IN THE HIGH COURT OF JUDICATURE AT MADRAS

Judgment Reserved on : 02.02.2023

Judgment Delivered on : 09.06.2023

Coram:

THE HONOURABLE MR.JUSTICE P.VELMURUGAN

Crl.A.Nos.570, 579 and 597 of 2010
and
Crl.M.P.No.10265 of 2021

V.M.S.Haji Mohammed .. Appellant in Crl.A.No.570 of 2010 (A1)

Pattabiraman .. Appellant in Crl.A.No.579 of 2010 (A3)

Thillai Selvan .. Appellant in Crl.A.No.597 of 2020 (A2)

Vs.

State, Rep. by
Inspector of Police,
SPE: CBI: BS & FC, Chennai. .. Respondent in all the Criminal Appeals

Criminal Appeals filed under Section 374 of Cr.P.C., against the judgment dated 13.09.2010 passed in C.C.No.18 of 2002 on the file of XI Additional Special Judge for CBI cases, Chennai.

For appellants : M/s.K.Shankar and G.Sathiaraj in Crl.A.No.570 of 2010
M/s.M.R.Gokulakrishnan & Patrick in Crl.A.No.579 of 2010
Mr.R.John Sathyan, Senior Advocate for Mr.P.Raja
in Crl.A.No.597of 2010

For respondent : Mr.K.Srinivasan, Spl.P.P. for CBI cases

COMMON JUDGMENT

These Criminal Appeals are filed by A1, A2 and A3 against the judgment of conviction and sentence passed in C.C.No.18 of 2002 on the file of XI Additional Special Court, CBI Cases, Chennai.

2. The respondent-Police registered a case against the appellants/A1 to A3 in F.I.R. R..C.No.3(E)/2002 - CBI - BS & FC, Chennai, for the offences alleged under Section 120-B read with Section 409, 420, 467, 468, 471 and 511 IPC and Section 13(2) read with Section 13(i)(d) of the Prevention of Corruption Act, 1988. After investigation, the respondent-Police laid charge-sheet before the trial Court. The trial Court took the case on file in C.C.No.18 of 2012. The learned Additional Special Judge for CBI cases, after completion of all formalities, initially framed 11 charges against the accused persons for the offences under Section 120-B read with Section 409, 420,467, 468, 471 IPC and Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act. After framing charges and after completing all the formalities, during the course of trial, in order to prove the case of the prosecution, they have examined 35 witnesses as P.Ws.1 to 35, marked Exs.P-1 to P-253, besides producing M.Os.1 to 4. After examining the prosecution witnesses, incriminating circumstances were culled out from the

evidence of the prosecution witnesses and the same were put to the appellants/A1 to A3 by questioning under Section 313 Cr.P.C. The appellants denied the same as false and pleaded not guilty. On the side of defence, three witnesses were examined as D.Ws.1 to 3 and 12 documents were marked as Exs.D-1 to D-12. On completion of trial, and hearing the arguments advanced on either side and considering the material objects, the trial Court found the appellants/A1 to A3 guilty of the offences and convicted and sentenced them as under:

Rank of accused	*Conviction under Section*	*Sentence*	*Fine*
A1	Section 120-B read with Section 409, 420, 467, 468 read with Section 471 IPC and Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act, 1988	Three years rigorous imprisonment	Rs,50,000/-, in default six months simple imprisonment
A1	467 IPC (6 counts)	Four years rigorous imprisonment for each count	Rs.50,000/- for each count, in default, to undergo six months simple imprisonment
A1	468 IPC (6 counts)	Four years rigorous imprisonment for each count	Rs.50,000/- for each count, in default, to undergo six months simple imprisonment
A1	471 read with 467 and 468 IPC (6 counts)	Four years rigorous imprisonment for	Rs.50,000/- for each count, in

