HIGH COURT OF TRIPURA
AGARTALA

CRL.REV.P. NO.53 OF 2008

1. **Shri Narayan Podder,**
   S/o late Sachindra Podder.

2. **Smti. Saraswati Saha,**
   W/o Shri Narayan Podder.

Both are residents of Giridhari Pally,
Ramthakur Ashram Road, P.S. Radhakishorepur,
Sub Division-Udaipur, District- South Tripura.

.... Revisional applicants.

-- Vrs –

The State of Tripura.

.... Respondent.

BEFORE
THE HON'BLE MR. JUSTICE S.C. DAS

For the Petitioners	:	Mr. D. Bhattacharjee, Advocate.
For the Respondent	:	Mr. A. Ghosh, P.P.
Date of hearing	**:**	**08.06.2015.**
Date of delivery of Judgment & order.	**:**	**17.06.2015.**
Whether fit for reporting	:	**No**

JUDGMENT & ORDER

This revisional application under Section 397 read with Section 401 of Cr.P.C. is directed against the judgment and order of conviction and sentence dated 12.05.2008, passed by learned Sessions Judge, South Tripura, Udaipur in Criminal Appeal No.2(1) of 2007, where-under the learned Sessions Judge has upheld the judgment and order of conviction and sentence dated 22.12.2006, passed by learned Chief Judicial Magistrate, South Tripura, Udaipur in Case No. GR 246 of 1995.

2. Heard learned counsel Mr. D. Bhattacharjee for the petitioners and learned Public Prosecutor, Mr. A. Ghosh for the State-respondent.

3. Prosecution case, in short, is that the accused petitioner Narayan Podder was an extra departmental employee (stamp vendor) of R.K.Pur Post office at Udaipur and the other accused Smt. Saraswati Saha is his wife.

Sri Suresh Chandra Das, Postmaster of R.K.Pur Post office lodged an FIR in writing before O.C., R.K.Pur P.S. on 10.11.1995, *inter alia,* alleging that though there was a bar for the employees of the Post Office in doing any agency works in respect of deposits under different schemes of the Post Office, the accused Narayan Podder was indulged in such activities and induced people to make deposits under different schemes of Post Office misusing his official position as an employee of the Post Office and he used to do such type of works while working in the Post Office itself. The accused

Saraswati Saha though was not an agent of R.K.Pur Post office to deal with different postal department schemes of deposit was working like an agent of the Post office and both the accused used to collect money from different depositors and thereby cheated the people but the amount was not deposited in the respective account of the depositors. It is also alleged that both the accused were openly fostering by publishing calendars that they were agents of the Post office and induced the people to make deposits in different schemes of the Post office. One Laxmi Saha was the authorized agent of the Post office to deal with the postal deposit schemes and that Laxmi Saha was an illiterate lady and could not do any work of such postal deposit schemes and Saraswati Saha introducing herself as an agent in the name of Laxmi Saha was indulged in collecting money from the depositors and also used to withdraw money but did not make payment to the depositors according to the scheme. They have collected money from the depositors but did not deposit the amount in the respective account of the depositors and thereby cheated the depositors and fraudulently grabbed the amount. They have forged the documents to withdraw money from the account of the depositors and thereby committed offence.

4. R.K.Pur P.S.Case No.212 of 1995 under Sections 403,420,468 and 471 read with Section 34 of IPC was registered against both the accused Narayan Podder and Saraswati Saha and after investigation police filed charge-sheet against them.

5. In course of trial separate charges were framed against both the accused Narayan Podder and accused Smt. Saraswati Saha.

6. As against accused Narayan Podder, charges were framed under Section 420 on different counts and under Section 419 of IPC to which he pleaded not guilty and claimed to be tried.

7. As against accused Saraswati Saha also charges were framed under Section 420 of IPC on different counts and also under Sections 468 and 419 of IPC to which she also pleaded not guilty and claimed to be tried.

8. Prosecution in course of trial examined 37 witnesses and proved 28 items of documents and six material objects.

9. After closure of the prosecution evidence, both the accused persons were examined under Section 313, Cr.P.C. and in their turn, they declined to adduce any defence evidence.

10. There is no specific defence case except that of the denial of the prosecution allegations. Learned Chief Judicial Magistrate at the conclusion of trial found the accused Narayan Podder guilty of committing offence on both the charges and accordingly convicted and sentenced him to suffer R.I. for 2 (two) years and to pay a fine of Rs.2000/- in default of payment to suffer S.I. for further 2 (two) months under Section 420 of IPC.

Again for commission of offence punishable under Section 419 of IPC, he was sentenced to suffer R.I. for 1 (one) year and to pay a fine of Rs.1000/- in default to suffer S.I. for 1(one) month.

The accused Saraswati Saha was held guilty of the charges framed against her and she was sentenced to suffer R.I. for 2(two) years and to pay a fine of Rs.2000/- in default of payment fine, to suffer further S.I. for 2 (two) months under Section 420 of IPC.

For commission of offence under Section 419 of IPC she was sentenced to suffer R.I. for 1(one) year and to pay a fine of Rs.1000/- in default of payment to suffer further S.I. for 1 (one) month.

For commission of offence punishable under Section 468 of IPC, she was further sentenced to suffer R.I. for 2(two) years and to pay a fine of Rs.2000/- in default of payment to suffer S.I. for 2 (two) months.

The sentences in respect of both the accused were directed to run concurrently.

11. Felt aggrieved both the convict-accused-petitioners preferred Criminal Appeal No. 2(1) of 2007 in the Court of learned Sessions Judge, South Tripura, Udaipur and the learned Sessions Judge by impugned judgment dated 12.05.2008 dismissed the appeal and upheld the judgment and order of conviction and sentence.

Hence, this revisional application.

12. While exercising revisional jurisdiction, this Court is to see the correctness, legality and propriety of the judgment/order passed by the inferior Court and the regularity of proceedings before such Court. This Court is not required to re-examine and re-appreciate the evidence on record unless there is perversity in appreciation of the evidence.

13. Learned counsel Mr. Bhattacharjee has submitted that the trial Court utterly failed to appreciate the evidence in its correct perspective and arrived at a wrong and perverse finding.

On the other hand, learned P.P. has submitted that the evidence of P.Ws.1,6,10,12,17,23,28,30,31,32 and 34 clearly established the prosecution case that both the accused persons cheated the depositors i.e. the witnesses generally as well as by false personation and also manufactured forged document for the purpose of cheating.

14. I have meticulously gone through the impugned judgments passed by the appellate Court and the trial Court. The trial Court i.e. the learned Chief Judicial Magistrate, as it appears, taken note of the evidence of witnesses and appreciated the evidence assigning reasons. The appellate Court simply upheld the finding of the learned Chief Judicial Magistrate.

15. Since it is argued by learned counsel Mr. Bhattacharjee that the evidence has not been properly evaluated and appreciated by the trail Court, I have gone through the evidence on record. It is overwhelmingly brought on record that accused Narayan Podder was working as an extra departmental employee in the R.K.Pur Post office and he was indulged in activities as agent in saving deposits of the postal department. He and his wife both used to collect money from different depositors but did not deposit the amount as against the account of the depositors at proper time. Accused Saraswati Saha though was not an agent of the Post office, she had been working as an agent of another Laxmi Saha who was an agent of the Post office and she used to introduce herself to the depositors as an agent and would collect money from different depositors but did not deposit it in the respective account of the depositors.

16. While appreciating the evidence in respect of the charges against accused Narayan Podder, learned Chief Judicial Magistrate formulated following points for decision:-

POINT FOR DECISION
(For the accused Sri Narayan Podder)

(I) Whether the accused Sri Narayan Podder during the period January, 1994 to December, 1994 A.D. at Udaipur town area cheated Tapan Saha, Dulal Dey and simultaneously R.K. Pur post Office dishonestly inducing Tapan Saha and Dualal Dey to deliver to his monthly premium against their respective R.D. Accounts at the rate of Rs. 500/- , Rs. 200/- , Rs . 200/- and Rs.100/- totalling Rs. 12,000/- for R.D. Accounts of Tapan Saha and at the rate of Rs.300/- totalling Rs. 3600/- for R.D. Account of Dulal Dey but he did not deposit the said amount to the respective R.D. Accounts of Tapan Saha and Dualal Dey in the R.K. Pur post office and thus committed an offence punishable under Section 420 of the Indian Penal Code or not?

(II) Whether Sir Narayan Podder during the period January, 1995 to November , 1995 A.D. at Udaipur town area cheated Tapan Sha, Dulal Dey and simultaneously R.K. Pur Post Office, dishonestly inducingTapan Saha and Duala Dey to deliver to

him monthly R.D. premium at the rate of Rs. 500/- ,200/-, 200/- and Rs, 100/- for R.D Accounts of Tapan Saha, totalling Rs, 11,000/- and at the rate of Rs. 300/- for R.D. Accounts of DUlal Dey, totalling Rs, 900/-, buthe did not deposit the said amount to the R.K. Pur Post Office against their respective R.D. Accounts and thus committed an offence punishable under Section 420 of IPC or not?

(III) Whether the accused Sri Narayan Podder on 15/07/1992 and on 10/03/1993 at Udaipur town area cheated Tapan Saha, Duala Dey and simultaneously R.K. Pur Post office by pretending to be an Agent of Standard Agency system(Postal Agent) in the name and style of "Podder Agency" and thereby dishonestly induced Tapan Saha and Dulal Dey to o pen R.D. Accounts at R.K. Pur Post Office through him and to deliver monthly premium against their R.D. Accounts, falsely personating himself as an agent of R.K. Pur post office and thereby caused harm and damage to the property of Sri Tapan Saha, Duala Dey and R.K. Pur post office along with its reputation and thereby committed an offence punishable under Section 419 of the Indian Penal Code or not?

