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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 22.09.2020

PRONOUNCED ON : 03.02.2022

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

Crl.O.P.No.12275 of 2014
and M.P.No.1 of 2014

1.Rakesh Kumar Pandey
2.Ashok Kumar Sahu ...Petitioners/Accused

Vs.

1.State rep.by Inspector of Police,
CBCID Metro Wing,
Greater Chennai, Chennai,
Crime No.4 of 2013. .. Respondent/Complainant

2.M/s.Sical Logistics Ltd.,
having its registered office at
No.73, Armenian Street,
Chennai - 600 001. ... Respondents/Defacto Complainant

PRAYER: Criminal Original Petition has been filed under Section 482 of the Code of Criminal Procedure, to call for the records relating to the FIR in Crime No.4/2013 on the file of the Inspector of Police, CBCID, Metro Wing, Greater Chennai and quash the same.

For Petitioners	:	Mr.R.Shanmuga Sundaram Senior Counsel for Mr.L.Baskaran
For Respondent No.1	:	Mr.Mohammed Riyaz
For Respondent No.2	:	Mr.A.Ramesh Senior counsel for Srinath Sridevan

ORDER

The petitioners, who are the accused in Crime No.164 of 2011 initially registered and investigated by CCB later re-registered by CBCID Metro Wing, in Cr.No.4 of 2013 for offences under Sections 420, 467, 468, 471 r/w 467, 120(b) IPC, have filed this quash petition.

2.The gist of the complaint is that the complainant's company viz., M/s.Sical Logistics Ltd., is engaged in the business of Logistics across the country, has subsidiaries in India and in Singapore. M/s.Sical Logistics Ltd., and its subsidiaries provide logistics to the Offshore Industry. M/s.Sical Logistics Ltd., has two subsidiaries in Singapore, in the name of M/s.Bergen Offshore Logistics Private Ltd., and another M/s.Norsea Global Offshore Private Ltd.,. Both the accused viz., A.K.Sahu and R.K.Panday are working in M/s.Sical Logistics Ltd. they are also taking care of the affairs of these subsidiary companies. One Sonal Thomas of M/s.Thomas Law Professional Corporation, Canada contacted the Company Secretary of complainant over phone, informed that they are the legal counsel for M/s.Kyko Global Inc., a company in Canada and informed that six documents are in their custody, which are executed by defacto complainant and its subsidiaries in favour of M/s.Kyko Global Inc., for a loan availed with the following documents:

> 1.Guarantee documents purported to have been signed by the signatories of M/s.Sical Logistics Ltd., viz., Mr.S.Rajappan, Mr.A.B.Sundar and Mr.V.Radhakrishnan.
>
> 2.The Board Resolution dated July 15, 2010 and the extracts of the minutes of the meeting of the Board of Directors of Sical and purported to have been signed by the signatories of Sical viz., Mr.S.Rajappan, Mr.A B Sundar and Mr.V.Radhakrishnan.
>
> 3.The two undated cheques purported to have been issued for the loan and have been signed by Mr.A.K.Sahu of Sical.
>
> 4.Bill of Exchange - promissory Note executed by Norsea Global Offshore Pte. Ltd., and Bergen Offshore Logistics Pte Limited, dt.31.Aug 2010 (a subsidiary of Sical Logistics Ltd) have been executed in an unauthorized manner.
>
> 5.The promissory Noties executed by Bergen Offshore Logistics pte Ltd and Norsea Global Offshore Pte Ltd., for US Dollar 255470/- and USD 739,659/- purported to have been signed by the signatories viz., Mr.Sudhir Shantaram Rangnekar and Mr.Ramasamy Chokalingam on behalf of Bergan Offshore Logistics Pte., Ltd., and Norsea Global Offshore Pte., Ltd., are all forged one.”

3.The complainant's company conducted enquiry, found that using forged documents in a clandestine and fraudulent manner, loans were obtained from M/s.Kyko Global Inc.,

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Further, A.K.Sahu, Manager, Accounts of M/s.Sical Logistics Ltd., is the authorised signatory to issue cheques on behalf of the Company along with another, who is authorised to issue cheques upto to the value of Rs.10,00,000/-only. On the contrary, two undated cheques were drawn in favour of M/s.CASA Laxmi Management Services Pvt., Ltd., for Rs.2,53,00,000/- and Rs.3,99,50,000/-. These two cheques of M/s.Sical Logistics Ltd., was misused by A.K.Sahu(A1) for his personal benefit.