Rank of accused	*Conviction under Section*	*Sentence*	*Fine*
		each count	default, to undergo six months simple imprisonment
A1	420 IPC (3 counts)	Four years rigorous imprisonment for each count	Rs.50,000/- for each count, in default, to undergo six months simple imprisonment
A2	120-B read with Section 409, 420, 467 and 468 IPC read with Section 471 IPC and Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act, 1988	one year rigorous imprisonment	Rs.10,000/- in default to undergo three months simple imprisonment
A2	420 IPC (2 counts)	one year rigorous imprisonment for each count	Rs.10,000/- for each count, in default, to undergo three months simple imprisonment
A2	467 IPC (3 counts)	one year rigorous imprisonment for each count	Rs.10,000/- for each count, in default, to undergo three months simple imprisonment
A2	468 IPC (3 counts)	one year rigorous imprisonment for each count	Rs.10,000/- for each count, in default, to undergo three months simple imprisonment.
	467 and 468 read with 471 IPC (3 counts)	one year rigorous imprisonment for each count	Rs.10,000/- for each count, in default, to undergo three months

Rank of accused	*Conviction under Section*	*Sentence*	*Fine*
			simple imprisonment
A3	120-B read with 409, 420, 467 and 468 read with Section 471 IPC and Sections 13(2) and and 13(1)(d) of the Prevention of Corruption Act, 1988	Three years rigorous imprisonment	Rs.40,000/-, in default, to undergo simple imprisonment for six months
A3	13(2) and 13(1)(d) of the Prevention of Corruption Act (3 counts)	four years rigorous imprisonment for each count	Rs.40,000/- for each count, in default, to undergo six months simple imprisonment
A3	409 IPC (2 counts)	four years rigorous imprisonment for each count	Rs.40,000/- for each count, in default, to undergo simple imprisonment for six months

The trial Court ordered the sentences imposed on the appellants to run concurrently. Challenging the above conviction and sentence, A1 to A3 have preferred the present respective appeals.

3. Since all these appeals arise out of the common judgment of conviction and sentence passed by the trial Court in C.C.No.18 of 2002, they are heard together and disposed of by this common judgment.

4. The case of the prosecution is as follows:

(a) One N.M.Shahul Hameed died on 19.01.1996. A1 is the brother-in-law of the deceased Shahul Hameed and he opened an account in the name of the deceased Shahul Hameed with photographs of one Abbas. At the request of A1, one K.M.Ponnappan signed in the account opening form and the said K.M.Ponnappan was examined as P.W.9. Subsequently, A1 applied for loan facilities during June 1998 and applied for enhancement of loan facilities on 07.09.2000 and A1 offered forged documents of his wife, relating to the house property in Anna Nagar, Chennai, existing in the name of his wife and agricultural land in the joint name of his brother V.M.S.Sharfuddin and Jafarullah related to the landed property in Girujgambakkam Village. A1 produced the Power of Attorney said to have been executed by the deceased Shahul Hameed on 26.02.2000 without doing actual business and he opened a Letter of Credit (LoC) and discounted the LoC with the aid of A2 and collected the amount and using the C.C. Account, repaid the LoC dues. A2 started a non-existing firm in the name of M/s.Senthil Trading Services using one Vijaya Kumar to open an account in the Federal Bank and got blank cheques from the said Vijaya Kumar and discounted the LoC issued by the Bank and withdrew the amount from M/s.Senthil Trading Services and paid the amounts to A1.

(b) Likewise, A2 opened another non-existing firm account in the name of

M/s.T.M.Trading Agencies using Mr.Rathna Kumar to open an account in Federal Bank, Royapettah Branch. Two false bills for Rs.79.82 lakhs were drawn on M/s.Southern Timber Traders and the amount was withdrawn from the account and handed over to A1.

(c) Likewise, A1 opened an account in the name of M/s.K.M.P.Timber using K.Mohammed Abbas, in Vijaya Bank, Anna Nagar. Two false bills in the name of M/s.K.M.P.Timber by A1 was created on M/s.Southern Timber Traders without commercial transaction and discounted bills were credited to M/s.K.M.P.Timber account and in turn, to the account of A1. Likewise, A1 opened two accounts in the name of M/s.R.S.Timber Traders by using Y.Abbas to open the account in Indian Bank, Clock Tower Branch and another account using R.Rathna Kumar in the Union Bank of India, Egmore Branch. Five false bills in the name of M/s.R.S.Timber Traders were drawn on M/s.Southern Timber Traders and discounted them without any actual commercial transaction. The amount credited floated to M/s.Maharaja Forest Products account at Union Bank of India, Egmore Branch.