(IV) Whether the accused Sri Narayan Podder on 14.07.1995 A.D. at any time at Udaipur town area dishonestly induced Sri Amrita Lal Saha to sign on a blank withdrawal form of Postal savings Account of R.K. Pur post office and using that withdrawal form he withdrew Rs, 2825'95 from R.K Pur Post office but he did not pay the said amount to Sri Amritalal Saha and thereby he committed an offence punishable U/S 420 of IPC or not?

17. While giving his finding on the above points, learned Chief Judicial Magistrate as I find discussed the evidence in details and recorded his finding in Paras 13 to 26 of the judgment which reads as follows:-

“13. (For the accused Sri Narayan Podder)

As the point Nos. I to III are inter-related, for the sake of convenience the said three points are taken up together for discussion and consideration.

P.W.1 deposed that Narayan Poddar at that period was working as an Extra-Departmental stamp vendor and complaint regarding irregularities in the R. D. Accounts was made against Narayan Podder by Tapan Kanti Saha alleging that he opened three R.D. accounts, one in his name and two others probably in the name of his son and wife and he had made regular payments. But the record did not show the upto-date deposition in the R.D. Account. The S. B. Form No. 3 and the Ledger Card of R. D. Account No. 38119 of Tapan Saha were marked under Exbt. 20 series.

The S. B. Form No.3 and the Ledger Card of R. D. Account No. 38120 of Tapan Saha were marked under Exbt. 21 series.

The S. B. Form No. 3 and the Leger Card of R. D. Account No. 38121 of Tapan Saha were marked under Exbt. 22 series.

The S. B. Form No. 3 and Ledger Card of R. D. Account No. 38122 of Tapan Saha were marked under Exbt. 23 series.

14. P.W. 12 (Tapan Saha) deposed that in the year 1993 he opened four R. D. Accounts through Narayan Poddar as he informed him that he used to do the same. All the four accounts were for five years and were of the monthly installments of Rs. 100/, Rs. 200/-, Rs.200/- and Rs. 500/-, but he cannot now remember the account numbers. He paid installments for 33 months through Narayan Poddar totalling Rs. 33,000/-. Thereafter police came to his house and asked him whether he had opened such R. D. Accounts and he answered to affirmtive and told them that he paid Rs. 33,000/- Police informed him that only Rs. 10,000/- in ten installments were deposited in his R.D. Accounts. He (P.W.12) questioned Narayan Poddar in that regard and he confessed that he could not deposit the whole money *and assured that he would return the money. Accordingly, he gave him back Rs. 23,000/-. His pass books were with Narayan Podder. As he (P. W. 12) deposited the money in his earlier accounts opened through him (Narayan Podder) he (P.W.12) did not feel it necessary to see the Pass book. The four signatures of P. W. 12 in the S.B. Form No. 3 of R. D. Account No. 38121 were marked under Exbt. 22 Series/1. The four signatures of P.W. 12 in the S. B. Form No. 3 of R. D. Account No. 38120 were marked under Exbt. 21 series/1. The four signatures of P.W.12 in the S. B. Form No. 3 of account No. 38122 were marked under Exbt. 23 series/1 and the four signatures of P.W.12 in S. B. Form No. 3 of R. D. Account No. 38119 were marked under Exbt. 20 series/1.*

During cross-examination P. W. 12 deposed that he stated to the police that he (P. W. 12) paid money for 33 months to Narayan Podder and he did not say that he paid money for 32 months which is found to have been recorded by I.O. Under Section 161 of the Cr.P.C. (Exbt. D).

P.W.12 further deposed that he did not state to the police that Narayan Podder returned Rs. 23,000/- to him as police did not meet him (P. W. 12) after the payment was made to him by Narayan Poddar. P.W.12 also had denied the suggestion that he paid money only for ten months and there after he discontinued the payment. He (P. W. 12) also had denied the suggestion that being influenced by the postmaster (P.W.1) he has deposed falsely that accused Narayan Podder was given Rs. 33,000/- but he did not deposit Rs. 23,000/- in his (P.W. 12's) concerned R. D. Account. He (P.W.12) has also denied the suggestion that Narayan Podder did not return Rs. 23,000/- to P.W. 12 admitting his fault.

15. P.W.19 (Dulal Ch. Dey) deposed that in the middle of the year 1992 one day Narayan Podder came to his "Biswakarma jewellery and Dey Brothers", at Central Road, Udaipur and asked him to open a R. D. Account (37126) through him and accordingly he opened a R. D. Account for five years at the monthly installment of Rs. 300/- through Narayan Podder who used to collect the such monthly *installment from him at his said shop. He (P.W.19) paid the monthly installment upto the March or April of the year 1995. He (P.W.19) paid the money for 33/34 months. The amount paid was about Rs. 10,000/-. At the time of opening the account, he signed in the form at his shop. After opening the account the Passbook was shown to him by Narayan Podder but it was kept all along with him.*

In the year 1995 one day police came to his shop and asked him whether he opened R.D.Account through Narayan Podder and informed him that there was some irregularities in that regard. Having heard such information he (P.W.19) collected his Pass Book from Narayan Podder and found that only Rs. 6000/- was deposited in his pass book. In reply to a question Narayan Podder stated that he would return the money to him and by installments Narayan Podder had returned Rs. 3,500/- to him (P.W.19) and the payment was made after he (P.W.19) deposed before this court earlier in connection with this case.

The four signatures of P.W.19 in the said account opening form were marked under Exbt. 17 series/1. He (P.W.19) has already withdrawn an amount of 6,000/- , when his passbook was retained in the Post-office.

During cross-examination P.W.19 had denied the suggestion that he deposed falsely being tutored by police that he (P.W.19) paid the installments to Narayan Podder or that he did not deposit the said amount to the Post office. P.W.19 also had denied the suggestion that he paid money upto February,1994.

16. Now, let us see what Exbt.20 series, Exbt.21 series, Exbt.22 series, Exbt.23 series and Exbt.17 series, say:

Exbt.20 series (5 Year R. D. A/C No. 38119) speaks that R.D. A/C No. 38119 was opened on 10/03/1993 through Form No. SB-3 in the name of Tapan Saha of Central Road, P.O.-R.K.Pur, South Tripura for 5 years term at monthly denomination of Rs. 500/- at R.K.Pur Post-office.

Again Exbt.20 series (Savings bank Ledger Card, Form No. S.B.-75) speaks that in R.D. Account NO. 38119 of Tapan Saha Rs.5000/- was deposited till 31/12/93.

Exbt. 21 series (5 year R. D. Account No. 38120) speaks that R.D. A/C 38120 was opened on 10/03/1993 through Form No. S.B.3 in the name of Tapan Saha for 5 year term at monthly denomination of Rs. 100/- at R.K. Pur Post-Office.

Again Exbt.21 series (Savings Bank Ledger Card, From No. S.B. 75) speaks that in R.D. Account No. 38120 Rs. 1000/- was deposited till 27/12/1993.

Exbt. 22 series (5 year R.D. A/C No. 38121) speaks that R.D. A/C No. 38121 was open on 10/03/1993 through Form No. S. B. 3 in the name of Tapan Saha for 5 year term at the monthly denomination of Rs. 200/- at R. K. Pur Post office.

Again Exbt. 22 series (Savings bank Ledger Card, Form No. S. B. 75) speaks that in the R. D. A/C No. 38121 Rs. 2000/- was deposited from 10/03/1993 to 27/12/1993.

Exbt.23 series (5 year R. D. A/C No. 38122) speaks that R. D. A/C No. 38122 was opened on 10/03/1993 through Form No. S.B. 3 in the name of Tapan Saha for 5 year term at the monthly denomination of Rs. 200/- at R. K. Pur Post office.

Exbt.23 series (Savings Bank Ledger Card, Form No. 75) speaks that in the R. D. A/C No. 38122, Rs. 2000/- was deposed till 27/12/1993.

17. In all the aforesaid R. D. opening cards, it appears that Saraswati Saha, wife of the accused Narayan Podder put her signatures with her address in place of "witness-signature" with name and address and such signature of Saraswati Saha is identical/similar to that of signature in the charges framed against her and that on the papers of her examination under Section 313 of the Cr.P.C.

So, the Ledger entries speak that totalling Rs. 10,000/- was deposited till December, 1993 in the R.D. Account Nos. 38119, 38120, 38121 and 38122 of Tapan Saha whereas accused Narayan Podder collected Rs. 33,000/- from him for depositation of the said amount in the said four R/D Accounts but he deposited only Rs. 10,000/- in the R.D.Accounts of Tapan Saha.

Similarly Narayan Podder did not deposit any money in the R.D. Accounts of Tapan Saha in the R. K.Pur Post-office during the Calendar year 1994 and 1995.

P.W.12 deposed that earlier accused Narayan Podder instilled faith in his mind and so he did feel it necessary to check the R.D. Pass-books which were kept in the custody of Narayan Podder.

Narayan Podder also confessed that he could not deposit the entire amount to his (P.W. 12's) R/D Accounts and assured that he will give back the un-deposited money to him (P.W.12) and accordingly, he gave back Rs. 23,000/- to P.W.12.

P.W.12 also deposed that he did not tell police of getting back Rs. 23,000/- from the accused Narayan Podder, as I.O did not meet him after receiving that amount of Rs. 23,000/- from accused Narayan Podder.

P.W.26 deposed that accused Narayan Podder is an Extra Departmental Stamp vendor of R. K. Pur Post-office she further deposed that accused Narayan Podder does not have any postal agency.

