

**THE 10TH ANNUAL
ADV. B. P. APTE MEMORIAL
NATIONAL MOCK TRIAL,
JUDGEMENT WRITING &
MOOT COURT
COMPETITION
2022**

14 – 16th October, 2022

Paper Book

IN THE COURT OF SESSIONS AT DHULEGAON

SESSIONS CASE NO. 1258 OF 2022

Appropriate Authority, Dhulegaon

Dr. Ravindra Ingle

..... Complainant

v/s

Mr. Ajay Shinde & Ors.

..... Accused

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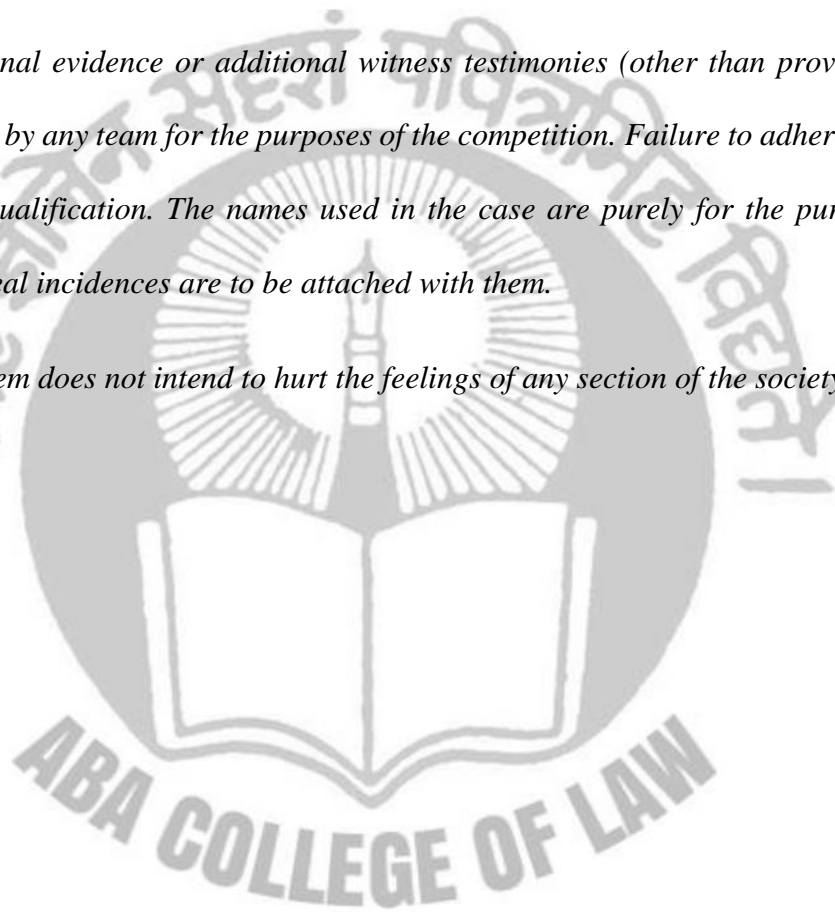
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DISCLAIMER

The facts stated in the present case are fictitious and have been drafted solely for the purposes of the competition. The facts, names, locations and dates bear no resemblance to any person, event or happening whether dead or alive. Any resemblance, if found is purely coincidental.

No additional evidence or additional witness testimonies (other than provided) can be brought on record by any team for the purposes of the competition. Failure to adhere to the same will result in disqualification. The names used in the case are purely for the purposes of the competition. No real incidences are to be attached with them.

This problem does not intend to hurt the feelings of any section of the society or to offend any person.



STATEMENT OF FACTS

1. The Union of Zindia is a nation following a Quasi Federal form of government. Besides the duly established laws, morality and cultural norms ingrained for centuries play a huge role in influencing the policies of the state. The humongous population of the state follows a plethora of religions, practises a variety of faiths and these have a very heavy influence on the way of life of the people. In Zindia, there is easy availability and access to modern technology. The said technology is often prone to misuse.
2. A large section of the society cannot conceive a child normally and opt for “SURROGACY”, a practice whereby one woman bears and gives birth to a child for an intending couple with the intention of handing over such child to the intending couple after the birth. It came to the notice of the Government about the misuse of this procedure. In respect of regulation of the practice of surrogacy, there was a legislative vacuum. Hence, the Parliament of Zindia passed ‘THE SURROGACY (REGULATION) ACT, 2021’ hereinafter referred to as the ‘Act’ which was passed on 25th December, 2021. The enactment came to be notified on 29th December, 2021 and all the appropriate authorities, boards and rules were constituted in the respective States on 01st January, 2022.
3. Madhya Rashtra is one of the 28 States of the Union of Zindia. Mr Ajay Shinde and Ms. Kavita Vartak are in a live-in relationship and reside in Zumbai, the capital of Madhya Rashtra. The said couple was trying to conceive a child for a very long time. Mr Ajay Shinde is 38 years old and Ms. Kavita Vartak is 37 years old. Due to certain health related complications, they were unable to conceive a child. They came to know about Surrogacy and learnt that a new legislation was passed in Zindia regulating the practice of Surrogacy. The said couple was interested in availing the facility of surrogacy but later on found out that they were not eligible for the procedure. Moreover, they were unable to find the

appropriate surrogate mother defined under the Act. Thereafter, they opted for Commercial surrogacy.

4. The live-in couple were able to find a woman, Mrs. Vidya Renuke, a resident of Dhulegaon in the remote-rural part of the Madhya Rashttra state. Mrs. Renuke has a son aged 3 years and she is a single mother aged 30. She lives alone with her child. She belongs to a poor family. She is unemployed and unable to make the ends meet. Given her precarious financial situation, she agreed to give birth to the couple's child on the basis of monetary consideration. Thereafter, the couple entered into an agreement with Mrs. Vidya Renuke for commercial surrogacy dated 02th January, 2022. Thereafter they approached the appropriate authority under the Act and misrepresented that they were a married couple. Accordingly they got the required permissions and certificates under the Act, on 04th January, 2022. Furthermore, the surrogacy procedure started at the local surrogacy clinic named 'Matruchaya Clinic' after completing all the required procedures. The implantation procedure was completed on 9th January, 2022.
5. Throughout the pregnancy, the couple looked after and took care of the surrogate mother and on 24th September, 2022, a baby boy was born. However, Mrs. Vidya Renuke i.e the Surrogate mother got emotionally attached to the baby boy she gave birth to. Therefore, on 26th September, 2022, when the couple came to Mrs. Renuke's house to take the baby with them, Mrs. Renuke said that it would not be appropriate to take the baby right now as he was just born 2 days ago and asked the couple to come after 3 more days. Thereafter, the couple went again on 29th September, 2022 and was told by the surrogate mother that the baby was only 5 days old and therefore not fit to travel a distance. The very next day on 30th September, 2022, Mr. Ajay Shinde went to Mrs. Renuke's place to talk with her about the issue. While he was entering Mrs. Renuke's neighbourhood, he overheard her conversation with Ms. Priya Sakhare, her neighbour and a good friend. She told Ms. Priya

that she never intends to give the baby away to the couple and it is her baby and not their baby.