(d) A1 opened a LoC on M/s.Triad Trading Services and A3 gave two signed and one unsigned LoC forms to A1, who prepared three forged LoCs and raised three forged bills discounted at South Indian Bank and IndusInd Bank.

When the forged LoCs were sent to the Central Bank of India, Royapettah Branch, A3 dishonestly confirmed the forged LoCs as original LoCs and put the Central Bank of India to the loss of Rs.167.45 lakhs. A3 gave special clearing credit to the account of M/s.Southern Timber Traders and allowed withdrawal against uncleared effects on 15 occasions. The outstanding in the C.C. accouunt was Rs.126.46 lakhs as on 28.02.2022.

(e) A1 as Power of Attorney Holder of M/s.Southern Timber Traders, applied for LoC in the name of Wajilam Exporters, Singapore. A1 failed to repay the LoC amount and it got devolved causing a loss of Rs.19.23 lakhs. By the act of A1 to A3, the Central Bank of India suffered Rs.79.82 lakhs in inland LoC, Rs.19.23 lakhs import LoC and Rs.126.46 lakhs in C.C. account of M/s.Southern Timber Traders and total loss was calculated as Rs.225.51 lakhs.

(f) It is the case of A1 that the said N.S.Shahul Hameed is not a dead or fictitious person and he was a living person and he operated an account in the name of M/s.Southern Timber Traders in Indian Bank, Mannady Branch. The prosecution has filed to call for the account opening form in Mannady Branch of Indian Bank to prove the admitted signature of Shahul Hameed. A1 is the Power of Attorney Holder of Shahul Hameed and entered the transactions of M/s.Southern Timber Traders only after 26.05.2001. M/s.Southern Timber Traders was a very big concern with very good credit liability. The property of

A1's wife and his brothers given as security, were said to be forged, but it is not proved by the prosecution. The signature of A1 does not tally with the signature of Shahul Hameed in the Bank records. The death of the said Shahul Hameed was also not proved in the manner known to law. The alleged forged signatures do not tally with the specimen signatures of A1. As on date, there is no admitted signature of the said Shahul Hameed and therefore, the question of forged signatures and proof of forged signatures had not arisen.

(g) Likewise, in the forged documents of A1's wife and his brother, the questioned signatures do not tally with the signatures of A1. The signatures in the false LoCs are also not proved and they do not tally with the signature of A1. Therefore, according to accused persons, the charge of forgery against A1 was not proved by the prosecution in the manner known to law and consequently, the other charges also were not proved and when once the charge of forgery itself is not proved, automatically, the other charges also will stand not proved.

(h) A2 was only a trader and he had business transaction with M/s.Southern Timber Traders and he had discounted the LoCs drawn by the Central Bank of India, Royapettah Branch. A2 had also discounted the LoCs of the other companies during the relevant period. Since the business of A2 went in loss, the account of A2 was closed. According to A2, he has not committed any alleged offence and no charge against A2 is made out.

(i) The case of the 3rd accused is that M/s.Southern Timber Traders account was opened in Central Bank of India, Royapettah Branch before his tenure as Manager and therefore, the alleged conspiracy from 1998 is false and it will not bind him. He is no way connected with the forged opening of accounts. A3 acted bona-fidely in the banking transactions and he has not committed any offence. The documents collected during investigation were also chosen by the Central Bank of India and selectively chosen documents were filed into Court. The LoCs were only given by the Regional Office and the Loc and CC facilities were given only on securities and they are only civil liability. If the borrower fails to pay the dues or over-dues, it is for the Bank to recover the dues from the customers in the manner known to law and there is no criminal liability that can be fastened against A3, who is only working as Manager and he is not the sole authority to sanction or approve the facilities or enhance the facilities and every paper goes to the Head Officer or Branch Zonal Officer and only after getting the approval, they are allowing the customers to avail those facilities. Therefore, according to A3, the charge against him is not made out.