Accused Narayan Podder during his examination as per provision of Section 313 of Cr.P.C. stated that as per Postal Act or Rules no Postal employee or his any relative can work as Agent of Post-office nor he can act on behalf of any Postal Agent.

P.W.12 during cross-examination by defence had denied the suggestion that he paid money only for ten months and thereafter he discontinued the *payment of money for his R.D. Accounts and it is nothing but an admission on the part of the defence that accused Narayan Podder atleast collected money from Tapan Saha although he is not an agent nor can act on behalf of an agent.*

Accused Narayan Podder is in the touch of Postal transaction busines and he has learnt the tricks of the R.D. matters of the post office. He first instilled trust in the mind of Tapan Saha by collecting money for his R.D. Accounts and depositing to his such R.D. Accounts and thus lured Tapan Saha to make payment for his R.D. Accounts through him (Narayan Podder) but grabbed rupees 12,000/- collected from him for the calendar year 1994 and from January 1995 to November 1995 he also collected 11,000/- but did not deposit the said amount to the R.D. Accounts of Tapan saha in the year 1994 and January to November 1995 and thus he cheated Tapan Saha by Rs. 23,000/- but when the matter was detected, to hush up the matter he gave back Rs. 23,000/- to the P.W. 12 as if he had forgotten to deposit the said amount to the concerned R.D. Accounts of P.W. 12.

18. Exbt. 17 series (5-years R.D. A/C No. 37126) speaks that R.D. A/C No. 37126 was opened on 15/07/92 through Form No. S.B.3 in the name of Dulal Ch. Dey of Central Road, P.O:- R.K. Pur for 5-years term, at monthly denomination of Rs. 300/- at R.K. Pur post office.

Exbt. 17 series (savings Bank Ledger Card, Form No. S.B. 75) speaks that in R.D. A/C No:- 37126 of said Dulal Ch. Dey Rs. 4500/- was deposited till 30.08.1993.

P.W.19 deposed that he paid the monthly installments upto March or April, 1995 and the amount paid was about Rs. 10,000/-.

So, as per version of P.W.19, accused Narayan Podder during the year 1994 did not deposit 3600/- to the R.D. A/C of P.W.19 and in the year 1995 upto March Rs. 900/- was also not deposited in the R.D. Account of P.W. 19. So accused Narayan Podder *cheated Dulal Dey by Rs. 5,500/- during the year 1994 and upto March 1995. The S.B. Form No. 3, the opening card of R.D. Account No. 37126 in the name of Dulal Ch. Dey (P.W.19) also bears the signature of Smt. Saraswati Saha, wife of the accused Narayan Podder, in place of witness.*

So accused Sri Narayan Podder with the knowledge of the tricks of the trade duped P.W.19 who in good faith delivered money to him for depositation it to his concerned R.D. Account in the R.K. Pur post-office.

There is no evidence on record that P.W.12 and P.W.19 have had any animosity with the accused Sri Narayan Podder nor it is there that the said two witness stand to gain in any way by false implication of the accused Narayan Podder in this case.

And, more so accused Narayan Podder during his examination as per provision of section 313 of Cr.P.C did not tell that he has become a victim of circumstances due to animosity with the complainant or the witnesses.

It is undoubtedly true as appeared in the evidence that P.W, 12 opened R.D. Accounts bearing Nos. 38119, 38120,38121,38122 and P.W-19 opened R.D. Account No, 37126 at R.K. Pur Post-office and they used to deposit the monthly premium to their such accounts through Narayan Podder.

It is not like that P.W.12 and P.W.19 took the oath before the court selling out their immortal souls just to put the accused Narayan Podder in trouble.

19. From the foregoing discussions, it is apparent that accused Sri Narayan Podder cheated P.W.12 and P.W.19 by not depositing the collected amount from P.W.12 and P.W.19 to their respective R.D. Accounts lying in the R.K Pur post-office and simultaneously cheated R.K. Pur post office as such act of the accused Narayan Podder will cause negative impact in the minds of people and may abstain them from opening R.D. accounts in the post-office and thus *caused hampering of their R.D. Account business, lowering their reputation in general public.*

P.W.19 deposed that in the middle of the year 1992 one day (15/07/92 as revealed from Form No. S.B.3 of R.D. Account No. 37126) Narayan Podder came to his "Biswakarma Jewellery and Dey Brothers". At central Road, Udaipur and asked him to open a R.D. Account through him and accordingly he opened a R.D. Account (37126) for five years at the monthly premium of Rs. 300/- at R.K. Pur Post-office.

20. P.W.12 deposed that in the year 1993 he opened four R.D. Accounts at R.K. Pur Post-office through Narayan Podder as he informed him that he uses to do the same.

P.W.1 deposed that before lodging the complaint he found a calender hanging in the "Bina carrying Centre" at New Town road, Udaipur with the inscription of "Podder Agency" inviting persons facing problems relating to K.V.P/R.D. Account/NSC/L.I.C. etc. to contact Saraswati Saha and Narayan Podder. As Narayan Podder and Saraswati Saha had acquired no such agency, that calendar was unauthorisedly publised with ill motive.

P.W.1 collected the calendar and submitted its photostat copy alongwith the complaint petition.

P.W.1 deposed that I.O. of the case on 14-11-1995 seized five items of documents from his office by preparing a seizure list (Exbt. 2/2) and secured his signature (Exbt.2) in it and the calendar seized by the strength of said seizure list was marked under Exbt. M.O.1.

P.W.6 deposed that on 14-11-95 police seized five items of document in the presence at R.K. Pur Post-office by preparing a seizure list and secured his signature (Exbt.2/1) in it. The item No. 4 and 5 i.e. the calendar and the statement of witness Sudhir ch. Dhar of the seizure list was marked under Exbt. M.O.1.

21. P.W.10 deposed that on 24.11.1995 at about 6-30 p.m. police seized a calendar (Exbt.M.O.2) from the shop under the name and style "Bina Carrying Centre" at New Town Road, Udaipur, in his presence and he signed (Exbt. 29) in the said seizure list (Exbt. 29/2).

P.W.18 deposed that on 24-11-95, he was present near the Bina Carrying Centre, New Town Road and at that time, police called him and told that he is seizing a calendar with photograph of Goddess Kali hanging in that shop in his presence and secured his signature (Exbt.29/1) on it P.W.18 also identified Exbt. M.O.2.

P.W.27 deposed that he is the owner of "Bina Carrying Centre" which is situated at New town Road. Accused Narayan Podder gave him two calendars in the name and style as " Podder Agency" of the year 1994 which were having images of goddess 'kali'. He gave one of the said two calendars to the Post-master (P.W-1) on his request while the other calendar was seized by Darogababu by preparing a seizure list (Exbt. 29/2) on 24-11-95 and secured his signature (Exbt.29/4) in it.

P.W. 27 also identified the said calendar as Exbt. 6 (Earlier already exhibited as M.O.2). He (P.W.27) also deposed that so far he can remember it was imprint in the said calendar that Sri Narayan Podder is an agent of K.B.P., I.B.P. and other post-office term deposit certificate etc. The said two calendars which Narayan Podder supplied to him were of same nature.

22. P.W. 29 deposed that he seized one calendar in the name and style of " Podder Agency" for the year 1994 with imprint-address Ramthakur Road, Gridhari Pally, South Tripura, inviting the attention of the public in general to consult Narayan Podder and Saraswati Saha regarding opening of 5-year R.D., M.I.S., N.S.C., K.V.P., one -year T.D., two-year T.D. and for L.I.C. policy.

P.W.29 deposed that he seized a calendar (Exbt.M.O.1) on 14-11-95 by the strength of Exbt.2/2 and he identified and confirmed Exbt.M.O.1.

P.W.29 further deposed that on 24-11-95 he visited the shop in the name and style "Bina Carrying Centre" at New town Road, Udaipur, and seized another Calendar in the name and Style "Podder Agency" for the year 1994 (Exbt. M.O.2). P.W.29 also identified and confirmed Exbt.M.O.2.

23. Now let us see what is inside Exbt. M.O.1. and Exbt. M.O.2.

Exbt. M.O.1 and Exbt. M.O.2 are two calendars of the year 1994 which are completely identical to each other with the picture of Goddess Kali, with the headings Podder Agency.

Agent: Post-office, Five years R.D., MIS, N.S.C., KVP, one year TD, Two years T.D. & Life Insurance corporation of India.

For details contact with:
Narayan Podder & Saraswati Saha,
Ramthakur Ashram Road, Giridhari Pally,
P.O. Radhakishorepur-799120,
Udaipur, South Tripura.

Accused Narayan Podder and his wife Smt. Saraswati Saha are not the agents of Post-office. They also never claim so during the entire course of trial.

But the calendars were printed and circulated among the public in their names. It is not normally believeble that the persons printed such calendars in the name and style "Podder Agency" invited public in general to contact Narayan Podder and Saraswati Saha for different type of cash-certificate and term deposit schemes as P.W.27 deposed that accused Narayan Podder himself gave him two calendars in the name and style as "Podder Agency" of the year 1994 which were having images of goddess kali and he gave one of the said two calendars to the P.W.1 on *his request while the other calendar (Exbt.M.O.2) was seized by Darogababu.*

P.W.1 also deposed that he collected Exbt .M.O.1 from the shop under the name and style "Bina Carrying Centre".

Nothing brought out in the cross-examination of the said P.Ws to discredit such evidence of the said P.Ws.

24. So it was none but Narayan Podder and Saraswati Saha who pretending themselves as agent of Post-office manufactured such calendars (Exbt.M.O.1 and M.O.2) though virtually they have got no agency from the postal department.