4.The documents received from Kyko Global Inc., were found to be forged. The signatures found in the guarantee document, the board resolution, Bill of exchange and promissory notes all found to be forged with the signature's of defacto complainant, A.B.Sundar and V.Radhakrishnan. Further, signatures of Sudhir Shantaram Rangekar and Ramasamy Chokalingam signed on behalf of Bergan Offshore Logistics Pte. Ltd., and M/s.Norsea Global Offshore Private Ltd.,.were also forged. In fact, on the said date, the said Ramasamy Chokkalingam was not in country, he was abroad. The signatures of the other directors and authorised signatories found forged, and loans obtained, further, the amounts were received by one Avnindra Narveshwar Tripathy of West Coast Maritime Pvt. Ltd., Thus, the petitioners, in conspiracy with the others, have fraudulently created documents, received huge sums of money running to several crores. A complaint was lodged to the Commissioner of Police on 13.01.2011, thereafter, no action taken.

5.The second respondent/M/s.Sical Logistics Ltd., approached this Court and filed Crl.O.P.No.6301 of 2011 to register the complaint, by order dated 11.03.2011, the CCB was directed to register FIR and investigate the case. Thereafter, FIR in Crime No.164 of 2011 for offences under Sections 420, 467, 468, 471 r/w 467 & 120(b) IPC registered, after investigation, the Inspector of Police, CCB, closed the case as “Mistake of fact” on 14.08.2012 filed a closure report before the III Metropolitan Magistrate Court, George Town, Chennai and Protest petition in Crl.M.P.No.4577 of 2012 filed on 26.02.2013 was not considered, aggrieved against the same, the second respondent/M/s.Sical Logistics Ltd., filed a Revision before this Court in Crl.R.C.No.508 of 2013 and this Court, by order dated 10.07.2013, finding that the closure report is not proper, set aside the order of the lower Court and directed the concerned Magistrate to send the protest petition, with related documents to CB CID, Guindy, Chennai, a specialised agency, wellversed to investigate cases involving foreign agencies and offence of this nature. Thereafter, the above FIR in Crime No.4 of 2013 came to be registered on 26.10.2013, against which, the present quash petition.

6.The contention of the learned Senior counsel appearing for the second petitioner/A1 is that the second petitioner is General Manager, he joined the complainant's company on 01.01.2003 as Assistant Manager (Accounts) and posted at

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Chennai, thereafter, he was transferred to Offshore Division Mumbai, during February 2003. From February 2003 to June 2004, he was working in M/s.Sical Logistics Ltd. During the month of June 2004, he received an offer as Grade II Officer from Hindustan Aeronautics Ltd., Aero Space Division, Bangalore. He resigned from M/s.Sical Logistics Ltd., on 15.06.2004. Thereafter, the second respondent requested the second petitioner to reconsider the resignation and again, 10 days after, the second petitioner rejoined the service of second respondent. He further submits that the second respondent's two subsidiaries are at Singapore viz., M/s.M/s.Bergen Offshore Logistics Private Ltd., Offshore Logistics Pvt., and M/s.Norsea Global Offshore Private Ltd., The second petitioner was Managing ONGC Supply Vessels from Offshore Division Mumbai. The good work done by the second petitioner was acknowledged by the M/s.Sical Logistics Ltd., When some allegations were made, against the second petitioner involving forging of documents, he immediately offered to resign his job. He gave explanation and thereafter, the second respondent reposing confidence on the second petitioner, requested him to continue. Till date, the second petitioner is continuing his service with the second respondent company. He further submits that M/s. West Coast Maritime Pvt. Ltd., its Director A.K.Tripathi and Chinar Shipping and Trading Company Ltd., executed an indemnity bond which confirmed that no employee of M/s.Sical Logistics Ltd., was involved in any manner in the preparation of documents and has taken loan. Further, A.K.Tripathi agreed and undertook to settle the defrauded amount.