5. Learned counsel for A1 submitted that Charge Nos.8 to 10 and Charge Nos.23 to 30 and 33 are over-lapping charges. P.Ws.22 and 24 did not support the case of the prosecution and they have turned hostile. The statement

recorded under Section 164 Cr.P.C. before the concerned Magistrate, which is the earliest statement, is not corroborative piece of evidence and therefore, the evidence of P.Ws.22 and 24 should not be considered. The trial Court failed to appreciate the evidence and erroneously considered the evidence of P.Ws.22 and 24, which is against the well settled principles of law that the previous statement of the accused is not the substantive piece of evidence, since the previous statement was not subjected to cross-examination.

6. Further, the non-examination of the brother of A1, i.e. Jafarullah and the wife of A1, i.e. Aisiya Banu, is fatal to the case of the prosecution.

7. Furthermore, the wife of A1, i.e. Aisiya Banu has submitted the title deed in person and signed the Letter of Guarantee, which was spoken to by P.W.28. None of the signatures of A1 tallied with the alleged forged signatures and A1, as Power of Attorney of Shahul Hameed, has submitted the opening of the Account and was also doing business, and therefore,it is not as if that Shahul Hameed himself has opened the Account or he was doing business transaction directly. Further, the prosecution has failed to produce the documents of Southern Timber Traders, which is the proprietary concern of Shahul Hameed, who was holding the account of the Indian Bank, Mannaday Branch and in order

to find out who is the Shahul Hameed of that Account and whether the Shahul Hameed is the present Proprietor of Southern Timber Traders of this case, there was no admitted signature of Shahul Hameed and obtained from the Indian Bank of Mannady Branch, which is also fatal to the case of the prosecution. None of the witnesses have spoken about A1 who had appeared before the Bank, as Shahul Hameed and no charges were also framed as against A1 for impersonation.

8. The evidence of P.W.2 and P.W.28 are clear that one Shahul Hameed opened the Account in the name of M/s.Southern Timber Traders and they are very clear that only A1 had accompanied the Proprietor of Southern Timber Traders, which was not considered by the trial Court and nobody has deposed that the Death Certificates Exs.P-120 and 105 and Ex.P-121 being the copy of the Death Register, are that of Shahul Hameed, the Proprietor of Southern Timber Traders.

9. Learned counsel for A1 further contended that Ex.P-121 was received from the Municipal Birth and Death Department by one Abdul Razaak. Non-examination of the said Abdul Razaak is fatal to the case of the prosecution.

10. The photograph of Mohammed Abbas P.W.18, was not affixed in the account opening form, rather the photograph was stapled, which clearly shows that it had been made for the purpose of this case.

11. Further, the signature found in the opening form, has not been sent for opinion of the handwriting expert.

12. Even though the prosecution failed to prove that the goods mentioned in the LoC documents i.e., copy of L.C.No.98/99/1, L.C.No.99/2000/1, marked as Exs.P-20 and P-21 were transacted and devolved. Ex.P-19 being the LoC issue Register, shows that these two LoCs. pertaining to Exs.P-20 and 21, have been paid and there is no default in payment and only delay in payment.

13. Learned counsel for A1 further contended that the evidence of P.W.28 is that the Test Identification Parade had been conducted by the Investigating Officer in his office for identifying the said Shahul Hameed, but the prosecution has not produced any document to that effect before this Court and that non-production of the document pertaining to the Test Identification Parade, is also fatal to the case of the prosecution.

14. Further, the evidence of P.Ws.22 and 24 is not acceptable, because there was non-payment of Income Tax Return for their business done and it cannot be rendered, as no transaction was done by Southern Timber Traders or it is a bogus transaction.

