- for a period of 6 weeks in lieu of surety.

(d) The applicant shall attend the Investigating Officer of Satara City Police Station once in three months on every first Monday of the concerned month commencing from May 2024 between 11.00 a.m. and 1.00 p.m.

(e) The applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to

> **dissuade him from disclosing the facts to Court. or any Police Officer. The applicant shall not tamper with evidence.**
>
> **(f) On being released on bail, the applicant shall furnish his contact number and residential address to the Investigating Officer and shall keep him updated, in case there is any change.**
>
> **(g) The applicant shall attend the trial regularly. The applicant shall co-operate with the trial Court and shall not seek unnecessary adjournments.**
>
> **(h) The applicant shall abide by the statements made in the affidavit.**
>
> **(i) The amount of Rs.25 lakhs be deposited in the trial Court instead of this Court which shall abide by the final outcome of the trial Court's order. It is open for the trial Court to invest the amount in any nationalised bank.**
>
> **7. The application is disposed of."**

7. Thus, it appears on plain reading of the order, referred to above, that the allegations against the appellant – herein are one of misappropriation of an amount of Rs.1,60,00,000/- (One Crore and Sixty Lakh only).

8. When the bail application was being heard by the High Court, a statement was made forward on behalf of the appellant-herein, may be his lawyer, who was appearing on instructions or otherwise that the appellant is ready and willing to deposit Rs.25,00,000/- and subject to such deposit, he may be released on regular bail.

9. An affidavit-cum-undertaking dated 22-3-2024 came to be filed by the appellant – herein before the High Court. We find reference of this affidavit in para 5 of the order, referred to above.

10. Taking advantage of the order, referred to above, the appellant got himself released on bail but failed to deposit the

amount of Rs.25,00,000/- as undertaken by him before the High Court on oath.

11. In such circumstances, the Respondent No.2 – herein (original complainant) preferred an interim application in the original bail application seeking cancellation of the order of bail granted by the High Court.

12. The High Court vide its impugned order dated 1-7-2025 directed that the appellant shall surrender before the Court of Judicial Magistrate First Class, Satara within a period of four weeks.

13. We deem it appropriate to incorporate the entire impugned order passed by the High Court as under:-

> *"1. Heard Mr. Ganesh Gole, learned Advocate for the Applicant, Mr. Shailesh Kharat, learned Advocate for Respondent No. 1, and Mrs. Veera Shinde, learned APP for State.*
>
> *2. Respondent No. 1 is the Accused in Crime No. 652 of 2023, registered with the Satara City Police Station, Satara for the offences punishable under section 406, 408, 420, 467, 468, 471, 504 & 506 of Indian Penal Code. Said crime is registered at the instance of the Applicant (Complainant).*
>
> *3. Prosecution case is that the Applicant runs Satara Advertising Company and I-Can Training Institute, having several of its branches in the State of Maharashtra. Respondent No. 1 was employed as a business development manager, by the Applicant. Respondent No.1 is alleged to have siphoned an amount of Rs. 1,60,00,000/- from the funds belonging to the Applicant.*
>
> *4. Respondent No. 1 was arrested on 17.08.2023.*
>
> *5. Bail Application No. 445 of 2024, filed by the Respondent No. 1 was allowed by this Court on 01.04.2024. Respondent No. 1 was released on the following bail condition:*
>
> > *"(a) The application is allowed.*
> >
> > *(b) The applicant- Gajanan Dattatray Gore in connection with C.R. No.I-652 of 2023 registered with Satara City police Station shall be released on bail on his furnishing P.R. Bond of Rs.25,000/- with one or more sureties in the like amount.*

(c) The applicant is permitted to furnish cash bail surety in the sum of Rs. 25,000/- for a period of 6 weeks in lieu of surety.

(d) The applicant shall attend the Investigating Officer of Satara City Police Station once in three months on every first Monday of the concerned month commencing from May 2024 between 11.00 a.m. and 1.00 p.m.

(e) The applicant shall not directly or indirectly make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing the facts to Court or any Police Officer. The applicant shall not tamper with evidence.

(f) On being released on bail, the applicant shall furnish his contact number and residential address to the Investigating Officer and shall keep him updated, in case there is any change.

(g) The applicant shall attend the trial regularly. The applicant shall co-operate with the trial Court and shall not seek unnecessary adjournments.