7.The contention of the learned counsel appearing for the first petitioner/A2 is that the first petitioner got wide experience in Shipping, Dredging and Offshore, including a decade of sailing experience with different merchant ships, he has good academic qualification and he is a qualified person. After sailing for nearly 10 years, he joined M/s.Sical Logistics Ltd., on 01.01.2004 as Marine Superintendent. He received an offer from Dredging Corporation of India Ltd., (DCIL) on 08.06.2004. Hence, he resigned from M/s.Sical Logistics Ltd., on 15.06.2004 and worked with DCIL for three years with unblemished records. Thereafter, M/s.Sical Logistics Ltd., gave an offer to the first petitioner and appointed him as GM (Operations), at Mumbai. He resigned from DCIL, and joined M/s.Sical Logistics Ltd., again on 17.07.2007. The M/s.Sical Logistics Ltd., has two subsidiaries in Singapore, the first petitioner was asked to look-after the dredging operations of M/s.Norsea Global Offshore Private Ltd., The first petitioner was reporting to Captain Suresh Kumar, and thereafter to Sudhir Rangnekar (MD), Sanjoy Noronha (Independent Director) and thereafter, to the defacto complainant herein. All the persons, to whom, the first petitioner reported, appreciated his service and dedication. The first petitioner was informed that M/s.Sical Logistics Ltd., lodged a complaint, an FIR registered against

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him and the other accused A.K.Sahu. On hearing the same, he contacted the defacto complainant, gave his explanation. In protest, he resigned from the defacto complainant's company during the first week of September 2011.

8.The petitioners resignation was not immediately accepted, it was kept pending from July, 2011 to 3rd October 2011 with a request to reconsider, thereafter, on persistent requests of the first petitioner, he was relieved. The petitioners and the other accused are being projected as though they have created forged documents and benefited out of the same. The petitioner is not aware of transactions. It is for the top management of the defacto complainant to answer the same. The petitioners further submit that the beneficiary in this case A.K.Tripathi, Managing Director, M/s.West Coast Maritime Private Ltd., is the man power supplier to the second respondent defacto complainant, who said to have borrowed from M/s.Kyko Global Inc., and also admitted his criminal act. Now, for the reasons best known, to wriggle out from the liability to M/s.Kyko Global Inc., a false case has been projected against the petitioners. The case was initially investigated by the CCB police, some of the witnesses examined and from the statements of the witnesses, it was found that the entire transactions took place in Navi Mumbai and the place of occurrence was not in Chennai, but the cause of action was created in Chennai since it would suit the second respondent. Further, on perusing the photostat copy of the documents, no case of forgery could be confirmed. The legal representative of M/s. Kyko Global Inc. categorically informed that the original documents are available with them in Canada and they are not willing to part with the same. It gave option to the defacto complainant and the investigating agency to appear before Canadian Embassy for perusal of the documents, which was not responded. In the meanwhile, they filed a civil suit before the Superior Court of Justice, Ontario and obtained an exparte order on 15.09.2014. Thereafter, Kyko Global Inc., filed an execution application before the High Court of Bombay. The second respondent in defence and further to get over the Canadian Court order of attachment and recovery, it lodged the above complaint and also filed a civil suit in C.S.No.495 of 2012, and several applications. The Kyko Global Inc., filed C.S.No.708 of 2016 seeking to enforce the foreign judgment dated 09.11.2012 rendered by Canadian Court. Since the forgery aspect has to be decided in C.S.No.495 of 2012 and the foreign decree is obtained based on these forged documents, which is subject is matter to be decided in C.S.No.495 of 2012. Hence invoking Section 10 Cr.P.C. stayed all further proceeding of C.S.No.708 of 2016 till the disposal of C.S.No.495 of 2012. He further submits that the allegation against the petitioners and the investigation in this case, pertains to forging of documents, which are subject matter of C.S.No.495 of 2012. Hence, the finding of civil suit in C.S.No.495 of 2012, will have a direct bearing on the investigation. In view of the same, the

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investigation in the abovesaid crime number has to be quashed.

9.The alleged forged documents contain signature of six officials of the defacto complainant, which are disputed. The petitioners alone are picked and prosecuted letting off others, for which no reason was given. The petitioners are similarly placed as of the other persons, who signed the documents.