15. Therefore, the trial Court failed to appreciate the oral and documentary evidence in proper perspective and that A1 was wrongly convicted as if he opened the Bank Account in the name of a dead person Shahul Hameed and ran the business and credited the amount and bills and also the LoCs, and therefore, the judgment of the trial Court and appreciation of the evidence by the trial Court, are perverse and hence, the impugned judgment of conviction and sentence imposed on A1 by the trial Court, are liable to be interfered with.

16. Learned Senior Counsel for A2 submitted that the Uniform Customs and Practice for Documentary Credit, 1993 (UCPD 1993) are governed by Banks internationally for LoCs and all LoCs favouring Senthil Trading (rep. by P.W.24) and T.M.Trading Agencies (rep. by P.W.22) are original and issued by Central Bank of India and available in the Bank's LoC Register (Ex.P-19). LoCs favouring Senthil Trading and T.M.Trading Agencies are governed by UCPD, 1993 and as per UCPD 1993 (Article 3) Guidelines, credit and sales are two separate

transactions. Further, Credit (UPCD, 1993 - Article 3) is an agreement between the Bank and the LoC applicant(A1) and A1 is liable to the Bank and even the beneficiaries P.Ws.22 and 24 are no way involved in this contract and A2 has no role to play in these business transactions. Further, the sales contract i.e. UCPD 1993 - Article 3 sub-section (A) and (B) is out of the purview of the credit contract. Article 3 sub-section (B) of UCPD states that a beneficiary can in no case avail himself of the contractual relationship existing between the Banks or between the applicant and the issuing Bank. Moreover, the sales contract is between A1 and Senthil Trading Services (rep. by P.W.24) and TM Trading Agencies (rep. by P.W.22) and it relates to fixing of price, quantity and quality of the timber supplied. Bank is not involved in the sales contract. Price, quantity and quality were fixed by the parties concerned and A1 has received and accepted the materials in good condition. The Bank has also confirmed the LoC and the documents are in order. Hence, A2 is never involved in the sales contract. It is the transaction between A1 and the Bank.

17. The learned Senior Counsel for A2 further contended that the investigating agency was bent on fixing A2, rather than finding out the truth. The cross-examination of P.W.24 who stated before the Court that his partner

one Mr.Natarajan was examined by the CBI during investigation and recovered Exs.P-23, 24, 65, 70 to 78, 80, 81, 161 and 163, but he was not produced before the Court for the reasons best known to the respondent-Police is concerned.

18. Even P.W.7 stated in his cross examination that there are no adverse remarks against Senthil Trading Services in the credit rating opinion given by the Federal Bank at the relevant point of time.

19. Without any iota of evidence, by baldly making allegation that the money was diverted from the Bank and thus, the Bank had lost money, but the fact is that inland letter of credit are credit limits, which was granted to a successfully running establishment based on records furnished by the applicant and the credit limit ought to be paid back with 90 days and in a financial year, maximum granted could be only four times.

20. The grant of LoC is a fundamental flaw of the understanding of the issue involved in this case by the CBI. The LoC applicant is the only person who is liable and that too, to the issuing Bank. The evidence of P.W.8 clearly shows that for repayment, even the beneficiary is not liable.

21. The statement of P.Ws.22 and 24 recorded under Section 164 Cr.P.C. is not substantive piece evidence and the same should not have been considered, as they have turned hostile and not supported the case of the prosecution.

22. The case of the prosecution is full of material contradictions and flawed from the beginning. The trial Court failed to appreciate both oral and documentary evidence, especially the evidence of P.Ws.22 and 24 who turned hostile and erroneously held A2 liable, which warrants interference by this Court and for these reasons, learned Senior Counsel appearing for A2 prayed for acquittal of A2.

23. Learned counsel for A3 submitted that the charge framed by the trial Court at the first time on 13.08.2003, did not even contain the name of the Bank. The charges were altered on 10.03.2008 and again on 15.09.2009. The number of charges framed on 13.08.2003 were altered and increased from 11 to 38 on 15.09.2009, bifurcating the charges individually against all the accused persons separately.