6. Shocked Mr. Shinde, after listening to the conversation, directly headed home and narrated the whole incident to Ms. Kavita Vartak. Therefore, on the same day they decided to approach the authority established under the Act and made an official complaint against Mrs. Vidya Renuke. Taking notice of the same, the authority and its team, headed by Dr. Ravindra Ingle initiated the investigation.
7. On 02nd October, 2022, Dr Ingle and his team visited Mrs. Vidya Renuke and also to check the whereabouts and well-being of the baby. Dr. Ingle and his team confirmed the safety of the baby and enquired about Mrs. Renuke in her neighbourhood. While inquiring, they met Ms. Priya Sakhare who had a lot of information about Mrs. Renuke due to their friendship. Dr. Ingle and his team took a detailed statement from Ms. Sakhare about Mrs. Renuke. In the statement, Ms. Sakhare highlighted Mrs. Renuke's bad financial condition. Dr. Ingle and his team suspected the engagement of Mrs. Renuke as a case of commercial surrogacy. To verify the same, they approached Telsa Bank on 03rd October, 2022 and acquired the bank statements of all the parties concerned by 05th October, 2022 after fulfilling all the requisite procedures.
8. After acquiring the bank statements, Dr. Ingle and his team found an abnormal withdrawal of money in August, 2022. Furthermore, to get clarity on the same, the surrogate mother's home was searched along with 2 other independent witnesses and accordingly a panchnama was made on 05th October, 2022.
9. Dr. Ingle and his team went to Zumbai to meet with Mr. Ajay Shinde and Mrs. Kavita Vartak Shinde on 06th October, 2022. After their meeting, Dr Ingle and his team again inquired in the couple's vicinity about the couple. They approached Mr. Narayan Pawar, the intending couple's next neighbour. Mr. Pawar in his statement stated that the above-

mentioned couple, Mr. Ajay Shinde and Mrs. Kavita Vartak Shinde, is not a married couple. Furthermore, he stated that they have been in a live-in relationship for the last 15 years.

10. To corroborate the claims of Mr. Pawar, Dr. Ingle and his team approached the Marriage Registrar in Vandre to verify the marriage certificate provided by the couple. A search was made in the marriage registrar's office along with 2 independent witnesses on 07th October, 2022. Dr. Ingle and his team had procured the register of 5th volume of the year 2010 along with all other documents. Unfortunately during transit the abovementioned register got destroyed. Thereafter all appropriate notifications were issued by the relevant authorities after following all procedure and secondary evidence of the same was allowed by the court.
11. In pursuance of noting numerous discrepancies brought on record, a private criminal complaint was filed in the Court of JMFC, Dhulegaon on 08th October, 2022. Thereafter, a committal order was issued and the matter was transferred to the Hon'ble Sessions Court of Dhulegaon. On 12th October, 2022, charges were framed by the Court and all the Accused pleaded 'Not Guilty'. Therefore, now the matter is at the evidence stage on 15th October, 2022 in the Honble' Sessions Court of Dhulegaon.
12. Simultaneously, Mr. Ajay Shinde and Ms. Kavita Vartak Shinde had filed a Petition before the Hon'ble Supreme Court of Zindia with the issue being **Whether provisions of the Surrogacy (Regulation) Act, 2021 to the extent that they prohibit commercial surrogacy and to the extent that they prohibit unmarried couples from availing surrogacy are constitutionally valid?** (Ajay Shinde and another versus Union of Zindia). The Supreme Court has admitted the said Petitions and the same are listed for final hearing on 16th October, 2022.

*Note- In the preliminary rounds, the teams are required to lead evidence and argue once from the Prosecution side and once from the Defence side. The Semi Final and Final rounds will be a Moot Court where the teams are required to argue upon the issue of **Whether provisions of the Surrogacy (Regulation) Act, 2021 to the extent that they prohibit commercial surrogacy and to the extent that they prohibit unmarried couples from availing surrogacy are constitutionally valid?** which are under challenge before the Supreme Court. There shall be a draw of lots subsequent to declaration of the results of the preliminary round. The team appearing for the Petitioner shall represent Ajay Shinde and Kavita Vartak Shinde and the team appearing for the Respondent shall represent Union of Zindia and defend the Constitutional validity of the provisions under challenge. Thus, the Preliminary round shall be a Trial before the Court of the Principal Sessions Judge, whereas the subsequent rounds shall be in the nature of arguments upon the Constitutional validity of the provisions which are under challenge. For elaborate details regarding the nature of the competition, please refer to the rules and regulations. The trial is to be conducted as per the procedure mandated by the Code of Criminal Procedure. Please note that all laws in the Union of Zindia including the 'The Surrogacy (Regulation) Act, 2021' are para materia to the laws as they are in India. Please note that no disputes can be raised during the trial, relating to the expeditious committal to the Court of Sessions, the further framing of charges, etc. within a short span of time.*

ANNEXURE I
IN THE COURT OF SESSIONS AT DHULEGAON
PRIVATE CRIMINAL COMPLAINT NO. 161 OF 2022

Appropriate Authority, Dhulegaon

Dr. Ravindra Ingle

..... Complainant

v/s

Mr. Ajay Shinde & Ors.

..... Defendants

I, Dr. Ravindra Ingle, a medical practitioner by profession, having been appointed by the Appropriate Authority of Dhulegaon, in this Criminal Complaint bearing number 161 of 2022, beg to state on oath as follows:

1. I say that I am the Appropriate Authority for Dhulegaon District under the Surrogacy Act, 2021 and as such, I am authorised to file the present Complaint against the accused persons named in this complaint. I say that on 30/09/2022, a couple, named, Mr Ajay Shinde and Mrs. Kavita Vartak Shinde, approached the authority, situated at Dhulegaon. They came to file an official complaint about the surrogate mother, named Mrs. Vidya Renuke, not returning their baby boy to them as per the consent and agreement signed by the surrogate mother before undergoing surrogacy. I asked them to produce the original copy of the agreement entered into by them.
2. I went through the entire agreement as produced by them and I grew suspicious of the nature of their agreement being that of commercial surrogacy, prohibited under 'The Surrogacy (Regulation) Act, 2021. After verification of facts and

thorough investigation, I have come to the conclusion that the said couple namely Ajay Shinde and Kavita Vartak Shinde alongwith Mrs. Vidya Renuke have indulged in commercial surrogacy and thus committed an offence under the Surrogacy Act, 2021.