10.Mr. A.K.Tripathi admitted in his written statement filed before this Court, taking responsibility for the criminal act committed and admitted receiving the money from M/s.Kyko Global Inc., gave an undertaking to repay the same, indemnify the second respondent, further in categorical terms, has reiterated that none of the officials from M/s.Sical Logistics Ltd., were involved. Further, there are communications available between Subramaniam, Manager of the defacto complainant corresponding with A.K.Tripathi and Kiran Kulkarani, Chief of Kyko Global, which reveal that the defacto complaint is hand in glove with the said Tripathi for the amounts borrowed. The defacto complainant to save their skin and to escape from the liability are now targeting the petitioners alone.

11.He further submits that already CCB Police conducted thorough investigation, given clean chit on scrutinizing the records collected, closed the case as Mistake of Fact. Second investigation, verbatim on the same set of facts is not permitted. More so, the civil suit before this Court is pending in C.S.No.495 of 2012, where, the issues under consideration in both the civil suit and the present FIR are one and the same. Further, in support of his contention, he had filed a typed set with the appointment offer, Letter intimating the increase of remuneration, appreciation letters and indemnity bond executed by A.K.Tripathi, email communications between the defacto complainant, Sonal Thomas, Kiran Kulkarani and A.K.Tripathi and others. Further, he produced the written statement filed by the petitioners as well as M/s. Kyko Global Inc, A.K.Tripathi and others in the civil case, which would clearly show that the issue to be decided in civil proceedings since investigation in these case are one and the same. Hence, prayed for quashing of FIR.

12.The learned Public Prosecutor filed his counter and submitted that the case came to be registered on the direction of this Court in Crl.R.C.No.508 of 2013 by order dated 10.07.2013, this Court set aside the closure report submitted by the Inspector of Police, CCB in Crime No.164 of 2011 and the closure order passed by the III Metroplitan Magistrate, George Town in Crl.M.P. No. 4577 of 2012. After the direction of this Court, the Director General of Police - CBCID directed the Inspector of Police to register and investigate the case. Thereafter, crime No.4 of 2013 was registered for offences under Sections 420, 467, 471 & 409 IPC on 26.10.2013 against

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the petitioners and taken up for investigation. During investigation, witness viz., second respondent /Rajappan, Radhakrishnan, A.B.Sundar employees of M/s.Sical Logistics Ltd., were examined, all denied having signed the minutes of the Board meeting, Promissory notes and guarantee document of M/s.Sical Logistics Ltd., executed in favour of M/s. Kyko Global Inc. Further, it was found that though the second petitioner A1 was authorised to sign cheques on behalf of M/s.Sical Logistics Ltd., with a limit of Rs.10,00,000/-only, the second petitioner has signed the cheques running to crores. The signature of Sudhir Shantaram Rangnekar and Mr.Ramasamy Chokalingam in the document are forged. The documents were prepared after they left the Company. The scanned copies of the documents are summoned from M/s.Sonal Thomas of M/s. Thomas Law Firm, Canada, and they are yet to be received. On receipt of the documents, the same can be sent to handwriting experts for getting Expert opinion. During investigation, the truth would be revealed. Further, the second petitioner/ A1 A.K.Sahu is working at Mumbai office as Manager (Finance and Accounts) and continues to work there. The first petitioner/A2, who worked as GM (Operations) resigned. The contention of the petitioners is that they have no contacts with Kyko Global Inc., at Canada are denied. On the direction of this Court, the case is investigated, the original documents are yet to be produced to the investigating Officer. In this case, the actual beneficiary was M/s.West Coast Maritime Private Ltd., which ascertained, during investigation after securing A.K.Tripathi, managing M/s.West Coast Maritime Pvt., Ltd. The funds transfer from M/s. Kyko Global Inc., Canada, to M/s.West Coast Maritime Private Ltd. Confirmed by wire documents. To secure A.K.Tripathi, steps taken by forming special team, who had gone to Mumbai on 11.10.2019, made thorough search, found A.K.Tripathi had left Mumbai and presently in Delhi. Steps taken to trace and locate A.K.Tripathi in Delhi. He further submitted that the officials of M/s.Kyko Global Inc., and M/s.West Cost Maritime Pvt., Ltd., are to be examined. It is only on interrogation of these persons, the role played by them can be found. The contention of the petitioners that the issue is civil in nature is denied. Further, submitted that the copies of the original documents from Sonal Thomas Law Firms of Canada are not made available. The original documents are in Canada to be obtained through CBI (Interpol New Delhi). M/s.Thoma Law Firm confirmed the availability of the original documents and needed for their Court proceedings in Canada, now Court proceedings in Canada completed. Hence, withholding of documents is not proper. Soon effective steps would be taken to secure the documents.