24. Further, the charges framed by the trial Court are totally erroneous,

biased and prejudiced. The trial Court had not applied mind while framing the charges against A3. The charge sheet did not contain the names of the accused found in the FIR, namely A1 - N.M.Shahul Hameed, Proprietor of M/s.Southern Timber Traders, A3 - V.M.S.Jafarullah, guarantor to M/s.Southern Timber Traders and the other unknown functionaries of the Proprietorship concern and other unknown executives of the Bank at Chennai. The investigating officer had not obtained prior sanction from the trial Court to conduct search in the residential premises of A3. When the CBI had conducted the investigation of the case without obtaining prior sanction and orders and that they acted detrimental to the interest of the case, without the knowledge of the trial Court. Particularly, one Mr.Vikram S. Kulkarai, the investigating officer, without having any authority, erred in his duty deleting the names and addition of names arbitrarily and unilaterally and he had biased and pre-determined mind in deciding based on his own to his own whims and fancies while filing the charge sheet before the trial Court, which is defective and fatal to the case of the prosecution. There are many instances that the investigating officer is totally ignorant with the practice and law of Banking, the procedures for opening an Account in a Bank, sanctioning of loans, conduct of loan accounts in the Bank, procedures in opening the LoC, documentation to be obtained from the prospective borrowers and the communications between the Branch and superior officers and these were evident from the cross examination through his deposition as P.W.35

before the trial Court.

25. Moreover, the investigating agency had deliberately omitted that V.M.S.Jafarullah being the guarantor to the Account of M/s.Southern Timber Traders, is also the Proprietor of M/s.Maharaja Timber Traders, who have availed large credit facilities from another scheduled Bank, i.e. Nedungadi Bank Limited at Mylapore and operating the business transactions from the same premises where M/s.Southern Timber Traders is reportedly doing their business.

26. V.M.S.Jafarullah, who is the Proprietor of M/s.Maharaja Timber Traders, is operating the business and banking transactions from the same premises and he is one of the guarantors for the credit facilities granted to M/s.Southern Timber Traders in the Central Bank of India, Royapettah Branch, Chennai. The said Maharaja Timber Traders was the beneficiary of the LoC opened by Central Bank of India, Royapettah Branch, Chennai. Furthermore, V.M.S.Jafarullah of M/s.Maharaja Timber Traders, was identified as the Proprietor,as deposed by the Manager of the Nedungadi Bank Limited during the investigation. The investigating agency is not an expert in the light of the Banking business and they have not properly conducted a fair investigation and therefore, the charges framed against A3 had not been proved by proper

evidence. Even the prosecution has not shown the Branch Manager and other officials of the Royapettah Branch of the Bank, who prepared the financial reports on the prospective borrower, namely Mr.N.M.Shahul Hameed, who reportedly died on 19.01.1996 and the other proposed guarantors by collecting the declaration of assets and liabilities after meeting them in person and erstwhile Branch Manager P.W.28 forwarded the proposals of the credit limits to M/s.Southern Timber Traders to Regional Officer of Central Bank of India without having a Bank Account at Royapettah Branch on 24.07.1998 itself, without verification of the persons concerned. Further, without verification and authenticity of the Account Holder at the Indian Bank, Mannadi Branch, Chennai, just accepting a fake letter from Indian Bank, opened the Current Account of M/s.Southern Timber Traders on 10.08.1998 with N.M.Shahul Hameed as Proprietor, without following any KYC norms and without any I.D. proof and address proof of the Account holder and no officer attested the signature of the Account holder in the Account opening form and specimen card and issuing cheque books for operating the account.

27. 18 LoCs were obtained by A1 and collateral security offered by A1 was forged. The forged collateral security reportedly offered by A1 was created under equitable mortgage for the LoC limits of Rs.75 lakhs sanctioned to

M/s.Southern Timber Traders and it was done by P.W.28 on 05.02.1999 and not by A3 as alleged by the prosecution.