(h) The applicant shall abide by the statements made in the affidavit.

(i) The amount of Rs.25 lakhs be deposited in the trial Court instead of this Court which shall abide by the final outcome of the trial Court's order. It is open for the trial Court to invest the amount in any nationalized bank."

6. The prelude to the said bail conditions is found in paragraphs- 5 and 6 of the said order 01.04.2024, which paragraphs are transcribed herein below:

> *5. The affidavit-cum-undertaking dated 22/03/2024 has been filed by the applicant voluntarily which is duly affirmed by the applicant which reads thus:*
>
> *"I, Mr. Gajanan Dattatray Gore, Age: 31 years, Occ: Business, Residence at:154, Block, Somwar Peth, Near Datta Mandir, Satara presently at Central Prison of Kalamb, Dist: Kolhapur, do hereby state on solemn affirmation as under:-*
>
> > *1) I say that, I undertake to deposit 25,00,000/- (Twenty Five Lakhs Only) within 5 months before this Hon'ble Court for showing my bonafide before this Hon'ble Court.*

2) I say and undertake that, I will not use the name of I CAN Institute.

3) I further say and undertake that, I will also not use a logo of I CAN Institute for my personal as well as business purpose.

Whatever stated hereinabove is true to my knowledge, which believe to be true and correct for which I sign herein under."

6. The statements made in the affidavit-cum- undertaking are treated as an undertaking to this Court. Learned counsel for the applicant on instructions submitted that the applicant is willing to abide by the statements made in the affidavit. The statements are accepted. It is expressly made clear by learned counsel for the applicant on instructions of the applicant that in the logo of "JAMAKA" which is used by the accused, the words "ICAN TRAINING INSTITUTE PVT LTD" will not be used. The statement is accepted. There are no criminal antecedents reported against the applicant. The applicant was arrested on 17/08/2023. The trial is likely to take a long time to conclude. Further custody will only be by way of a pre-trial punishment in the facts and circumstance of the case. The applicant will face the consequences post-trial if found guilty. The applicant is in custody for more than 7 months with no possibility of the trial concluding any time soon. The investigation is complete. The charge-sheet has been filed. The applicant can be enlarged on bail. Hence, the following order:"

7. On 06.08.2024, Respondent No.1 filed Interim Application No. 3106 of 2024, seeking the following relief:-

"That this Hon'ble Court be pleased to relax the condition No. (i) imposed by this Hon'ble Court while passing the order dated 01.04.2024,"

8. Interim Application No. 3106 of 2024, was unconditionally withdrawn by the Respondent No. 1, on 23.06.2025.

9. By the present Application, the Applicant has sought for the following reliefs:

"a. This Hon'ble Court may kindly cancel the bail granted by this Hon'ble Court in Criminal Bail Application No. 445 of 2024, whereby this Hon'ble Court was pleased to grant bail to the Respondent No. 1 vide order dated 01.04.2024, and further be pleased to direct the Respondent No. 2 to Immediately arrest

Respondent No.1 and to take him in custody in connection with the C.R. No. I-652/2023 dated 16.08.2023 registered with Satara City Police Station, Satara."

10. Mr. Gole, learned Advocate for the Applicant submits that Respondent No. 1 while seeking bail had made representation to this Court, by which he had voluntarily expressed his desire to deposit the amount in Court, as more particularly mentioned and stated in the undertaking dated 22.03.2024, supported with an affidavit. He submits that the Respondent No. 1 had called upon and persuaded this Court to consider the request for bail solely on the basis of his representations and assurances made/ given in the undertaking i.e. his willingness to pay the amount. He submits that by the said mode the Respondent No.1 had prevented this Court from dealing with the bail application on merits. He submits that Respondent No. 1 has defaulted and breached the solemn undertaking given by the Respondent No. 1 to this Court, thereby violating bail condition No. 6(i). He relies on the grounds raised by the Applicant in paragraph 14(a) to (i) of the Application and prays for cancellation of bail.