25. POINT NO. IV (For the accused Narayan Podder)-

P.W.11(Sri Amrit lal Saha) deposed that he knows Narayan Podder, an employee of the post-office who used to come to his stationery shop, opposite to the Town-Hall near Jagannath Dighi. About 15/16 years ago during his visit to his shop, he (Narayan Podder) informed him that he used to open R.D. Account and requested him to open a R.D. account through him. Accordingly he opened a R.D. account of monthly premium of Rs. 500/- for a period of 5 years and accordingly he paid monthly premium for 32 months and after that for his personal necessity, he took loan of Rs. 8000/- from his R.D Account. For that purpose, he (P.W.11) gave him an unfilled withdrawal form signed by him. The form was supplied by Narayan Podder. After a few days Narayan Podder gave him Rs. 8000/-. Thereafter he (P.W.11) paid premium for five months. After that he (P.W.11) was needed for money for his daughter's marriage. On his request Narayan Podder gave him an unfilled withdrawal form and after signing it he handed over the same to him. After a few days Narayan Podder gave him Rs. 8000/- . As the amount appeared to be lesser than the deposited money he enquired about it to Narayan Podder who in reply stated that due to taking of load and premature closing of account, he would not get any interest.

Again after a few months, he again opened another R.D. account for 5-year term at the monthly premium of Rs. 200/- and handed over the account opening form after signing in it to Narayan Podder who supplied the form to him and paid monthly premium at the rat of Rs. 200/- for 25 months and after that he was in need of money and Narayan Podder told him that Rs. 5000/- is deposited and so he would take loan of Rs. 2500/-. Unfilled up withdrawal form was supplied to him by Narayan Podder and he put his signature in it and after that handed it over to Narayyan Podder. After 2/3 days, Narayan Podder gave Rs. 2500/- to him. Thereafter, he paid the monthly premium at the rate of Rs. 200/- to Narayan Podder for 3 months. Again he (P.W.11) was needed money and Narayan Podder supplied him a blank withdrawal form and after putting his signature he (P.W.11) handed it over to Narayan Podder and gave him Rs. 2000/- with closing of account.

As the amount appeared to be lesser than the deposited money he (P.W.11) asked Narayan Podder about it who in reply stated that as he taken loan of Rs. 2500/- the interest therein was deducted and for the premature closure of the account he would not get any interest. Being dissatisfied with the reply of Narayan Podder he went to the Postmaster and enquired about his (P.W.11's) account as well as the payment received against such account through Narayan Podder to verify the explanation of Narayan Podder. Postmaster informed him that, if the account is continued for a year or more 5% interest on the amount deposited is payable. Examining the record, postmaster told him that Rs. 2800/- and something was withdrawn from his latest account. He (postmaster) also informed that no interest was deducted from the loan taken from the said account and further told that last three months premium at the rate of Rs. 200/- each was also not deposited.P.W;11 also deposed that he R.D. Pass-books were always remained with Narayan Podder.

The signature of P.W.11 on Exbt.13 series (S.B. Form No.3 , Form No. 7 and relevant ledger connected *to R.D. A/C NO. 38127 of Amritlal Saha) were marked under Exbt. 13 series/1 series. The amount written in the withdrawal form is Rs. 2825'95.*

The such evidence of P.W.11 is also corroborated to that P.W.1.

26. Now let us see what is inside the S.B. form No. 3, S.B. form No. 7 and savings Bank Ledger Card speak.

S.B. Form No. 3 speaks that the R.D. A/C NO.38127 was opened on 15/03/93 in the name of Amrita lal Saha for 5 years R.D. at R.K. Pur Post-office at the denomination of Rs.200/- per month and accused Narayan Podder has put his signature in the place of witness in the printed form. The savings Bank Ledger (Form NO.71) speaks that upto 14.07.95 an amount of Rs. 2825'95 was deposited in the R.D. A/C No. 38127.

Withdrawal form (S.B.7) speaks that on 14.07.95 Rs. 2825'95 was withdrawn by the accused Narayan Podder as messenger.

P.W.11 deposed that accused Narayan Podder gave him Rs. 2000/ only.

It is evident from document that Narayan Podder on 14/07/95 withdrew Rs. 2825'95 from R.D. A/C No. 38127 but there is no evidence on record that he paid the said full amount of Rs. 2825'95 to the account holder Sri Amrit Lal Saha (P.W.11).

There is no evidence on record that P.W.11 shall stand gain by false implicating the accused Narayan Podder or he has had any animosity with the accused Narayan Podder to implicate him falsely in this case. The Narayan Podder accused during his examination as per provision of Section 313 of Cr.P.C. also did not take such plea that he has become a victim of circumstances due to animosity with the P.W.11.

So, the evidence on record speaks that accused Narayan Podder cheated P.W.11 in respect of Rs. 825'95.

18. While deciding the charges in respect of accused Saraswati Saha, learned Chief Judicial Magistrate formulated following points for decision:-

(**For the accused Smt. Saraswati Saha**)

I. Whether the accused Smt. Saraswati Saha during the span from January, 1992 to december, 1992 at Udaipur town and Rajarbag under R.K. Pur P.S. area cheated Sri Malin Kanti Roy , Dr. Dillip Home Roy and simultaneously R.K. Pur Post Office, by dishonestly inducing said Malin Kanti Roy and Dr. Dilip Home Roy to open R.D. Account, through her, though she virtually was not an authorised agent of Postal Department and to deliver to her amounting to Rs.1100 (Rs.100+ Rs.50+ Rs.100+ Rs.100+ against eash R.D. Account per month) and Rs. 1100 respectively but she did not deposit the said amount to their respective R.D. Accounts R.K. Pur Post office and thereby she committed an offence punishable under Section 420 of IPC or not?

II. Whether the accused Smt. Saraswati Saha during the span January, 1993 to December, 1993 at Udaipur town and Rajarbag area, under R.K Pur P.S. cheated Sri Malin Kanti Roy, Dr. D.H. Roy and simultaneously R.K. Pur post office by dishonestly inducing said persons to deliver the monthly premium at the rate of Rs.100 + Rs.50 + Rs.100 + Rs.100, totalling Rs, 1800 and Rs. 2400 respectively but she did not deposit the said amount to the concerned R.D. Account of the said two persons in the R.K. Pur Post Office and *thereby committed an offence punishable under section 420 of IPC or not?*

III. *Whether the accused Smt. Saraswati Saha during the span January, 1993 to December 1993 at Udaipur town and Rajarbag under R.K. Pur P.S. cheated Smt. Sahana Roy, Smt. Mira Roy Chowdhury and simultaneously R.K. Pur Post Office, dishonestly inducing the said persons to deliver the monthly premium at the rate of Rs. 70 and Rs.50, total amount of Rs. 840/- and Rs.600/- respectively but she did not deposit the said amount to the concerned R.D. Account of the said two persons at R.K. Pur post office and thereby committed an offence punishable U/S 420 of the Indian Penal Code or not?*

IV. *Whether the accused Smt. Saraswati Saha during the span January, 1995 to December, 1995 at Udaipur town and Rajarbag areas under R.K . Pur P.S.cheated Smt. Swapna Singha Roy, Smt. Tama Singha Roy, and simultaneously R.K. Pur post office by dishonestly inducing them to deliver monthly R.D. premium to her at the rate of Rs. 200 and Rs. 200 respectively by falsely personating herself as an agent of the Postal Department but she did not deposit the said amount to the R.K Pur post office and thereby committed an offence punishable Under Section 420 of the Indian Penal Code or not?*

V. *Whether the accused Smt. Saraswati Saha on 25.07.1995 at any time during the office hour of R.K. Pur post office, forged the signature of Smt. Manashi Chakraborty, a minor daughter of Smt. Minakshi Chakraborty by putting her signature as Minakshi Chakraborty and Manashi Chakraborty in the S.B. withdrawal form No. 7 and used such forged document for the purpose of cheating and thus committed an offence punishable under Section 468 of the Indian Penal Code or not?*

VI. Whether the accused Smt. Saraswati Saha during the span from January , 1992 to December , 1992 on different dates and time at udaipur area under R.K. Pur p.s., falsely personating herself as an agent of Standard Agency system of Postal Department in the name and style of "Podder Agency" dishonestly induced Sri Malin Kanti Roy, Dr. Dilip Home Roy and many others to open R.D. Account at R.K. Pur post office through her and to deliver monthly premium to her and thus caused harm and damage to the properties of the said persons and reputation of R.K. Pur Post Office as well as Postal Department and she thereby committed an offence punishable under section 419 of the Indian Penal Code or not?

VII. Whether the accused Smt. Saraswati Saha during the span from January, 1994 to December, 1994 at Udaipur town area and at Rajarbag area under R.K. Pur P.S. cheated Sri Malin Kanti Roy, Smt. Sahana Roy and simultaneously R.K. Pur post office by dishonestly inducing the said persons to deliver the monthly R.D Premium at the rate of Rs. 100/- + Rs. 50/- + Rs.70/- totalling Rs. 1800/- and Rs.840 respectively by falsely personating herself as an agent of the Postal Department but she did not deposit the said amount to the R.K. Pur post office and thereby committed an offence punishable under section 420 IPC or not?