3. I say that pursuant to the investigation conducted by me and my team, we have also come to the conclusion that a misrepresentation was done on the part of the couple. The couple provided the Appropriate Authority of Madhya Rashtra with their marriage certificate in order to obtain from the authority requisite permissions for the purpose of availing surrogacy. We have come to the conclusion that the marriage certificate in question is forged and the couple are not a married couple but a live-in couple.

Therefore, I file this criminal complaint on behalf of the appropriate authority and pray that the accused persons named hereinabove be convicted for the offences punishable under Sections 38, 40, and 41 of the Surrogacy (Regulation) Act, 2021 read a/w Sections 420, 466, 471, 473, 474 and 120B of Zindian Penal Code, 1860.

Dated: **01/10/2022**

Sd/-

Dr. Ravindra Ingle

Note: Dr. Ingle has been appointed after issuing all relevant notifications by the relevant authorities and the said notifications are deemed to have been validly issued and admitted before the Court.

ANNEXURE II**STATEMENT OF NEIGHBOUR OF THE SURROGATE MOTHER**

Name: Ms. Priya Sakhare

Age: 29

I am Ms. Priya Sakhare, residing at 3, Lane No 2, Hanuman Chowk, Dhulegaon, Madhya Rashtra. I have been a good neighbour and a great friend of Mrs. Vidya Renuke for the last 7 years. After her marriage with Mr. Suhas Renuke in September, 2015, she came to Dhulegaon to live with him. She didn't have any friends in Dhulegaon and I was the first person she confided in and had considered a good friend after her marriage.

In September 2021, her husband, Mr. Suhas Renuke died as he was suffering from an incurable virus due to a global pandemic. She was left alone to take care and look after her 3 year old child. Since the death of her husband, she has suffered a severe emotional trauma. Due to the same, she hasn't been able to focus and concentrate on any work or on any course of employment. Now, since the last one whole year, she has been trying to enrol herself in some kind of employment but to no avail. She is my best friend. I used to help her financially sometimes since she was unable to bear the household expenses nor maintain her three year old son. Therefore, sometimes I used to purchase for her, new clothes, ration of the month, study books for her son, etc. She did not like receiving financial or any other such aid from me and used to be embarrassed whenever I offered her any such aid.

Recently, I learned that a couple from Zumbai approached her and asked her to be a surrogate mother. She gave it a thought and found that opportunity to be a noble deed towards the unfortunate couple and the best way to recover from the emotional trauma. Moreover, she also

confided in me that this was a good opportunity to earn some money. Therefore, she agreed to be a Surrogate Mother. Now, she is looking after herself and her son very well.

I have given this statement in a sane mental condition. The contents of the statement have been read out to me in my vernacular language. Everything that I have stated is true to my utmost knowledge.

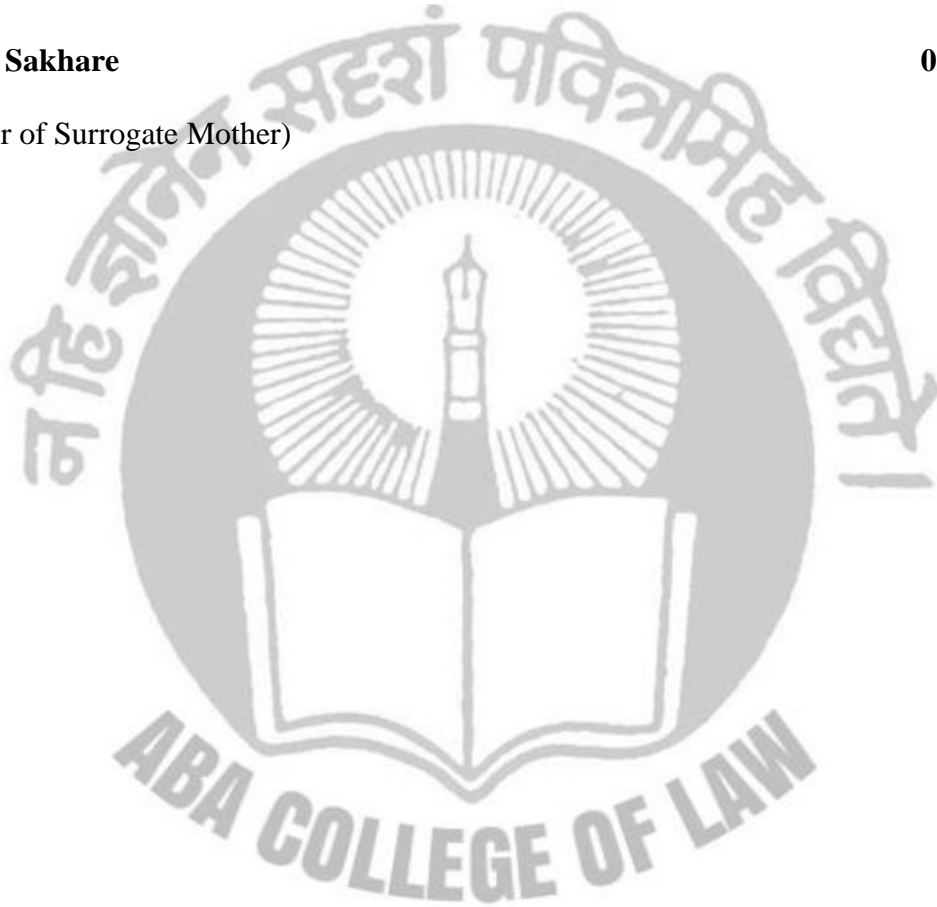
Sd/-

Ms. Priya Sakhare

(Neighbour of Surrogate Mother)

Date:

02/10/2022



ANNEXURE III**BANK STATEMENTS**

Telsa Bank				
Account Holder Details				
Name: AJAY SHINDE				
Customer Id: xxxxx360				
Registered Mobile Number: xxxxxxxxxxx				
Account Type: SAVINGS ACCOUNT				
Statement of Account No. xxxxxxx123 for the period (From 1/1/2022 to 1/10/2022)				
Transaction Date	Particulars	Debit	Credit	Running Balance
01-01-22	A/C No. xxxxxxx091 To A/C No. xxxxxxx123		10,000	200,000
01-01-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx987	10,000		190,000
02-01-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx456	35,000		155,000
09-01-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx987	40,000		115,000
15-01-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx091	5,000		110,000
28-01-22	A/C No. xxxxxxx091 To A/C No. xxxxxxx123		90,000	200,000
02-02-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx456	35,000		165,000
08-02-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx007	15,000		150,000
13-02-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx091	10,000		140,000
22-02-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx761	20,000		120,000
28-02-22	A/C No. xxxxxxx091 To A/C No. xxxxxxx123		80,000	200,000
02-03-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx456	35,000		165,000