11. Mrs. Veera Shinde, learned APP for the State submits that the Respondent No.1 had himself volunteered to deposit the amount by submitting undertaking to this Court. She submits that the application for bail was decided solely on the basis of the offer to deposit as made by the Respondent No.1. She submits that the Respondent No.1 having offered to deposit the amount out of his own free will and after having taken benefit of such representations, Respondent No.1 cannot be permitted to resile from the undertaking. She submits that the undertaking given by the Applicant is valid. She submits that Respondent No. 1 having breached the undertaking, the bail is required to be cancelled.

12. Mr. Kharat, learned Advocate for the Respondent No. 1 submits that the bail condition 6(i) imposed by this Court in its order dated 01.04.2024 in Bail Application No. 445 of 2024 is onerous conditions. He submits that such condition while granting bail is not tenable. In support of his submissions he relies on the decision of the Hon'ble Supreme Court in the case of Ramesh Kumar v/s. State of NCT of Delhi and the decision of the Hon'ble Supreme Court in the case of Apurva Kirti Mehta V/s. State of Maharashtra & Anr. He further relies on the decision of Hon'ble Supreme Court in the case of Biman Chatterjee v/s. Sanchita Chatterjee & anr. to contend that non-fulfillment of assurance of a compromise cannot be the basis of canceling bail.

13. I have perused record with the assistance of the learned Advocates for the parties.

14. Respondent No.1 by voluntarily offering deposit of amount, while seeking indulgence of this Court to have his liberty secured and restored, foreclosed consideration of his bail application on merits. Respondent No.1 by his conduct persuaded

this Court not to go into the merits of the bail order dated 01.04.2024 passed in Bail Application No. 445 of 2024 clearly indicates this Court being called upon by the Respondent No.1 to pass an order on his bail application, solely on the representation of deposit of money as made in the undertaking dated 22.03.2024. Respondent No.1 has derived benefit of the Order dated 01.04.2024 and has secured his liberty.

15. Mr. Shailesh Kharat relies on the Judgment of the Hon'ble Supreme Court in the case of Ramesh Kumar (supra) and Apurva Kirti Mehta (supra) to submit that a criminal court, exercising jurisdiction to grant bail is not expected to act as a recovery agent to realise the dues of the complainant and financial deposit as a condition for bail is impressible.

16. It is trite law that imposing of financial deposit as a condition for bail is not permissible and that the process of Criminal Law particularly, in matters of grant of bail are not akin to money recovery proceedings.

17. Respondent No.1 as and by way of an after thought, is attempting to renege by contending the said bail condition to deposit amount, to be onerous. Such practice has been deprecated by the Hon'ble Supreme Court in the case of Kundan Singh vs. The Superintendent of CGST and Central Excise. In paras 8, 9, 10 & 11 the Hon'ble Supreme Court has observed as under:-

> *"8. There cannot be any dispute that excessive bail is no bail and onerous conditions ought not to be imposed while bail is granted. As to what is an onerous condition would no doubt depend on the facts and circumstances of the individual case. What is troubling however, is when attempts are made to foreclose consideration of bail application on merits by voluntarily offering deposits of amounts and thereafter reneging on it by stating that a counsel had no authority and/or that the condition is onerous.*
>
> *9. We are not able to countenance this practice. Even in this case the argument is that the counsel has no authority to offer monetary deposit, when in the modification application no such averment was made and all that was averred was that the amount of Rs.50,00,000/-, as directed, be also deferred to the point after the release of the petitioner.*
>
> *10. We strongly deprecate this practice. If the offer for monetary deposit had not been made, at the outset, the High Court may have considered the case on merits and may have granted or may not have granted relief to the petitioner. Today the petitioner is approbating and reprobating. We are conscious of his rights under Article 21 of the Constitution of India, but we have to be equally conscious of the sanctity of the judicial process and cannot allow parties to play ducks and drakes with*

the Court. In this scenario, the only conclusion possible is that both, the original bail order of 08.05.2025 and the order of modification dated 14.05.2025 granting final relief, will have to be set aside and the matter be remitted to the High Court for fresh consideration on merits uninfluenced by any of the observations of this Court.

11. The situation now is that the petitioner taking advantage of the order of the High Court has secured his release. Ordinarily the consequence would have been to put the petitioner back in jail. However, considering the averments made in the modification application in this case, we are inclined to grant a limited interim protection from surrendering."