VIII. Whether the accused Smt. Saraswati podder in between the period January,1994 to December, 1994 at Udaipur town area as well as Rajarbag area under R.K. Pur P.S cheated Smt. Minakshi Chakraborty and Smt. Swapna Singha Roy and simultaneously R.K. Pur post office by dishonestly inducing them to deliver monthly R.D. premium at the rate of Rs. 30/- + Rs.20+, Rs.200/- totalling Rs. 490/- and Rs. 2400/- respectively by falsely personating herself as an agent of the Postal Department but she did not deposit the said *amount to the R.K. Pur Post Office and thereby she committed an offence punishable under section 420 of the Indian Penal Code or not?*

IX. *Whether the accused Smt. Saraswati Saha in between the period January, 1995 to December , 1995 at Udaipur town and Rajarbag area, under R.K. Pur P.S., cheated Sri Malin Kanti Roy and Dr. Dilip Home Roy and simultaneously R.K. Pur Post office by dishonestly inducing the said persons to deliver to her monthly R.D. premium at the rate of Rs. 100/- + Rs. 50/- + Rs. 100/- + Rs. 100/- , totalling Rs. 1350 and Rs.2200/- respectively by falsely personating herself as an agent of the Postal Department but she did not deposit the said amount to the R.K. Pur Post Office and thereby committed an offence punishable under section 420 of the Indian Penal Code or not?*

X. *Whether the accused Smt. Saraswati Saha during the period, from January, 1992 to December,1992 at Udaipur town and Rajarbag area under R.K. Pur P.S. cheated Smt. Minakshi chakraborty, Smt. Manashi Chakraborty and simultaneously R.K. Pur post office by dishonestly inducing them to open R.D. account at R.K. Pur post office through her, falsely personating herself as an Postal Agent and to deliver monthly premium at the rate of Rs.20, Rs 200 and Rs.100 totalling Rs.440/- and Rs.200/- respectively but she did not deposit the said amount to the post office and that she thereby committed an offence punishable under Section 420 of the Indian Penal Code or not?*

XI. *Whether the accused during the period January, 1993 to December, 1993 at Udaipur town and Rajarbag area, under R.K. Pur P.S. cheated Smt. Minakshi Chakraborty, Smt. Manashi Chakraborty and simultaneously R.K. Pur post office, by dishonestly inducing them to deliver to her the monthly R.D. premium at the rate of Rs. 30/-+ 20/- +Rs.200/- and Smt. Manashi*

Chakraborty at the rate of Rs.200/- totalling Rs. 3000/- and Rs. 2400/- respectively but she did not deposit the said amount to R.K Pur post office and that thereby she committed an offence punishable under section 420 of the Indian Penal Code or not?

XII. Whether accused Smt. Saraswati Saha in the calendar year 1993 at Udaipur town and Rajarbag area, under R.K. Pur P.S. cheated Smt. Swapna Singha Roy and simultaneously R.K. Pur post office dishonestly inducing Smt. Swapna Singha Roy to deliver monthly R.D. premium to her at the rate of Rs. 200/- totalling Rs. 2400/- but she did not deposit the said amount to the R.K. Pur post office and thereby she committed an offence punishable under Section 420 of IPC or not?

XIII. Whether the accused Smt. Saraswati Saha during the period January, 1994 to December 1994 at Udaipur town and Rajarbag area under R.K. Pur P.S., cheated Dr. Dilip Home Roy, Smt. Minakshi Chakraborty and simultaneously R.K. Pur post office by dishonestly inducing Dr. Dilip Home Roy to deliver monthly R.D. premium at the rate of Rs. 100/- + 100/- and Smt. Minakshi chakraborty at the rate of Rs.30 and Rs. 20 totalling Rs. 2400/- and Rs. 490/- respectively by falsely personating herself as an Agent of Postal Department but she did not deposit the said amount to the R.K. Pur Post Office and thereby she committed an offence punishable u/s 420 of IPC or not?

XIV. Whether the accused Smt. Saraswati Saha during the period from January, 1994 to December, 1994 at Udaipur town and Rajarbag area under R.K. Pur P.S., cheated Smt. Mira Roy Chowdhury by dishonestly inducing her to deliver to her the monthly R.D. premium at the rate of Rs. 50.00, totalling Rs. 450/- by falsely personating herself *as an agent of the Postal Department but she did not deposit the said amount to the R.K. Pur post office and thereby she committed an offence punishable under section 420 of the Indian Penal Code or not?*

XV. *Whether the accused smt. Saraswati Saha during the period January, 1995 to December, 1995 at Udaipur town and Rajarbag area under R.K. Pur P.S., cheated Smt. Sahana Roy and simultaneously R.K. Pur post office by dishonestly inducing Smt. Sahana Roay to deliver to her the monthly R.D., premium at the rate of Rs. 70/- and totalling Rs. 560/- by falsely personating herself as an agent of Postal Department and thereby she committed an offence punishable U/S 420 of IPC or not.*

19. Learned Chief Judicial Magistrate as it appears appreciated the evidence in course of his finding on the above points formulated and discussed the evidence on record in details in Paras 27 to 47 which reads as follows:-

"27. (For the accused Saraswati Saha)

Points Nos. I, II, VI and IX are co-related and so for the sake of convenience the said three points are taken together for discussion and consideration.

P.W. 1 deposed that Dr. Dilip Kanti Home Roy (P.W.16) complained that he had opened 2/3 R.D. Accounts through Saraswati Saha and made payment of monthly premium through Saraswati Saha. She showed him the payment card in which the agent puts his/her signature on receiving the payment. The signature was in the name of S. Saha. As shown the card by P.W.1 to P.W.16, he admitted that the agency was in the name of Laxmi Saha and it is mentioned in the card. On verifying the Ledger *record it was detected that collection as shown in the payment card was not deposited in the post-office.*

P.W.1 further deposed that one Malin Kanti Roy (P.W.24) came to the post-office and complained that two R.D. Accounts, one in his name and another in the name of his wife Sahana Roy was opened and that they had made the monthly payment for about five years.

P.W. 24 also alleged to him that he opened the R.D. accounts through Saraswati Saha who did never hand over the Pass-book to him in spite of their request. On his allegation they (P.W.1 and his office staff) checked the relevant records and detected that money for only six/seven months was deposited.

P.W.16 (Dr. Dilip Kr. Home Roy) deposed that in the month of January, 1992 Saraswati Saha came to him and requested him to open a R.D. account at post-office through her as the agent of R.K. Pur Post-office. Accordingly, he opened two accounts at the monthly premium of Rs.100/- each for five years, one in the month of January and another in the month of February. She (Saraswati Saha) used to collect money every month and he used to maintain a card in that regard. The Pass books were kept with Saraswti Saha at most of the time and without seeing the card he (P.W.16) cannot say how long he gave money to Saraswati Saha and on seeing the ACY Card of R.D. Account No.36376, P.W.16 said that payment at the rate of Rs.100/- per month was made from 17-01-92 to 04-11-95. The signatures of Saraswati Saha in the ACY card are marked under Exbt.34 series. The two ACY cards were seized by the Police from his (P.W.16's) custody on 13-12-95. The signatures of P.W.16 in the (his) receiving copy of seizure list was marked under Exbt. 30/1. The two ACY cards have already been marked under Exbt. M.O.3 series.

P.W.16, seeing the ledger card of account No.36476 in his name told that the relevant card shows that Rs.500/- was deposited for five months and similarly seeing the ledger card of S.B. Account No.36197, the witness said that it shows Rs.700/- for seven months was deposited in the said account and *the last deposit was made on 31/08/1992. During filling up the S.B. No.3 he (P.W.16) was identified by the accused Saraswati Saha. The two signatures of Saraswati Saha in the said two cards were identified and marked under Exbt.15 series/1 and Exbt. 16 series/1.*

P.W.16 further deposed that he cannot remember whether the pass-books were retained by her (Saraswati Saha) or what happened to these. On enquiry at the Post-office, he (P.W.16) learnt that money was not deposited in his accounts as per her collection from him. He (P.W.16) asked her in that regard and in reply she stated that she could not deposit the money as she could not trace out the pass-books.

Thereafter, she returned the undeposited amount which she collected from him (P.W.16) for the purpose of depositation in his (P.W.16's) R.D. Accounts.

During cross-examination, P.W.16 stated that he knows Saraswati Saha from her childhood and before opening the aforesaid accounts Saraswati also used to collect money from him in connection with other R.D. accounts and subsequently he also paid money to her regarding R.D. accounts. Saraswati put her signature in the Exbt.15 series and 16 series as witness and not as identifier. In the cards marked under Exbt. M.O.3 series name of agent is mentioned as L. Saha but she (Saraswati Saha was known to him as an agent.

28. Here P.W.16 did not tell the number of his other R.D. accounts against whom Saraswati Saha used to collect money. But for the specific R.D. accounts, he told that Saraswati Saha did not deposit the money to the R.D. accounts against whom she collected money from P.W.16 and simultaneously he also told that subsequently Saraswati Saha returned the undeposited money to him. So, it smacks an attempt on the part of P.W.16 to hush-up the matter.

It is not like that Saraswati Saha's innocence landed her in trouble, because she collected money from P.W.16 against the R.D. account number 36476 and 36197 which were opened through Saraswati Saha but none else.

P.W.29 identified and confirmed Exbt.M.O.3 series to have been seized by him.

29. Now let us see what Exbt.M.O.3 series say.

ACY Card No.0064635 in respect of the account No.36476 (Exbt.M.O.3 series) speaks that the said account was opened on 17/02/92 at R.K.Pur post-office and S. Saha by putting her signature in the column No.3 "signature of the agent" collected money amounting to Rs.4600/- from P.W.16 at the rate of Rs.100/- per month from 17/02/92 and onwards till 04-11-95 from P.W.16.

But the Savings Bank Ledger Card (Form No. S.B.75) of account No.36476 of P.W.16 (Exbt. 15 series) speaks that only Rs.500/- was deposited from 17/02/92 to 29/07/92 in the said R.D. account and so it is clear that Rs.4100/- was not deposited in the said account although as per ACY Card it is evident that accused Smti. Saraswati Saha collected Rs.4600/- from P.W.16.