08-03-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx007	15,000		150,000
13-03-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx091	10,000		140,000
22-03-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx761	20,000		120,000
28-03-22	A/C No. xxxxxxxx091 To A/C No. xxxxxxxx123		80,000	200,000
02-04-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx456	35,000		165,000
08-04-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx007	15,000		150,000
13-04-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx091	10,000		140,000
22-04-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx761	20,000		120,000
28-04-22	A/C No. xxxxxxxx091 To A/C No. xxxxxxxx123		80,000	200,000
02-05-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx456	35,000		165,000
08-05-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx007	15,000		150,000
13-05-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx091	10,000		140,000
22-05-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx761	20,000		120,000
28-05-22	A/C No. xxxxxxxx091 To A/C No. xxxxxxxx123		80,000	200,000
02-06-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx456	35,000		165,000
08-06-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx007	15,000		150,000
13-06-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx091	10,000		140,000
22-06-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx761	20,000		120,000
28-06-22	A/C No. xxxxxxxx091 To A/C No. xxxxxxxx123		80,000	200,000
02-07-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx456	35,000		165,000
08-07-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx007	15,000		150,000

13-07-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx091	10,000		140,000
22-07-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx761	20,000		120,000
28-07-22	A/C No. xxxxxxxx091 To A/C No. xxxxxxxx123		80,000	200,000
02-08-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx456	35,000		165,000
08-08-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx007	15,000		150,000
13-08-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx091	10,000		140,000
22-08-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx761	20,000		120,000
28-08-22	A/C No. xxxxxxxx091 To A/C No. xxxxxxxx123		80,000	200,000
02-09-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx456	35,000		165,000
08-09-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx007	15,000		150,000
13-09-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx091	10,000		140,000
22-09-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx761	20,000		120,000
24-09-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx987	40,000		80,000
28-09-22	A/C No. xxxxxxxx091 To A/C No. xxxxxxxx123		120,000	200,000
01-10-22				200,000

Telsa Bank

Account Holder Details

Name: VIDYA SUHAS RENUKE

Customer Id: xxxxx180

Registered Mobile Number: xxxxxxxxxxxx

Account Type: SAVINGS ACCOUNT

Statement of Account No. xxxxxxx456 for the period (From 1/1/2022 to 1/10/2022)

Transaction Date	Particulars	Debit	Credit	Running Balance
01-01-22	A/C No. xxxxxxx035 To A/C No. xxxxxxx456		3,000	5,000
02-01-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx456		35,000	40,000
03-01-22	Cash withdrawal Self	10,000		30,000
17-01-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	1,000		29,000
24-01-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		27,000
28-01-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		25,000
02-02-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx456		35,000	60,000
03-02-22	Cash withdrawal Self	10,000		50,000
17-02-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	1,000		49,000
24-02-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		47,000
28-02-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		45,000
02-03-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx456		35,000	80,000
03-03-22	Cash withdrawal Self	10,000		70,000
17-03-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	1,000		69,000
24-03-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		67,000

28-03-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		65,000
03-04-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx456		35,000	100,000
10-04-22	Cash withdrawal Self	10,000		90,000
17-04-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	1,000		89,000
24-04-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		87,000
28-04-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		85,000
02-05-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx456		35,000	120,000
03-05-22	Cash withdrawal Self	10,000		110,000
17-05-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	1,000		109,000
24-05-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		107,000
28-05-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		105,000
02-06-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx456		35,000	140,000
03-06-22	Cash withdrawal Self	10,000		130,000
17-06-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	1,000		129,000
24-06-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		127,000
28-06-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		125,000
02-07-22	A/C No. xxxxxxx123 To A/C No. xxxxxxx456		35,000	160,000
03-07-22	Cash withdrawal Self	10,000		150,000
17-07-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	1,000		149,000
24-07-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		147,000
28-07-22	A/C No. xxxxxxx456 To A/C No. xxxxxxx888	2,000		145,000

02-08-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx456		35,000	180,000
03-08-22	Cash withdrawal Self	10,000		170,000
11-08-22	A/C No. xxxxxxxx456 To A/C No. xxxxxxxx654	150,000		20,000
02-09-22	A/C No. xxxxxxxx123 To A/C No. xxxxxxxx456		35,000	55,000
03-09-22	Cash withdrawal Self	10,000		45,000
17-09-22	A/C No. xxxxxxxx456 To A/C No. xxxxxxxx888	1,000		44,000
24-09-22	A/C No. xxxxxxxx456 To A/C No. xxxxxxxx888	2,000		42,000
28-09-22	A/C No. xxxxxxxx456 To A/C No. xxxxxxxx888	2,000		40,000
01-10-22				40,000



Note: All the appropriate authorities have endorsed and certified the abovementioned annexure under the relevant enactment.

ANNEXURE IV**PANCHANAMA**

1. Mr. Avinash Patil
2. Mr. Jayesh Dalvi

We, the abovementioned panchas, on being called by Dr. Ravindra Ingle on 05/10/2022 at 11:00 am, went with Dr. Ingle and his team at the House of Mrs. Vidya Renuke residing at 4, Lane No 2, Hanuman Chowk, Dhulegaon, Madhya Rashtra. We were informed about the alleged incident whereby the surrogate mother denied handing over the custody of the newborn child of the couple. We were explained the objective of carrying out the panchnama, to search for the abnormal withdrawal from the bank account along with identifying and locating the newborn child. Thereafter for the same purpose, we were requested to act as panchas. Upon the said request, we agreed to act as panchas.

The house consisted of one room. The door of the room was facing the North direction. We carried out the search starting from the first door to the left, in a clockwise manner. The walls of the house were painted in light blue colour. Against the wall facing East, there was one cot. There were two plastic chairs lying opposite the bed, against the wall in the West direction. We noticed that a few old toys were lying on the floor. We scanned the room and saw a newly-born baby boy on the mat sleeping. We identified the baby as the said new born baby of the couple. We also noticed a brand new washing machine, a double door refrigerator and a television.

A MONY brand television was placed on the table which was placed against the North wall. The said T.V had its plastic film lamination still on. The T.V was switched on. Local news was playing but the sound was muted. There were visible scratches on the T.V frame.

The refrigerator was located on the west side wall. It was a MONY brand double door grey colour refrigerator. The refrigerator seemed brand new. When we opened the lower door of the refrigerator we noticed that the bulb inside the refrigerator was broken and there was no light inside.

A MONY brand washing machine with box and packaging was placed to the left of the refrigerator. It was a semi-automatic top-loading washing and dryer. The seal to the original packaging was still intact.