13.In this case, only after apprehending the main beneficiary A.K.Tripathi the role of the other accused including the defacto complainant can be ascertained and known.

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14.The learned Senior counsel appearing for the second respondent submitted that, the second respondent is a registered company incorporated in the year 1955, it has two subsidiaries companies viz., M/s.Bergen Offshore Logistics Private Ltd., and M/s.Norsea Global Offshore Private Ltd., both incorporated in Singapore. M/s.Norsea Global Offshore Private Ltd., is availing service of M/s.West Coast Maritime Pvt., Ltd., and Chinar Shipping and Trading Company for operation and maintenance. On 04.10.2010, a Canadian lawyer called the M/s.Sical Logistics Ltd., asked to ascertain veracity of certain documents and confirmation of the loan needed from a Canadian Financier, M/s.Kyko Global Inc., to M/s.Norsea Global Offshore Private Ltd., and M/s.Bergen Offshore Logistics Private Ltd.,. The said transaction was guaranteed by M/s.Sical Logistics Ltd.,. The second respondent sought for copies of the documents for verification and confirmation. The copies of documents are perused and found that no such documents executed and no loans availed by the second respondent. Canadian Financier coming to know about the fabrication of the documents, suspecting foul play by the employees of the second respondent hand in glove with some third parties, lodged a complaint against petitioners and beneficiaries. On the complaint, the FIR in Crime No.164 of 2011 by CCB Police registered and later closed as mistake of fact, which was agitated before the Lower Court. The Lower Court confirmed the closure report, against which, revision was filed in Crl.R.C.No.508 of 2013. The revision Court, finding that closure of FIR as mistake of fact is not proper, set aside the order of the lower Court and directed the first respondent to register and investigate the case. Thereafter, the case was registered in Crime No.4 of 2012 by CBCID and investigation is in progress, the first respondent police examined the witnesses confronted the signatories to the documents. Witnesses denied their signatures and execution of such documents. The beneficiaries to the transaction viz., A.K.Tripathi filed a written statement in the civil suit admitting the offence, getting benefited by using the forged documents. Further, he executed an indemnity bond to indemnify the second respondent defacto complainant for the fraudulent transaction committed by him. Despite the same, he failed to repay M/s.Kyko Global Inc., Canada. On the other hand, M/s.Kyko Global Inc., Canada initiated civil suit before the Ontario Court, Canada, obtained an exparte order. Despite the second respondent informing that criminal complaint already lodged and civil suit is pending before this Court in C.S.No.495 of 2012, the Canadian Court passed an exparte order. Thereafter, the execution petition was filed for execution of foreign decree before the Bombay High Court. This Court in a corollary proceedings in C.S.No.495 of 2012 observed the pendency of the foreign decree and its execution. Thereafter, the M/s.Kyko Global Inc., filed a civil suit in C.S.No.708 of 2016. The pendency of the civil suit will no way affect the power of the investigation. It is apparent that clear forgery and fraud committed A.K.Tripathi by his