28. The evidence clearly shows that A1 opened fictitious account in the name of Mr.Shahul Hameed using the photo of Mr.Abbas and no evidence was produced by the prosecution to the effect that A1 opened fictitious account in the name of Mr.Shahul Hameed, but M/s.Southern Timber Traders account with N.M.Shahul Hameed as Proprietor, was opened by P.W.28 with A1 signed as N.M.Shahul Hameed. This had happened only during the period P.W.28 was the Branch Manager on 10.08.1998 and A3 has nothing to do with the above fraudulent action and conspiracy and A3 has no role to play and that A3 has no mens-rea to commit the crime alleged against him.

29. A3 was only working as Manager, but not so at the time of opening the Account in the name of Shahul Hameed by A1 and he came only in the later point of time and the allegedly LoC would go to show the approval of the higher officials and the Zonal / Head Office and only on their approval, it would be proceeded further. Even the fraudulent action in opening the Account and conspiracy with the recommendations of the proposal for large credit facilities with all the financial documents forged, were in July 1998 - done by P.W.28 and

the other officers of the Royapettah Branch, understandably colluded with A1 and P.W.5 Chartered Accountant. A3 joined Royapettah Branch only on 19.09.2000 and Ex.D-12 is the inspection report of AGM, P.W.8 who proved the same. Further, P.W.28 was the Branch Manager of Central Bank of India, Royapettah Branch and P.W.3 was the Deputy Manager, while opening the account with the forged Income Tax Returns and the sales tax assessment were produced by A1 in 1998 and A3 in the Branch for the fraud with conspiracy. Ex.D-12 with Annexures, is the surprise inspection report of P.W.8 George Thomas, being the Assistant General Manager of Central Bank of India, Regional Office, which has clearly proved that A3 joined the Branch only on 19.09.2000 and the account of Southern Timber Traders was opened only in the year 1998 and therefore, there is no conspiracy as alleged against A3.

30. Therefore, the prosecution has failed to prove that A3 entered into conspiracy with the other two accused persons and caused loss to the Bank. Unfortunately, the prosecution has failed to include the other Bank officials as accused persons, who have played vital role during the time of opening the Account in the name of the deceased or in the fictitious name and not for the genuine transaction. Thus, A3 is innocent and the prosecution agency used pick and choose method and impleaded A3 as accused and the prosecution has

deliberately omitted the other officials of the Bank to implead them as accused persons. Therefore, the trial Court failed to appreciate the above evidence of the witnesses and that A3 was working as Manager only subsequent date, i.e. he only joined the Bank on 19.09.2000 and the offence was committed in 1998, i.e. the Southern Timber Traders' account was opened in the year 1998 itself and therefore, the trial Court failed to appreciate the same and erroneously convicted A3 which warrants interference by this Court.

31. Heard both sides and perused the materials available on record.

32. The case of the prosecution against A1 is that A1 opened a Bank Account in the name of the deceased Shahul Hameed with photograph of one Abbas as if he is the said Shahul Hameed. He got introduced himself to Bank through a known person, namely K.M.Ponnappan. Only on the request of A1, he signed in the Account Opening Form, which is Ex.P-26. In order to prove the allegations, on the side of prosecution, P.Ws.9, 10, 16, 17, 18, 20, 28 and 29 were examined.