Right below the television, there was a small table on which a photo frame was placed. The photo had three people which consisted of a man, Mrs. Renuke and a small baby in their hands. Mr. Ingle asked Mrs. Renuke if it was her late husband. She answered in the affirmative.

The Panchnama was completed by 2:00 pm and we duly attested the same.

Sd/-

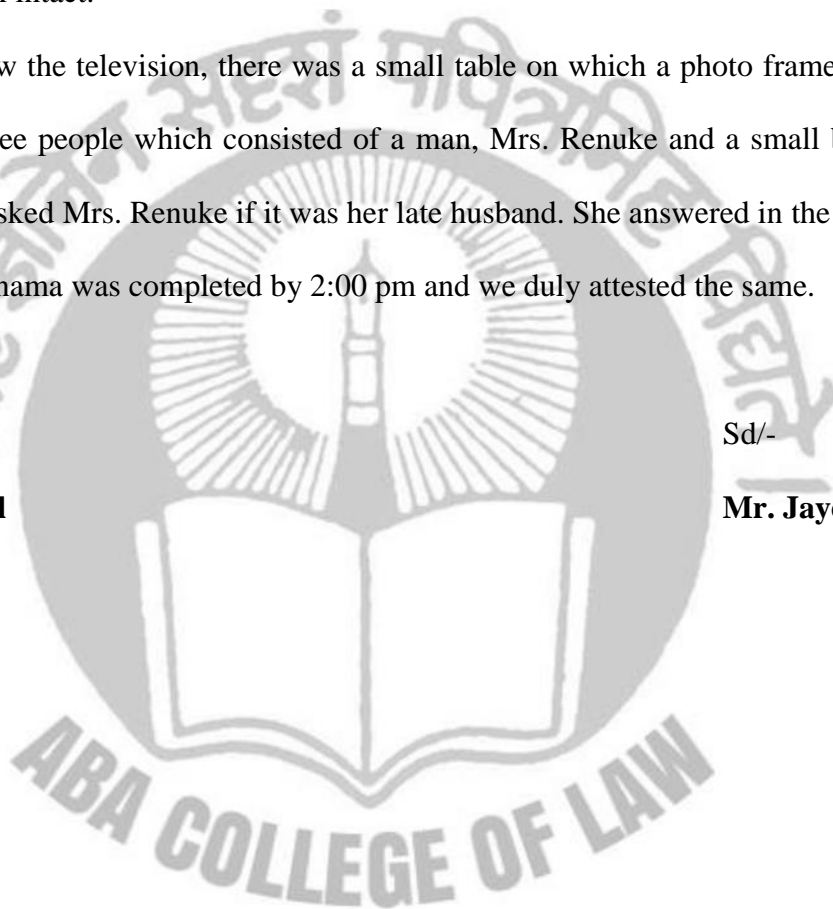
Mr. Avinash Patil

Sd/-

Mr. Jayesh Dalvi

Date:

05/10/2022



ANNEXURE V**STATEMENT OF THE NEIGHBOUR OF THE COUPLE**

Name: Mr. Narayan Pawar

Age: 57

I am Mr. Narayan Pawar, domiciled in Zumbai, Madhya Rashtra. I am a resident of 101, Shanti Apartment, Gautam Nagar, Zumbai, Madhya Rashtra, Zindia for the last 30 years. I am an acquaintance of Mr Ajay Shinde and Ms. Kavita Vartak, who resides at 102, Shanti Apartment. We have been neighbours for the last 15 years. We have always been in a cordial relation, as neighbours. I have found the couple as enthusiastic participating members of the society in every function. I am known to the parents of both Mr. Ajay and Mrs. Kavita since we share the same ancestral village. We always met at the bi-annual celebration held in our society as a tradition for many years.

During the time that I have known them, what I have gathered from the interactions with the couple and their parents is that, in the past, their parents were often apprehensive of the life-style choice of their children of living together without undergoing the requisite formal societal obligations. Since, in those days the notion of live-in relationship was frowned upon but after seeing the subsequent growth and maturity in their relationship and prosperity in every terms, they seem to be content and satisfied with the life they are living, as they are earning well enough to meet their needs while supporting their respective families.

The couple i.e Mr. Ajay Shinde and Ms. Kavita Vartak has been in a live-in relationship for the last 15 years from what I have perceived from the interactions with them and their parents. Both of them have an issue with commitments therefore they decided not to marry ever. Moreover, Mr. Ajay Shinde had seen their parents' divorce at a very young age. Live-in

relationship worked for them and solved their issues. They have been very happy with each other for the last 15 years. I always wish them a very happy and successful life with each other.

I have given this statement in a sane mental condition. The contents of the statement have been read out to me in my vernacular language. Everything that I have stated is true to my utmost knowledge.

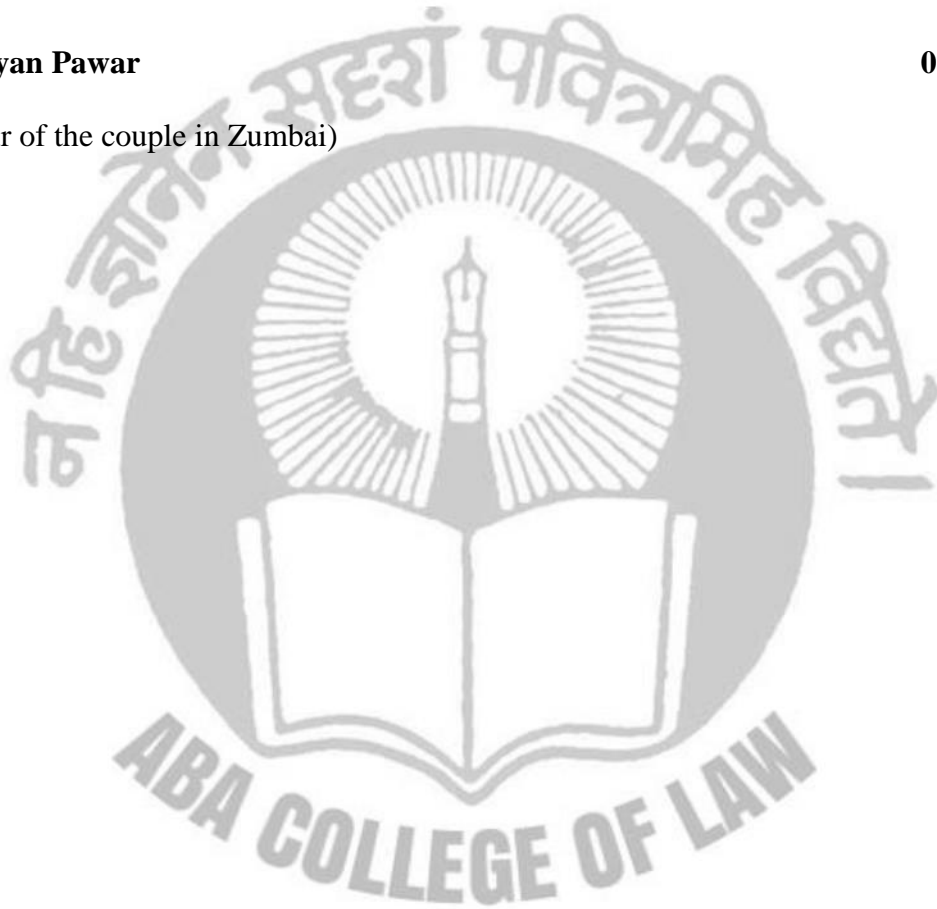
Sd-

Mr. Narayan Pawar

(Neighbour of the couple in Zumbai)