18. Mr. Kharat, submits that the decision in the case of Kundan Singh (supra) would not apply to the case of the Respondent No. 1. Said contention is premised on the ground that the bail condition of making deposit as a condition of bail is onerous. I am unable to accept the said contention as it was the Respondent No.1 who out of his own free will volunteered, by way of an undertaking to deposit the amount. Undertaking in the present case indicates the Respondent No.1 rest content with the deposit of the amount. Interim Application No. 3106 of 2024, filed by the Respondent No.1 seeking relaxation of bail condition No. 6 (i) is dismissed as withdrawn. In the peculiar facts and circumstances of this case, it is not open to the Respondent No.1 to contend that the bail condition in para 6 (i) to be onerous.

19. Mr. Kharat, submits that the order dated 01.04.2024, in addition to the undertaking dated 22.03.2024, considers the bail on merits. Reliance is placed on para 6 of the order to submit that this Court while granting bail had made reference to the Respondent No. 1 not having criminal antecedents and the trial is likely to take some time to conclude. I am again unable to accept the said contention of the Respondent No. 1 as the order dated 01.04.2024 clearly gives an impression that the Respondent No. 1 with the intent to dissuade this Court from considering the merits made the above said offer to deposit amount in this court. Respondent No.1 has taken the Court for granted by securing his liberty on the basis of the undertaking dated 22.03.2024. Respondent No. 1 is attempting to approbate and reprobate. Facts of instant case are similar to the facts in the case of Kundan Singh (Supra) as such observations of the Hon'ble Supreme Court in para 10 are squarely applicable to the case in hand. Case of the Respondent No. 1 as now contended is nothing but reneging voluntarily offering deposits. The Hon'ble Supreme Court in the case of Kundan Singh (supra) has deprecated such practice.

20. Mr. Kharat, relied on the case of Biman Chatterjee (supra) to submit that now fulfillment of the terms of compromise cannot be basis of granting or cancelling the bail. He places reliance on the paragraph No.7 of the said decision. Case in Biman Chatterjee (supra) was a proposed settlement between a

couple having matrimonial discord. Bail granted to the Accused in the said crime was cancelled on the ground that the Accused was not adhering to the settlement terms. It is in this context that the Hon'ble Supreme Court in paragraph-7 has made the observations as under:

> *7. Having heard the learned counsel for the parties, we are of the opinion that the High Court was not justified in cancelling the bail on the ground that the appellant had violated the terms of the compromise. Though in the original order granting bail there is a reference to an agreement of the parties to have a talk of compromise through the media of well wishers, there is no submission made to the court that there will be a compromise or that the appellant would take back his wife. Be that as it may, in our opinion, the courts below could not have cancelled the bail solely on the ground that the appellant had failed to keep up his promise made to the court. Here we hasten to observe first of all from the material on record, we do not find that there was any compromise arrived at between the parties at all, hence, question of fulfilling the terms of such compromise does not arise. That apart non-fulfilment of the terms of the compromise cannot be the basis of granting or cancelling a bail. The grant of bail under the Criminal Procedure Code is governed by the provision of Chapter XXXIII of the Code and the provision therein does not contemplate either granting of a bail on the basis of an assurance of a compromise or cancellation of a bail for violation of the terms of such compromise. What the court has to bear in mind while granting bail is what is provided for in Section 437 of the said Code. In our opinion, having granted the bail under the said provision of law, it is not open to the trial court or the High Court to cancel the same on a ground alien to the grounds mentioned for cancellation of bail in the said provision of law.*

21. The Respondent No. 1 though having withdrawn his Application seeking relaxation of the said bail condition No. 6(i), has not come forward to deposit the amount even during the course of hearing of this Application. Respondent No. 1 having breached / violated bail condition no. 6(i) of the order dated 01.04.2024, this Court is left with no other option but to exercise jurisdiction under Section 483(3) of the Bharatiya Nagarik Suraksha Sanhita, 2023 (for short "BNSS") to cancel the bail. Bail granted to the Respondent No. 1 on 01.04.2024 stands cancelled.

22. Respondent No. 1 was released pursuant to the order dated 01.04.2024. Bail being cancelled, the Respondent No. 1 is now required to surrender. Mr. Kharat, on instructions from the Respondent No. 1 prays time to surrender. He prays for 8 weeks time to surrender.