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admission confirms receiving 6.5 crores from M/s. Kyko Global Inc., and by executing indemnity bond alone would not absolve the petitioners of their liability and criminality, the investigation by CBCID is presently scuttled due to the pendency of the above quash petition. M/s.Sical Logistics Ltd., moved the High Court by filing civil suit and got an injunction against the usage of the document referred by the Canadian Lawyer. Eventhough the interim direction was communicated to the Canadian Court, the Canadian Financier and his Counsel proceeded and obtained an exparte decree from Canadian Court. Hence, suit as well as petition for further consequential relief were filed by M/s.Sical Logistics Ltd.,. The Canadian Financier approached the Bombay High Court to execute the exparte decree and later withdrew the same. Thereafter sought permission from the first bench to file an independent suit in Chennai. Permission was granted to file in accordance with law. Further, this Court had stayed the suit filed by the Canadian Financier. He further submits that using the forged documents, liability is being fixed on the second respondent/ defacto complainant. It is to be seen that though the documents are in the name of M/s.Norsea Global Offshore Private Ltd., and M/s.Bergen Offshore Logistics Private Ltd., or M/s.Sical Logistics Ltd.,, no money was received by M/s.Sical Logistics Ltd., or subsidiaries company. The trail of money, its route to be found and the persons responsible for the commission of crime ought to be proceeded with and the money has to be recovered. This Court in Crl.R.C.No.508 of 2013 finding prima facie materials to proceed in the case and involvement of the other accused and also for non furnishing of original document to invoke Section 166 -A Cr.P.C further given positive direction to the respondent CBCID police to proceed with the investigation. Immediately at the initial stage, the petitioner has approached this Court and has not allowed the investigating agency to proceed. Hence, quash petition should not be entertained. It is further submitted that civil proceedings are independent which cannot be an alternative for criminal proceedings. Hence, the crime perpetrated by the accused ought to be investigated and the real offenders to be found and proceedings against them could be initiated as per law. The mere correspondence of Mr.Subramniam with A.K.Tripathi and Kiran Kulkarani cannot be taken as an inference that the defacto complainant is hand in glove with A.K.Tripathi. The second respondent's name as guarantor is projected by using forged documents, causing monetary loss. In view of the same, investigation is absolutely necessary to unearth the truth.

15.Further, in support of his contention, he relied upon the following decisions:

1.AIR 1945 petitioning Creditor 18
(Emperor Vs.KhwajaNazir Ahmad.
For the point that investigation not to be interfered with.

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2.AIR 1974 SC 1146 Jehan Singh Vs.Delhi Administration.
Court cannot embark on enquiry whether evidence is reliable or not.

3.AIR 1980 SC 326 State of Bihar and Ors. Vs.J.A.C.Saldanha and Ors.
Malafide of the informant is of secondary importance if the investigation produces unimpeachable evidence disclosing the offence.

4.AIR 1992 SC 1930 Jayant Vitamins Ltd., Vs.Chaitanyakumar and Ors.
Investigation of offence is a statutory function of police.

5.AIR 1999 SC 3596 Satvinder Kaur Vs.State (Govt.of N.C.T.of Delhi) and Ors.

No proceedings of a police officer shall be challenged on the ground that he has no territorial jurisdiction to investigate.

6.AIR 2001 SC 3846 Kamaladevi Agarwal Vs.State of West Bengal and Ors.

Pendency of civil suit cannot be a basis for quashing criminal cases.

7.(2005) 13 SCC 540 State of Orissa and Ors. Vs.SarojKumar Sahoo.
The Court should not act on annexures to petition under Section 482 Cr.P.C. which cannot be termed as evidence without being tested and proved.

8.(2015) 9 SCC 647 Ganga Dharkalita Vs.The State of Assam and Ors.
Disputed and controverted facts cannot be made the basis for exercise of the jurisdiction under Section 482 Cr.P.C.

9.(2017) 2 SCC 779 The State of Telangana Vs.Habib Abdullah Jeelani and Ors.
Inherent power has to be exercised in a very sparring manner and is not to be used to choke or smother the prosecution.

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10.(2019) 14 SCC 568 V.Ravi Kumar Vs.State and Ors.
Entering into factual arena and decide whether the allegations are correct or whether the same were counter blast to any proceedings not proper.

11.MANU/SC/0597/2020 Rhea Chakraborty Vs.State of Bihar and Ors.
At the stage of investigation, it cannot be said that the concerned police does not have territorial jurisdiction to investigate the case.

16.This Court considered the submissions and perused the materials. It is seen that the defacto complainant M/s.Sical Logistics Ltd., has two subsidiary companies, Bergan Offshore Logistics Pte., Ltd., and Norsea Global Offshore Pte., Ltd., both private limited companies incorporated in Singapore and having operations in India as well. Norsea Global Offshore Pte Ltd., was availing the service of West coast Maritime Pvt. Ltd., and Chinar Shipping and Trading Company Ltd. for the operation and maintenance of its dredging vessel. The Sical Logistics Limited, received a call from a Canadian Lawyer, who sought for verification of the documents executed for a loan, which was extended by a Canadian Financier M/s.Kyko Global Inc., to Norsea Global Offshore Pte Ltd., and Bergan Offshore Logistics Pte., Ltd., On verification, the fabrication of documents were found. Suspecting the foul play by its employees, complaint lodged, thereafter, investigation commenced. The Canadian Financier M/s.Kyko Global Inc., has to part with the original documents viz.,

1.Guarantee documents purported to have been signed by the signatories of M/s.Sical Logistics Ltd., viz., Mr.S.Rajappan, Mr.A.B.Sundar and Mr.V.Radhakrishnan.