The ACY card bearing No.0070941 in respect of R.D. Account No.36197 (Exbt. M.O.3 series) of P.W.16 speaks that it was opened on 17/01-92 at R.K.Pur post-office and S. Saha by putting her signature in column No.3 "signature of the Agent" collected money amounting to Rs.4600/- from P.W.16 at the rate of Rs.100/- per month from 17-01-92 to 04-11-95.

But the Savings Bank Ledger Card (Form No.S.B.-75) of account No.36197 of P.W.16 (Exbt.15 series) speaks that only Rs.700/- was deposited from 17/01/92 to 31/08/92 in the said R.D. account.

So, it is evident that Rs.3900/- was not deposited in the said account although Smti Saraswati Saha collected Rs.4600/- from P.W.16.

30. P.W.24 (Malin Kanti Roy) deposed that he knows the accused Saraswati Saha as Agent of post-office. He opened 3 R.D. accounts at monthly premium, one for Rs.50/- and the other two for Rs.100/- each through Saraswati Saha. He also opened another R.D. Account through her. Saraswati Saha as an agent used to collect the money against each R.D. accounts from him from his house and sometimes in his absence from his wife. All the pass-

books were kept with Saraswati Saha. Sometimes he enquired about his pass-books and in reply Saraswati Saha told that he should not be worried and everything is okay. Upto September 1995 he made full payment against those accounts.

His (P.W 24's) wife is also a witness of this case and today she has been admitted into T.S.D. Hospital, Udaipur, in a serious condition and so she is unable to depose.

After maturity of the R.D. account he (P.W.24) and his wife asked for collection of money and Saraswati Saha secured signature for making payment. Subsequently, she informed that due to some problem the money collected by her from them was not deposited in the pass-book and she assured that she would repay the amount. She made some payment but did not make entire payment. He did not receive any interest.

Perhaps in the year 1996 postal Department sent a messenger to his house to know whether his money was deposited to his R.D. accounts or not. At that time police also visited his house and he informed them that he did not receive the entire amount from Saraswati Saha. Subsequently he enquired into the matter and came to know that only 2/3 months' installments were deposited in his R.D. accounts. Saraswati informed him on his query that monies were not deposited in his accounts due to her dispute with the post-office.

The four signatures of P.W.24 in the R.D. account opening card of account No.36697 were marked under Exbt.6/1 series and his four signatures in the R.D. opening card of account No.35052 were marked under Exbt.7/1 series.

The four signatures of the wife of P.W.24 in the R.D. account opening card in respect of Account No.34469 were marked under Exbt.8/1 series.

The R.D. account (36697) opening form (Exbt. 6 series) speaks that it was opened in the name of Malin Kanti Roy on 01/04/92 at the rate of Rs.100/- per month and Narayan Podder, husband of the accused Saraswati Saha was the witness in that form, by putting his signature in it.

The Savings Bank Ledger Card, Form No.S.B.75(Exbt.6 series) in respect of the R.D. account No.36697 of R.K. Pur post office of Malin Kanti Roy *speaks that only Rs.400/- was deposited in the said account from 01/04/92 to 29/07/92.*

The 5-year R.D. account(35052) opening form (Exbt.7 series) speaks that it was opened on 13/04/91 at the rate of Rs.50/- per month in the name of Malin Kanti Roy and Narayan Podder, husband of Saraswati Saha by putting his signature was the witness in the form.

The Time deposit ledger card, Form No.75(a) (Exbt.7 series) of R.D. A/C No.35052 speaks that it was opened on 13/04/91 and an amount of Rs.450/- was deposited in the said account from 13/04/91 to 31/12/91.

Similarly the R.D. Account(34469) opening form (Exbt.8 series) speaks that it was opened on 24/09/90 at the rate of Rs.70/- per month in the name of Sahana Roy and Narayan Podder was the witness in the said opening account form by putting his signature in it.

The Time deposit Ledger card, Form No.75(a) of R.D. A/C No.34469(Exbt.8 series) speaks that it was opened in the name of Sahana Roy on 24/09/90 and an amount of Rs.1120/- was deposited from 24/09/90 to 31/12/91.

So, it appears from the evidence on record that Smt. Saraswati Saha collected money from Malin Kanti Roy pretending to be an agent of Postal department at the rate of Rs.100/- per month, against account No.36697 and upto September,1995 he paid Rs.4200/- to Smt. Saraswati Saha but she deposited only Rs.400/- in that account.

Similarly, in R.D. A/C No.35052, at the rate of Rs.50/- per month Smt. Saraswati Saha upto September,1995, collected Rs.2700/- from P.W.24 but deposited only Rs.450/- in that account from 13.04.91 to 31.12.91 but no amount was deposited from January 1992 to September 1995.

It further appeared that Smt. Saraswati Saha collected at the rate of Rs.70/- per month against R.D. Account No.34469 upto September,1995 but no amount was deposited from January,1992 to September, 1995.

31. POINTS NO. III, XIV & XV

The Point Nos. III, XIV & XV are co-related and so for convenience these are taken up together for discussion and consideration.

In this case witness Smt. Sahana Roy was not put into the witness box to prove allegation against the accused Smt. Saraswati Saha.

P.W.5(Smt. Mira Roy Chowdhury) deposed that in the month of June, 1991 Saraswati Saha came to her house and introduced herself saying that she works in the matter of R.D. account of Post office and requested her (P.W.5) to open account. Accordingly, she opened a R.D. Account for about 6/7 years at the monthly installment of Rs.50/- and for that purpose she handed over a signed paper to her. She (P.W.5) paid such monthly installments for forty months. She asked Saraswati Saha for the pass book but she did not show her the Pass book and so she (P.W.5) stopped payment and had intended to close the account. P.W.5 signed in a form for withdrawal of money from her R.D. account and gave it to Saraswati Saha. She paid her Rs.2000/-. Before such payment Postal staff came to her house and asked about her account. She (P.W.5) herself wrote down the episode (Exbt.27) and put her signature in it (Exbt.27/1).

Four signatures of P.W.5, in S. B. form No.3 in regard to opening of R.D. account No.35260 (marked under Exbt. 10 series in deposition of P.W.1), were marked under Exbt.10/1 series.

The signature of P.W.5 in Form No.7 was marked under Exbt.10 series/2 (Form No. 3 and Form No.7 were marked under Exbt.7 in the deposition of P.W.1).

The Ledger Card, (Form No.75) marked under Exbt.10 series (in the deposition of P.W.1) shows that there are only 7 deposits at the rate of Rs.50/- each in it.

The withdrawal form shows payment of Rs.422.20 (marked under Exbt.10 series in the deposition of P.W.1).

P.W.5 further deposed that total money what P.W.5 paid to Saraswati Saha was not deposited and she cheated her (P.W.5) by Rs.1650/-.

32. *Now let us see what Exbt. 27 speaks.*

Exbt.27 earlier written by P.W.5 on 29/09/95 addressed to the Post Master, R.K.Pur Post *office, Tripura South, speaks that in the month of June,1991 she opened a R.D. account at the monthly payment of Rs.50/- and she paid the money regularly but in spite of several requests till dated (29/09/95) she (Saraswati Saha) did not show the pass-book to her. After a prolong persuasion she replied that she will arrange for withdrawal of her (P.W.5's) money. But till date Saraswati Saha neither paid her money nor handed over the pass-book to her. She (P.W.5) learnt from the mouth of neighbours that Saraswati Saha is not an authorized agent of the post office.*

The 5-year R.D. account opening form (Form No.3) dated 21/06/91 (Exbt. 10 series) in respect of R.D. account 35260 of Mira Roy Chowdhury speaks that it was opened on 21/06/91 at denomination of monthly Rs.50/- and Saraswati Saha put her signature as witness in it.

Term deposit Ledger Card S.B. 75(a) of R.D. account 35260 of Mira Roy Chowdhury (Exbt.10 series) speaks that it was opened on 21/06/91 at the monthly denomination of Rs.50/- and an amount of Rs.350/- was deposited in the said account from 21/06/91 to 31/12/91 at the rate of Rs.50/- per month.

So, it appears that from January, 1992 to September, 1995 no money was deposited in the said account though Smt. Saraswati Saha regularly collected at the rate of Rs.50/- against the said account from P.W.5.

33. *<u>POINTS NO. IV & XII</u>*

For the sake of convenience the Point Nos. IV and XII are taken together for discussion and consideration.

P.W. 22 (Smt. Swapna Singha Roy) deposed that she knows the accused Sarswati Saha as agent of Post-office. In the month of October,1992 she opened a R.D. Account in R.K.Pur post-office through her at the rate of Rs.200/- per month as subscription. The accused Saraswati Saha used to collect the monthly premium every month for the purpose of depositing the same to the Post-office and she paid money to her upto October, 1995. Her pass book was kept in the custody of Smti. Saraswati

Saha. P.W.22 requested her to show her the pass-book but she did not show it to her. After her payment to Saraswati for the month of October,1995, one day staff of Udaipur post-office visited her house and enquired whether she saw her pass-book and also informed that only a few installments were deposited in her R.D. account. Subsequently, she (P.W.22) collected her pass-book from the accused Saraswati Saha and found that money for only four installments were deposited in her account. On being asked Saraswati Saha replied that she would repay the entire amount and due to some problem she could not deposit the entire amount in her (P.W.22's) R.D. account. Subsequently she returned Rs. 6000/- to her (P.W.22) including the amount deposited in her pass-book, but she did not return her the remaining amount. When P.W.22 occasionally accosted her on road, she told her that she committed mistake by making repayment of an amount of Rs.6000/- to her. Her (P.W.22's) signature in the R.D. account opening form (Exbt. 18 series) in respect of account No.37534 was marked under Exbt.18 series/1.