23. Considering that the Respondent No.1 was on bail since 01.04.2024, I find it appropriate to grant 4 weeks time, to the Respondent No.1 to surrender before the learned Court of

Judicial Magistrate First Class, Satara. Respondent No.1 to surrender before the said Court on or before 31 July, 2025, subject to the Respondent No. 1 furnishing P.R. bond in the sum of Rs. 50,000/- with one or more sureties in the like amount to the satisfaction of the learned Judicial Magistrate First Class, Satara, within 10 days from today. In the event, P.R. bond and sureties are not furnished within the said period, learned Judicial Magistrate First Class to act in accordance with law.

24. Interim Application No. 4524 of 2024 is allowed in the above terms."

14. Heard Mr. A.M. Bojor Barua, the learned counsel appearing for the appellant and Mr. Prashant S. Kenjale, the learned counsel appearing for the Respondent No.2 – complainant.

15. We have noticed over a period of time that orders of regular bail and anticipatory bail are being passed by different High Courts subject to deposit of some amount.

16. We have come across cases like the one in hand where accused persons have gone to the extent of filing affidavits in the form of undertaking that they would deposit a particular amount within a particular period and then conveniently resile from such undertakings saying it is an onerous condition.

17. In some cases, perhaps the accused may abide by such undertaking, but our experience so far has been that in many cases the accused later would not abide and flout the undertaking. In many cases it would be argued on behalf of the accused that he had never made such a statement and the court on its own had recorded in the order that the accused is ready and willing to deposit a particular amount. At times the entire blame is thrown on the lawyer in making such statement for the purpose of obtaining order of bail or anticipatory bail as the case may be. In such

circumstances, the concerned court would be left with no other option but to cancel the bail either at the instance of the State or the original complainant.

18. The case in hand is one in which the appellant on his own free will and volition filed an affidavit in the form of an undertaking before the High Court that he would deposit an amount of Rs.25,00,000/- but ultimately resiled to do so and the High Court had to cancel the bail. It was too much for the lawyer of the appellant to argue before the High Court that asking his client to deposit Rs. 25,00,000/- was unreasonable. It reflects on the professional ethics.

19. By this order, we make it clear and that too in the form of directions that henceforth no Trial Court or any of the High Courts shall pass any order of grant of regular bail or anticipatory bail on any undertaking that the accused might be ready to furnish for the purpose of obtaining appropriate reliefs.

20. The High Courts as well as the Trial Courts shall decide the plea for regular bail or anticipatory bail strictly on the merits of the case. The High Courts and the Trial Courts shall not exercise their discretion in this regard on any undertaking or any statement that the accused may be ready and willing to make.

21. This practice has to be stopped. Litigants are taking the courts for a ride and thereby undermining the dignity and honor of the court.

22. We hope and trust that the High Courts as well as the Trial Courts across the country do not commit the same mistake again.

23. In the case in hand, so far as the plea for regular bail is concerned, we are not inclined to look into. The appellant has made a mockery of justice. He could be said to have abused the process of law. If at all the High Court wanted to release the appellant on bail, it should have first asked him to deposit the amount within a particular period of time and upon such deposit the appellant could have been released.

24. Be that as it may, now we have made ourselves very clear that there shall not be a single order that the High Courts and the Trial Courts shall pass for grant of regular bail or anticipatory bail on the basis of any accused or his/her family members giving an undertaking to deposit a particular amount. The plea shall be decided strictly on merits in accordance with law. If the case is made out on merits the court may exercise its discretion and if no case is made out on merits the court shall reject the plea for regular bail or anticipatory bail as the case may be. However, in any circumstances the High Courts or trial courts shall not pass a conditional order of regular bail or anticipatory bail.

25. This appeal fails and is hereby dismissed.

26. The Registry is directed to circulate one copy each of this order to all the High Courts at the earliest.

27. Once the appellant surrenders and is taken in judicial custody, it shall be open for him to file a fresh regular bail application before the Court concerned and such bail application shall be decided strictly on its own merits and in accordance with law.

28. We impose cost of Rs.50,000/- for gross abuse of the process of law and taking the High Court as well as this Court for a ride. This amount shall be deposited within a period of one week from today before the Supreme Court Mediation Centre and the compliance be reported.

.....J
(J.B. PARDIWALA)

.....J
(R. MAHADEVAN)

NEW DELHI
28TH JULY, 2025.