Date:

06/10/2022



ANNEXURE VI**MARRIAGE CERTIFICATE**

EMBLEM

GOVERNMENT OF MADHYA RASHTRA

Certificate of Registration of Marriage*(Under the Madhya Rashtra Marriage Registration Act, 1998)*No. **012345***This is to Certify that Shri* **AJAY SHINDE***Son of Shri* **VIDOD SHINDE***residing at* **ZUMBAI** *and* **KAVITA VARTAK***daughter of Shri* **SWAPNIL VARTAK** *residing at* **ZUMBAI***have furnished the particulars in Memorandum declaring that their marriage has been**solemnised on* **02-08-2010** *at* **ZUMBAI***and that the same has been registered this day* **5** *of* **AUGUST***20* **10** *at serial no.* **123** *of volume* **5** *of Resister of Marriages**maintained under the Madhya Rashtra Registration of Marriages Act, 1998.**Place:* **ZUMBAI***Date:* **05-08-2010**

SEAL

Signature **xxxx***Registrar of Marriage*

STAMP

ANNEXURE VII

PANCHNAMA

1. Vineet Mohite
2. Amey Gore

We, the abovementioned panchas, on being called by Dr. R. Ingle, the Appropriate Authority visited Marriage Registrar's office in Vandre, Zumbai. We were informed about the alleged forged marriage certificate submitted by the couple. We were explained the objective of carrying out the panchnama and were requested to act as panchas for the same. Upon the said request, we agreed to act as panchas.

The following is the narration of the turn of events after reaching the spot.

We reached the Marriage Registrar's office with Dr. Ingle at 11:30 am in a private vehicle. We entered Office Room Number 22 which was on the 2nd floor and met a person who introduced himself as Mr. Vishal More at 11:45 am. We were told by the clerk in the office that the said Mr. Vishal More is the Marriage Registrar. Thereafter, Dr. Ingle introduced himself. Furthermore, Dr. Ingle told Mr. More that, the couple, Mr. Ajay Shinde and Mrs. Kavita Vartak Shinde may have forged their marriage certificate and also explained about all the alleged violations of the rules in the Surrogacy Act committed by them. Mr. More agreed to cross-check the details of the same in the Marriage Register. There were 7 cupboards in the room. Mr. More took us to the Cupboard bearing the tag of 2010 and took out the Marriage Register of August, 2010. The said cupboard was a wooden, brown coloured cupboard with a lot of scratches and in a very bad condition. Thereafter, Mr. More removed the whole bunch of files named volume 5 in the lower shelf of the

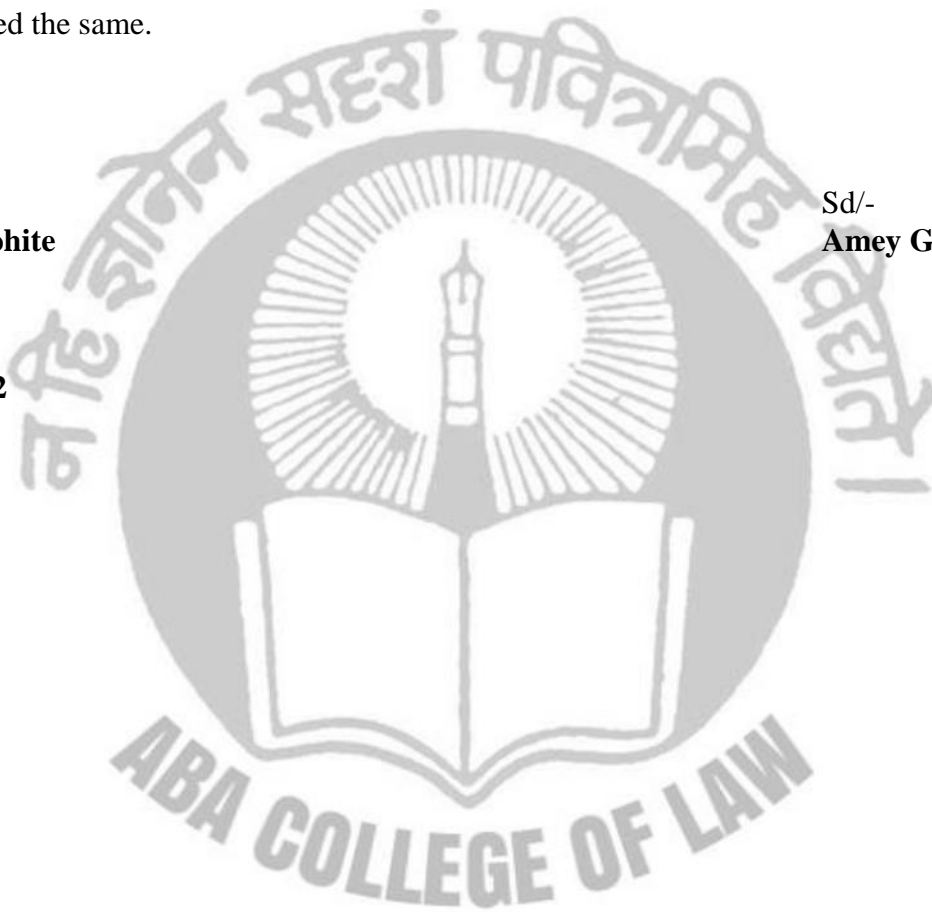
cupboard. We then verified all the entries from all the files of Volume 5 of the August, 2010 register. Furthermore, we cross-checked the details in the marriage certificate of the couple and the marriage register. The serial no 123 of Volume 5 of the August, 2010 register bears the names of one Sarthak Kapadia and Usha Jain, which did not match the marriage certificate of the couple.

Dr. Ingle and his team procured the Register of the 5th Volume of the year 2010 after following and completing all the procedures. The Panchnama was completed by 3: 30 pm and we duly attested the same.