The 5-year R.D. account opening form (Form No.3) dated 29/10/92 (Exbt.18 series) in respect of R.D. account No.37534 of Swapna Singha Roy speaks that it was opened on 29/10/92 at the monthly denomination of Rs.200/- and Saraswati Saha put her signature in it as witness.

Ledger Card, S.B. 71 of R.D. account No.37534 of Swapna Singha Roy (Exbt.18 series) speaks that it was opened on 29/10/92 at monthly denomination of Rs.200/- and an amount of Rs.600/- was deposited from 29/10/92 to 29/12/92.

So, it appears that Smt. Saraswati Saha did not deposit any money from January,1993 to October,1995 though she regularly collected money at the rate of Rs.200/- per month against the said account from P.W.22.

34. P.W.23(Smt. Tama Singha Roy) deposed that she knows the accused Saraswati Saha as an Agent of the post office and she opened a R.D. account at monthly denomination of Rs.200/- through her in the R.K. Pur Post office and her account No. is 38179. Saraswati Saha used to collect monthly denomination from her house and sometimes she *used to collect at a time two such denominations if she failed to collect the amount in the previous month. She (P.W.23) also opened another R.D. account at the monthly denomination of Rs.100/- through Saraswati Saha in the post office.*

She (P.W.23) signed in the R.D. account opening from No. S.B. 3 and her signature on Exbt.24 was marked under Exbt. 24 series/1 series.

The 5- year R.D. account opening form No.3 dated 30/03/93 (Exbt.24 series) in respect of R.D. account No.38179 of Tama Singha Roy speaks that it was opened on 30/03/93 at monthly denomination of Rs.200/- and Saraswati Saha put her signature in it as witness.

The savings Bank Ledger Card of R.D. account No.38179 of Tama Singha Roy (Exbt.24 series) speaks that it was opened on 30/03/93 at monthly denomination of Rs.200/- and an amount of Rs.3600/- was deposited in the said account from 30/03/93 to 30/09/94.

So, it appears that during the period 30/03/93 to 30/09/94 Smt. Saraswati Saha did not deposit one installment of Rs.200/- though she collected the said amount from P.W.23.

Further more that no installment was deposited since the month of October, 1994 and onwards for the said 5-year R.D. Account though she collected money regularly from P.W.23 month to month basis.

35. <u>POINT NOS. V, X and XI</u>

For the sake of convenience Point Nos. V, X & XI are taken up together for discussion and consideration.

P.W.3 (Smt. Minakshi Chakraborty) deposed that about 7(seven) years ago, one day, Saraswati Saha came to their house and told her that she has come for opening R.D. account. Accordingly she opened two R.D. accounts for five years term of denomination at the rate of Rs.30/- and Rs.60/- per month. She also opened another Five-year term R.D. at denomination of Rs.200/- per month in the name of her daughter Manashi Chakraborty and another R.D. account at denomination of Rs.30/- per month in the *name of her mother-in-law Charu Bala Chakraborty.*

She (P.W.3) made payment for the installments for all the accounts to Saraswati Saha for two years. They asked Saraswati Saha to show Pass-books to them but she did not show those to her by saying that the Pass-books are in her safe custody. As the pass-books were not shown to them, they stopped payment against the R.D. Accounts and the money deposited were collected by her (P.W.3's) husband from Saraswati Saha at her house.

The four signatures of P.W.3 in Form No. S.B. 3 of account No.37438 in Exbt.9 were marked under Exbt.9/1 series.

P.W.3 deposed that she found only two deposits at the rate of Rs.200/- in S.B. Ledger Card of account No.37438 in the name of Manashi Chakraborty.

The four signatures of P.W.3 in form No.S.B. 3 of account No.37837 (Exbt.11 series) were marked under Exbt.11 series/1 series.

In the Ledger Card of account No.37837 in her (P.W.3's) name she found deposit of Rs.90/- only.

In form No. S.B. 3 of account No.37435 (Exbt.12 series) the four signatures of P.W.3 were marked under Exbt. 12 series/1 series.

Postal staff came to their house and asked them about their accounts and she stated that they had opened R.D. accounts through Saraswati Saha and made payment through her but as she did not show them the Pass-books, they stopped payments and her husband took back the money deposited for their R.D. accounts from Saraswati Saha.

36. During cross-examination by prosecution P.W.3 stated that Postal staff showed them a withdrawal form No.7 of R.D. account No.37438 and pointing out a signature, asked whether it was of her daughter Manashi or herself and in reply P.W.3 told that it is not her own signature nor of her daughter Manashi. At the time of opening the said account in the year 1995 her daughter was minor and so the account was opened in her name but it was operated by her (P.W.3). Saraswati Saha told them that they *would not get any interest as the account was closed at prematured stage and as such the (P.W.3) cannot say whether they get any interest or not.*

P.W. 3 further stated that as Saraswati Saha collected money for two years from them for depositation to their concerned R.D. accounts but deposited only for two months. So she cheated them.

37. P.W.4 stated that about 5/6 years ago, postal staff came to their house at Chanban and showing a signature in her name on a document, asked her whether it was her signature or not. Seeing it she stated them that she did not put the signature. Her (P.W.4's) parents, present at that time also told likewise her. P.W.4, looking at the withdrawal form of R.D. account No.37438 stated that the signature as Manashi Chakraborty in it, is not her signature.

During cross-examination P.W.4 had denied the suggestion that the name Saraswati Saha against the column "Name of Messenger", and the name Manashi Chakraborty in the withdrawal form (as shown to the witness) of account No.37438 (Exbt.9 series) are her own hand writings.

38. Now let us see what is inside of Exbt. 9 series, Exbt. 11 series and Exbt. 12 series.

Exbt.9 series speaks that a 5-year R.D. Account bearing No.37438 was opened in the name of Manashi Chakraborty, daughter of Parimal Chakraborty of Chanban, Udaipur on 23-09-92 at monthly denomination of Rs.200/- as minor with date of birth 10/02/81 with 3 specimen signatures of Minakshi Chakraborty and her another signature as applicant. Saraswati Saha also put her signature in the place of witness, in it.

The Savings Bank Ledger Card, (Form No.S.B.75, Exbt. 9 series), in the name of Manashi Chakraborty of Account No.37438 speaks that it was opened on 23/09/92 and an amount of Rs.400/- was deposited in the said account from 23/09/92 to 21/12/92. There is a note of dealing clerk on 22/09/95 on it which runs as follows:-

"Original Voucher handed over to P.M. to verify depositor and placing fresh S.B. 7 to the P.O. and to take payment."

Exbt. 11 series speaks that a 5-year R.D. Account bearing No.37837 in the name of Minakshi Chakraborty, wife of Parimal Chakraborty of Chanban, P.O. R.K. Pur, was opened on 29/12/92 at monthly denomination of Rs.30/- with three specimen signatures and one signature as applicant of Minakshi Chakraborty. Saraswati Saha also put her signature in the place of witness in it.

The Savings Bank Ledger Card (Form No. S.B.75, Exbt. 11 series) in the name of Minakshi Chakraborty of Account No.37837 speaks that it was opened on 29/12/92 and an amount of Rs.90/- was deposited in the said account from 29/12/92 to 08/02/93.

So, in the said 5-year R.D. account which was opened on 29/12/92 no money was deposited from March 1993 and onwards though Smt. Saraswati Saha collected at the rate of Rs.30/- per month for two years against the said account, from P.W.3.

Exbt.12 series speaks that a 5-year R.D. account bearing No.37435 was opened on 23/09/92 in the name of Minakshi Charkaborty at mothly denomination of Rs.20/- with four signatures (including three specimen signatures) of Minakshi Chakraborty. Saraswati Saha also put her signature in the place of witness in it.

The savings Bank ledger Card (S.B.75, Exbt.12 series) in the name of Minakshi Chakraborty of account No.37435 speaks that it was opened on 23/09/92 and an amount of Rs.40/- was deposited in the said account from 23/09/92 to 29/10/92.

So, it appears that in the said 5-year R.D. account which was opened on 23/09/92 no money was deposited in the said account from November,1992 and onwards though Smt. Saraswati Saha collected at the rate of Rs.20/- per month for depositation in the said account, from P.W.3.

39. P.W.1 deposed that one day in the month of July,1995 Smt. Saraswati Saha presented a withdrawal Form (S.B.7) for premature withdrawal of R.D. account in the name of minor Manashi Chakraborty which was being operated by her mother Minakshi Chakraborty. The withdrawal form had the signature of Manashi Chakraborty. At the time of *comparing the signature with the office record, it reveals that it was a R.D. account of a minor operated by the mother of the minor. So the payment was refused and it was brought to his (P.W.1's) notice. A note was made in the form by the counter-Clerk and the Ledger Handling Clerk about the cause of refusal. It was also brought to his (P.W.1's) notice that the signature of the minor and the signature of the messenger Smt. Saraswati Saha was in the same hand writing. He (P.W.1) then directed Sri Amulya Kumar Majumder, the Public Relation Inspector (PRI) to enquire into the matter. Accordingly, PRI conducted an enquiry and submitted report to the effect that Manashi Chakraborty had disowned the signature in the form as her signature and her mother also informed that they did not hand over such withdrawal form Saraswati Saha. The statements of Manashi and her mother were also enclosed with the report of PRI.*

40. Now let us see what is inside of the statement delivered to P.R.I. by Smt. Minakshi Chakraborty (Exbt.26) on 21/09/95.

Exbt. 26 speaks that the signature in the withdrawal form of the R.D. account No.37438 is not that of Minakshi Chakraborty but a forged one and more so Smt. Saraswati Saha encouraged to open many R.D. accounts through her but after opening such R.D. accounts she did not hand over such pass-books to them in spite of frequent requests.