2.The Board Resolution dated July 15, 2010 and the extracts of the minutes of the meeting of the Board of Directors of Sical and purported to have been signed by the signatories of Sical viz., Mr.S.Rajappan, Mr.A B Sundar and Mr.V.Radhakrishnan.

3.The two undated cheques purported to have been issued for the loan and have been signed by Mr.A.K.Sahu of Sical.

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4.Bill of Exchange – promissory Note executed by Norsea Global Offshore Pte. Ltd., and Bergen Offshore Logistics Pte Limited, dt.31.Aug 2010 (a subsidiary of Sical Logistics Ltd) have been executed in an unauthorized manner.

5.The promissory Notes executed by Bergen Offshore Logistics pte Ltd and Norsea Global Offshore Pte Ltd., for US Dollar 255470/- and USD 739,659/- purported to have been signed by the signatories viz., Mr.Sudhir Shantaram Rangnekar and Mr.Ramasamy Chokalingam on behalf of Bergan Offshore Logistics Pte., Ltd., and Norsea Global Offshore Pte., Ltd., are all forged one."

which are said to be forged.

17.In view of the same, earlier investigation hit a roadblock, which was clarified by this Court, while transferring the investigation to the respondent police. One thing was certain that it is not in dispute that huge sums of money got transferred from the account of M/s.Kyko Global Inc., to West Coast Maritime Pvt. Ltd., which was handled by M/s.CASA Laxmi Management Services Pvt. M/s.Sical Logistics Ltd.'s letter pad has been used for execution of guarantee documents, bills of exchange-promissory notes, promissory notes, added to it, cheques to the tune of Rs.3,99,50,000/- were drawn in favour of M/s.CASA Laxmi Management Services Pvt., and Rs.2,53,00,000/- which is beyond the cheque drawing powers of the petitioners herein. Further, the other signatories to the negotiable instruments viz., Ramasamy Chokkalingam, Sudhir Shantaram, S.Rajappan, V.Sundar have denied of signing any such documents. The beneficiary A.K.Tripathi admitted the receipt of the huge sums of money and his admission, in the civil suit, confirms the same, which needs no further proof. Now, the said A.K.Tripathi is found absconding. Apprehension of A.K.Tripathy ended in vain. The entire conspiracy involves the other accused, the beneficiaries and other signatories. The pendency of the civil suit would no way affect the investigation in this case. Added to it, in the written statement filed by the petitioners 1 & 2 in C.S.No.495 of 2012, the petitioners herein though had stated about joining Sical Logistics Limited, looking after the affairs of Bergen Offshore Logistics Pte., Ltd., and Norsea Global Offshoe Pte., Ltd., and about the nature of their work, the outstanding contributions made by them, promotions and incentives received. Both are silent with regard to the signing of the negotiable instruments i.e. the cheques issued in this case and have not denied whether they have signed any such document or not. On the contrary, they take shelter on the admission made by A.K.Tripathi director of West Cost Maritime Pvt., Ltd., stating that no one from Sical

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Logistics Limited were involved in the alleged transaction and A.K.Tripathi shall pay the entire amount back. Thus this crucial aspect of forgery, using the forged documents and made M/s.Kyko Global Inc., Canada to part with such huge money both the petitioners identically kept silence. The investigation in this case is only at the initial stage. The offence is committed in a well orchestrated manner involving various persons, at various places, hence a thorough investigation is necessary to unravel the truth and to bring the offenders to the book.

18.In view of the same, this Court is not inclined to entertain this petition. Hence, the criminal original petition is dismissed. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar(CS VII)

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Sub Assistant Registrar

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To

1.The Inspector of Police,
CBCID Metro Wing,
Greater Chennai, Chennai,

2.The Public Prosecutor,
High Court, Madras.

+1 cc to Mr.L.Baskaran, Advocate Sr.NO.7280
+1 cc to Mr.Srinath Sridevan, Advocate Sr.NO. 6777

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