Sd/-
Vineet Mohite

Sd/-
Amey Gore

Date:
07/10/2022



ANNEXURE VIII**CONSENT OF THE SURROGATE MOTHER AND AGREEMENT FOR SURROGACY**

I, Mrs. Vidya Renuke, aged 30 Years, residing at 4, Lane No 2, Hanuman Chowk, Dhulegaon, Madhya Rashtra, Zindia - 400 056. xxxx xxxx 1357 (Aadhar Number), having 1 child, of 3 years of my own, have agreed to act as a surrogate mother for the intending couple.

Mr. Ajay Shinde aged 38 years and Mrs. Kavita Vartak Shinde aged 37 years had a full discussion with Dr. Reddy of the Surrogacy clinic on 01/01/2022 in regard to the matter of my acting as a surrogate mother for the child/children of the above couple.

1. That I understand that the methods of treatment may include:

- (a) stimulation of the genetic mother for follicular recruitment;
- (b) the recovery of one or more oocytes from the genetic mother by ultrasound-guided oocyte recovery or by laparoscopy;
- (c) the fertilization of the oocytes from the genetic mother with the sperm of her husband;
- (d) the fertilization of a donor oocyte by the sperm of the husband;
- (e) the maintenance and storage by cryopreservation of the embryo resulting from such fertilization until, in the view of the medical and scientific staff, it is ready for transfer;
- (f) implantation of the embryo obtained through any of the above possibilities into my uterus, after the necessary treatment if any.

2. That I have been assured that the genetic mother and the genetic father have been screened for 'HIV' and hepatitis 'B' and 'C' and other sexually transmitted diseases before oocyte recovery and found to be seronegative for all these diseases. I have, however, been also informed that there is a small risk of the mother or the father becoming seropositive for Human immunodeficiency (HIV) during the window period.
3. That I consent to the above procedures and the administration of such drugs that may be necessary to assist in preparing my uterus for embryo transfer, and for support in the luteal phase.
4. That I understand and accept that there is no certainty that a pregnancy may result from these procedures.
5. That I understand and accept that the medical and scientific staff may give no assurance that any pregnancy will result in the delivery of a normal and living child or children.
6. That I am unrelated to the couple.
7. That I have worked out medical and other expenses and conditions of the surrogacy with the couple in writing and an appropriately authenticated copy of the agreement has been filed with the clinic, which the clinic shall keep confidential. A General health insurance coverage in favour of the surrogate mother from an insurance company or an agent recognized by the Insurance Regulatory and Development Authority established under the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999) has been purchased by the intending couple/woman.
8. That I agree to relinquish all my rights over the child and hand over the child/children to Mr. Ajay Shinde and Mrs. Kavita Vartak Shinde in case of a intending couple, or to Mrs. Kavita Vartak Shinde in case of their separation during my pregnancy, or to the survivor in case of the death of one of them during pregnancy.
9. That I have been provided with the written consent of all of those name(s) mentioned above.

10. That I undertake to inform the surrogacy clinic, Matruchaya Clinic, of the result of the pregnancy.
11. That I will accept a monthly allowance of Rs. 35,000/- provided by the intending couple which shall cover the medical expenses and such other prescribed expenses incurred on me and the insurance coverage.
12. That I take no responsibility that the child or children delivered by me will be normal in all respects. I understand that the biological parent(s) of the child/children has/have a legal obligation to accept the child or children that I deliver and that the child or children would have all the inheritance rights of a child or children of the biological parent(s) as per the prevailing law.
13. That I shall not be asked to go through sex determination tests for the child/children during the pregnancy and that I have the full right to refuse such tests.
14. That I understand that I would have the right to terminate the pregnancy in case of any complication as advised by the doctors, under the provisions of the Medical Termination of Pregnancy Act, 1971 (34 of 1971).
15. That I certify that I have not borne any child through surrogacy before.
16. That I have been tested for 'HIV', hepatitis 'B' and 'C' and shown to be seronegative for these viruses just before embryo transfer.
17. That I shall not have intercourse of any kind once the cycle preparation is initiated.
18. That I certify that (a) I have not had any drug intravenously administered into me through a shared syringe; and (b) I have not undergone blood transfusion in the last six months.
19. That I also declare that I shall not use drugs intravenously, or undergo blood transfusion accepting of blood obtained through a certified blood bank on medical advice.
20. That I undertake not to disclose the identity of the party seeking the surrogacy.

ENDORSEMENT BY THE SURROGACY CLINIC

I have personally explained to Mrs. Vidya Renuke and Mr. Ajay Shinde & Mrs. Kavita Vartak Shinde, the details and implications of their signing this consent/approval form, and made sure to the extent humanly possible that they understand these details and implications.

Sd -

Mrs. Vidya Renuke
(Surrogate Mother)

Sd -

Mr. Ajay Shinde **Mrs. Kavita Vartak Shinde**
(Signature of Intending couple)

Name - Mr. Hrishikesh Nabar

Address - **3, Lane No 2, Hanuman Chowk, Dhulegaon, Madhya Rastrya, Zindia - 400056**

Sd-

Mr. Hrishikesh Nabar
(Witness from Surrogacy Clinic)

Name - Dr. Ramakrishnan Reddy

Sd-

Dr. Ramakrishnan Reddy
(Doctor of the Clinic)

Name- Matruchaya Clinic

Address: 1, Lane No 4, Hanuman Chowk, Dhulegaon, Madhya Rastrya, Zindia - 400056
(Surrogacy Clinic)

Dated this **2nd day of January, 2022**

Note: All the Signatures in the agreement and the consent form have been duly signed by their respective signatories only.

ANNEXURE IX**CERTIFICATE OF ELIGIBILITY**

1. In the exercise of powers conferred under clause (b) of sub-section (iii) of section 4 of The Surrogacy (Regulation) Act, 2021, (57 of 2021), the Madhya Rashtra State Appropriate Authority, hereby grants eligibility to the surrogate mother named below on fulfilment of the conditions prescribed under clause (b) as aforementioned, to carry out the procedure of surrogacy for the intended couple, Mr Ajay Shinde and Mrs Kavita Vartak Shinde, for the purposes of the aforesaid Act.