Exbt.26/3 is the forwarding note written by PRI (P.W.6) on the overleaf of Exbt.26, to the Postmaster, R.K.Pur Post-office for taking necessary action.

P.W. 6 deposed that on 21/09/95 he conducted an enquiry as per direction of Postmaster at the house of Minakshi Chakraborty at Chanban. He went to verify a specimen signature of a minor-R.D. account No.37438 in the name of Manashi Chakraborty operated by Minakshi Chakraborty. The withdrawal form was S.B.7 and it bore the signature in the names of Minakshi Chakraborty, Manashi Chakraborty and Saraswati Saha. He (P.W.6) showed the withdrawal form to Minakshi Chakraborty and Manashi Chakraborty and seeing the signatures they stated that these are not their signatures. He (P.W.6) *asked Minakshi Chakraborty to make a statement in this regard in writings and accordingly as per her dictation a statement (Exbt.26) was written by her relative and then she put her signature in it. Her husband Parimal Chakraborty was also present and he also signed in it.*

On seeing the withdrawal form (Exbt.9 series) P.W.6 told that there are two signatures in it. Against column- Name of Messenger—it is written Saraswati Saha, against signature of messenger—it is written Saraswati Saha, and against column—signature of depositor—it is written Manashi Chakraborty. P.W.6 also clarified that due to passage of time he could not remember as to how many names were written in the withdrawal form and that is why earlier in the deposition he mentioned three names. The endorsement written and signed by P.W.6 on the overleaf of Exbt.26 was marked under Exbt.26/3. Manashi Chakraborty (P.W.4) also stated that the signature in the withdrawal form dated 17/07/95 of R.D. account No.37438 was not of her.

41. P.W.7 (Ratan Bhattacharjee) deposed that on 17/07/95 he was posted as a Ledger Clerk at R.K. Pur Head Post-office. On that day Jagabandhu Rudra Paul, Counter Clerk (Postal Assistant) referred a withdrawal form with pass-book of R.D. Account No.37438 in the name of minor Manashi Chakraborty operated by her mother Minakshi Chakraborty. Seeing the withdrawal form P.W.7 told that it did not have the signature of the operator Minakshi Chakraborty and it also did not have the minor certificate. So, with his note "depositor's signature and minor certificate wanting" (Exbt. 3/1) he forwarded it to the supervisor who was the Postmaster at that time. The signature of P.W.7 on Exbt.3/1 was marked under Exbt.3/2.

He (P.W.7) further deposed that he is conversant with the hand writing and signature of Saraswati Saha as she used to make transaction regarding R.D. deposit, withdrawal, etc., of the public at R.K.Pur Post-office.

P.W.7 identified the signatures of Saraswati Saha at the left side of S.B. form No.3 of account No.37438 against the column-signature of messengers and another at the right side of the form.

42. P.W.20 (Jagat Bandhu Rudra Paul) deposed that on 17/07/95 accused Saraswati Saha went to his counter as a messenger of account No.37438 for the purpose of final withdrawal in the name of minor Manashi Chakraborty operated by her mother Minakshi Chakraborty.

The pass-book was presented before him along with withdrawal form and he sent it to the Ledger Clerk Ratan Bhattacharjee (P.W.7) for scrutiny. On 25/07/95 again Saraswati came to him to receive the amount. Then he handed over the pass-book and withdrawal form to her pointing out that minor certificate and signature of the operator are lacking in that form. On the same day she again submitted the said withdrawal form after filling up the payment side without furnishing the requirements as pointed out earlier. She also signed with date in the form in the payment side. But he (P.W.20) did not make payment to her as she did not fulfill the requirements as asked and he (P.W.20) forwarded the matter to the Postmaster and on refusal of payment Saraswati uttered that a known person need not to be identified. ("China Bamaner Paita Lagena") and uttering this she put pressure to make payment to her.

The Postmaster did not make payment order but passed an order for enquiry through Public Relation Inspector, Amulya Ratan Jamjumder (P.W.6).

Later on, he (P.W.20) came to know that P.W.6 stated that neither Manashi nor Minakshi put signature in the withdrawal form.

Since, Saraswati Saha worked as postal agent at Udaipur, he (P.W.20) was conversant with her signatures. The two signatures of Saraswati Saha in S.B.7 withdrawal form are marked under Exbt.9 series/1 series.

So, it appears from the deposition of the said P.Ws that Smt. Saraswati Saha put the signature in the withdrawal form in the name of Manashi Chakraborty and Minakshi Chakraborty for withdrawal of money from the said amount.

43. <u>POINT NO.VII</u>

As discussed in Point No.VI and IX, P.W.16 (Dr. Dilip Kumar Home Roy) deposed that he *paid at the rate of Rs.100/- per month from 17/01/92 to 04/11/95 for depositation in his 5-year R.D. Account No.36476 but Saraswati Saha deposited only Rs.500/- in his said account and Rs.1200/- was not deposited in his said account in the year 1994 and thus she cheated P.W.16 by Rs.1200/- during the year 1994.*

As discussed earlier in the said three points it appears that P.W.24 made payment to Saraswati Saha at the rate of Rs.100/- per month for depositing to his 5 year R.D. A/C No.36697 from April,1992 to September,1995 but Saraswati Saha did not deposit it to his said account during the entire Calendar year 1994 and thus she cheated P.W.24 by Rs.1200/-.

And thus she cheated P.W.24 by Rs.600/- during the year 1994 in respect of 5-year R.D. A/C No.35052 and during the year 1994 she also cheated P.W.24 by Rs.840/- in respect of 5-year A/C No.34469.

44. <u>POINT NOS.VIII & XIII</u>

As discussed earlier in Point No. V, X and XI, P.W.3(Minakshi Chakraborty) deposed that she opened 5-year R.D. Accounts and she made payments to Smt. Saraswati Saha for two years for all the R.D. Accounts.

Exbt. 9 series speaks that 5-year R.D. A/C No.37438 was opened in 23/09/92 at denomination of Rs. 200/- per month and so Smt. Saraswati Saha did not deposit Rs.2400/- in that account during January to December,1994 though she collected the said amount from P.W.3.

Exbt.11 series speaks that 5 year R.D. A/C No.37837 was opened on 29/12/92 at the monthly denomination of Rs.30/- and so Smt. Saraswati Saha did not deposit Rs.360/- in that account during January to December,1994 though she collected the said amount from P.W.3.

Exbt. 12 series speaks that a 5-year R.D. Account No.37435 was opened on 23/09/92 in the name Minakshi Chakraborty at denomination of Rs.20/- per month and it appears that Smt. Saraswati Saha did not deposit Rs.240/- in that *account from January,1994 to December,1994 though she collected the said amount from P.W.3.*

As discussed earlier in point No.IV and XII, P.W.22 (Smt. Swapan Singha Roy) deposed that in the month of October,1992 she opened a 5-year R.D. account No.37534 in the R.K.Pur post-office through Saraswati Saha at the monthly denomination of Rs.200/- and Sarswati Saha collected money for the said account every month upto October,1995.

Exbt.18 series speaks that a 5-year R.D. Account No.37534 was opened in the name of P.W.22 at monthly denomination of Rs.200/- and it appears from the Ledger Card that only Rs.600/- was deposited in that account from 29/10/92 to 29/12/92 and so Saraswati Saha did not deposit Rs.2400/- from January,1994 to December, 1994 in the said account though she collected the said amount from P.W.22.

It is not believable that the said witnesses fabricated such numerous exhibited documents including the calendars against the accused persons namely Smt. Saraswati Saha and Sri Narayan Podder .

It is also not like that the said P.Ws united together and took oath for deposition before the court falsely to put the accused Smt. Saraswati Saha in trouble and Smt. Saraswati Saha also during her examination as per provision of Section 313 of Cr.P.C. did not take the plea that she has become the victim of circumstance due to animosity with the witnesses and that they shall stand to gain in anyway by putting her in troubles.

45. In this case what the P.Ws have had to say, they have said it plainly and their evidence is consistent and conforming to the version given in the F.I.R.

It is no doubt true that prosecution evidence does not suffer from some minor and negligible inconsistencies here and discrepancies there and it is merely a short coming from which no criminal case is perhaps free. The main thing to be seen is whether such inconsistencies etc., got to the root of the main fact of the case to stamp it out.

But in this case such minor inconsistencies etc., do not go to the main root to *stamp out the fact of cheating and also cheating by false personation by the accused persons namely Sri Narayan Podder and Smt. Saraswati Saha to the concerned witnesses and simultaneously R.K. Pur Post office and also the forging of document by the accused Smt. Saraswati Saha.*

When a witness is examined and cross-examined at length, it is quite possible for him/her to make some minor, omissive and discrepant statement and that does not mean that he or she is telling a lie.

46. No true witness can possibly escapes from making some omissive and discrepant details and it may happen because one cannot always express what he or she exactly wants to say or there may be slip of tongue and one may not always get scope for prompt correction being besieged with barrage of questions in the unfamiliar witness box or there may be normal error of observation or normal error of memory due to lapse of time and etc.

47. The instant case was instituted in the year 1995 and it was remanded for re-trial.

In this regard we have a good guidance from the decision of the Hon'ble Supreme Court reported in (2005) 13 SCC 116-B, which runs as follows:-

Criminal trial

Appreciation of evidence

-- Discrepancy in prosecution case—if it is not fatal to the prosecution, it does not create any infirmity—where P.W. was examined about four years after the incident, he cannot be expected to depose with mathematical precision."

20. After careful perusal of the evidence on record and the impugned judgment, I find no infirmity in the finding of guilt arrived by the trial Court and affirmed by the appellate Court.

21. The revisional application, therefore, is found to be devoid of any merit and hence stands dismissed.

22. Send back L.C. records along with a copy of this judgment.

JUDGE