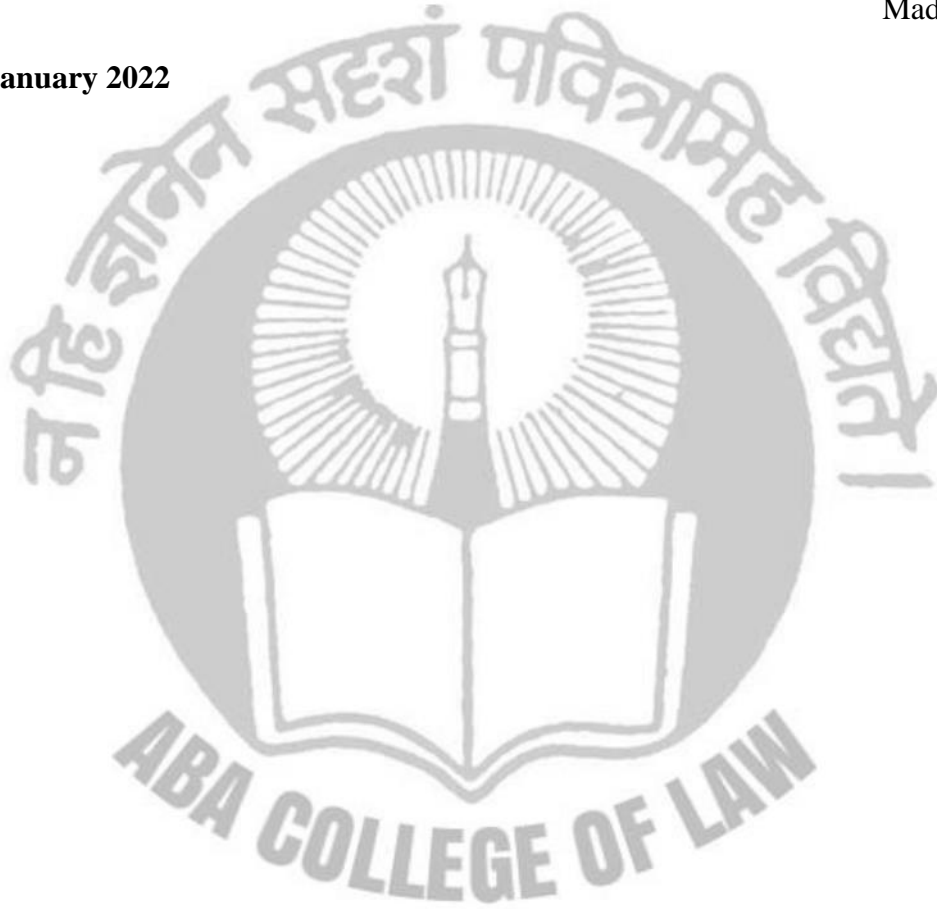
Details of the Surrogate Mother :

1. Name – Mrs. Vidya Renuke
 2. Aadhar Card Number – xxxx xxxx 1357
 3. Contact Number - xxxxxxxxxxx
 4. Age – 30 years
 5. Address – 4, Lane No 2, Hanuman Chowk, Dhulegaon, Madhya Rashtra
 6. Marital Status – Married
 7. Occupation - Housewife
 8. Number of children – 1 of 3 years old
 9. Blood Group – B+ve
2. This is to certify that it is Mrs. Vidya Renuke's first attempt in undergoing surrogacy and she has obtained the necessary medical and psychological fitness certificate from a registered medical practitioner.

This certificate of eligibility is hereby granted to Mrs. Vidya Renuke in accordance with the clause (b) of sub-section (iii) of Section 4 of the Surrogacy (Regulation) Act, 2021.

Sd/-
The Appropriate Authority,
Madhya Rashtra

Date : 4th January 2022



ANNEXURE X**CERTIFICATE OF ESSENTIALITY**

I/We, in exercise of the powers conferred under clause (a) of sub-section (iii) of Section 4 of The Surrogacy (Regulation) Act, 2021, the Madhya Rashtira State Authority, do hereby certify:

- a. That Mrs. Kavita Vartak Shinde, was undergoing fertility treatment at Dr. Reddy's clinic, situated in Vandra area of Zumbai.
- b. That due to the complications faced resulting in unsuccessful procedures, Mrs. Kavita Vartak Shinde along with her husband Mr. Ajay Vartak, the intending couple, has decided to opt for surrogacy.
- c. That the District Medical Board has provided the intending couple with a Certificate of medical indication as required by Section 4(iii)(a)(II) by the Surrogacy Act, 2021.
- d. That the intending couple has attached a copy of order passed by Judicial Magistrate of First Class giving the rights of parentage and custody to the couple.
- e. That an insurance will be prescribed in the name of the surrogate mother to cover the pregnancy and postpartum delivery expenses.

The Certificate of Essentiality is hereby granted to Mrs.Kavita Vartak Shinde, wife of Mr. Ajay Shinde in accordance with the provisions of The Surrogacy (Regulation) Act, 2021.

Sd-
The Appropriate Authority,
Madhya Rashta

Date: **4th January 2022**

ANNEXURE XI**CERTIFICATE OF ELIGIBILITY**

1. In the exercise of powers conferred under clause (c) of sub-section (iii) of section 4 of The Surrogacy (Regulation) Act, 2021, (57 of 2021), the Madhya Rashtra State Appropriate Authority, hereby grants eligibility to Mr Ajay Shinde and Mrs Kavita Vartak Shinde to carry out the procedure of surrogacy on fulfilment of the conditions prescribed under clause (c) as aforementioned, for the purposes of the aforesaid Act.

Details of Intended Father:

1. Name: Ajay
2. Surname: Shinde
3. Date of Birth: 1/09/1984
4. Blood Group: B+ve
5. Age in years: 38
6. Sex: Male
7. Nationality: Zindian
8. Occupation: Service
9. Marital Status: Married
10. Address:
 - a. Present: 102, Shanti Apartment, Gautam Nagar, Zumbai, Madhya Rashtra, Zindia.
 - b. Permanent: Same as Above
11. Mob. No.: xxxxxxxxxxx
12. Email: xxxxxxxxxxxxxx
13. Aadhar No: xxxx xxxx 1234

14. Passport Number: xxxxxxxx

Details of the Intended Mother:

1. Name: Kavita
2. Surname: Vartak - Shinde
3. Date of Birth: 2/08/1985
4. Blood Group: B+ve
5. Age in years: 37
6. Sex: Female
7. Nationality: Zindian
8. Occupation: House Wife
9. Marital Status: Married
10. Address:
 - a. Present: 102, Shanti Apartment, Gautam Nagar, Zumbai, Madhya Rashtra, Zindia.
 - b. Permanent: Same as Above
11. Mob. No.: xxxxxxxxxx
12. Email: xxxxxxxxxx
13. Aadhar No: xxxx xxxx 5678
14. Passport Number: xxxxxxxx

2. The Intending Couple does not have a surviving child, biologically or through adoption or through surrogacy earlier.

3. This is to certify that his certificate of eligibility is hereby granted to Mr Ajay Shinde and Mrs.

Kavita Vartak Shinde in accordance with the clause (c) of sub-section (iii) of Section 4 of the Surrogacy (Regulation) Act, 2021.

Sd-
The Appropriate Authority,
Madhya Rashta

Date : 4th January, 2022