33. P.W.28 is the Manager, who opened the Bank Account in the name

of Shahul Hameed and he has deposed that A1 approached the Branch to open an Account in the name of Shahul Hameed and informed that the account in the Indian Bank, Mannady Branch was closed and the application along with the account opening letter given by the Indian Bank, Mannady Branch, was forwarded to the Regional Office. He further deposed that A1 informed him that the said Shahul Hameed was his brother-in-law who is the Proprietor of M/s.Southern Timber Traders. Therefore, from the evidence of P.W.28, it is clear that the said Shahul Hameed did not approach the Bank for opening the Bank Account. On the request over phone by A1, one K.M.Ponnappan being the introducer was examined as P.W.9, who deposed that he signed in Ex.P-26 being the account opening form as introducer and at the time of putting signature, the form was blank and he also stated that he does not know as to who is Shahul Hameed. The evidence of P.Ws.28 and 9 proved that the opening of the Account in the Bank through the form was presented by A1 to the Central Bank of India to open the Account in the name of M/s.Southern Timber Traders and Shahul Hameed is the Proprietor of the said Southern Timber Traders. The Manager who opened the Account did not produce necessary form, and the introducer also who saw the Proprietor of M/s.Southern Timber Traders, namely the deceased Shahul Hameed, did not do so. Only at the requeest of A1 over phone, P.W.9 who was the introducer, signed the Account Opening Form in Ex.P-26 as introducer. At that time, the form was not filled in and P.W.28 Manager has opened an Account on the representation of A1. Therefore, it is proved that A1 alone had opened the Bank Account in the name of M/s.Southern Timber Traders in which Shahul Hameed was shown as Proprietor.

34. Further, the evidence of P.W.16 who is the brother of A1, shows that the said Shahul Hameed is the brother-in-law of A1 and he died before two to three years ago. The photograph shown in Ex.P-26 is not that of the said Shahul Hameed and the photograph affixed in Ex.P-26 is one Mr.Abbas, who is the nephew of A1. The said Abbas was examined as P.W.18. He deposed that he is the nephew of A1 and he is not doing Timber business and he is not having any dealing with M/s.Southern Timber Traders or M/s.K.M.P.Timber Traders and he never opened any Account in the Central Bank of India, Royapettah or Vijaya Bank, Anna Nagar and admitted that the photographs annexed in Ex.P-26 is that of him. He further deposed that he handed over five to six Passport photographs of him to his uncle, namely A1 and he did not get back the said photographs and he has no Passport also. Therefore, the evidence of P.W.18 shows that he had handed over his Passport size photographs to A1 for the purpose of Passport and he did not get back the same and neither he got the Passport nor got back the photographs handed over to A1. He also deposed further that the said Shahul Hameed is the brother-in-law of A1 and he had already died and he identified

that the photographs annexed in Ex.P-26 Account Opening Form is that of him. He has never gone into the Bank for opening the Account. Therefore, by making use of the photographs, A1 opened the Bank Account in the form in the name of Shahul Hameed showing as M/s.Southern Timber Traders with the help of P.W.28, the then Manager of the Bank and P.W.9 stood as an introducer.

35. Further, the evidence of P.Ws.16, 17 and 29 clearly shows that the said Shahul Hameed is none other than the brother-in-law of A1 and P.Ws.16, 17 and 29 have clearly deposed that the said Shahul Hameed was the brother-in-law of A1 and he is no more.

36. Further, the evidence of P.Ws.10 and 20 shows that the said Shahul Hameed died even prior to the date of opening of the Bank Account. Ex.P-105 is the Death Certificate of the said Shahul Hameed. P.W.10 deposed that Ex.P-105 is the Death Certificate of the said Shahul Hameed, who is shown as son of M.K.A.N.Mohammed Haniffa and in the said Death Certificate, the Headquaraters Tahsildar has signed and the date of death of the said Shahul Hameed is shown as 19.01.1996. Even P.W.20 has deposed that the Death Certificate issued in respect of Shahul Hameed being the son of M.K.A.N.Mohammed Haniffa is Ex.P-120 and the death is reported from Vinodhagan Memorial Hospital.

Therefore, A1 used the name of Shahul Hameed and opened the Account in Central Bank of India, Chennai and therefore, the evidence of P.Ws.9, 10, 16, 17, 18, 20, 28 and 29 proved that the Account was opened in the name of Shahul Hameed as the Proprietor of M/s.Southern Timber Traders. At that time, the said Shahul Hameed was no more and by using the photograph of P.W.18 Mohammed Abbas, the offence was committed. Therefore, on a conjoint reading of the above evidence of the prosecution witnesses with the documents, it is clear that no one had appeared at the time of opening of the Bank Account in the relevant application form and only at the instance of A1, the Bank Account was opened in the name of M/s.Southern Timber Traders showing Proprietor as Shahul Hameed. Taking advantage of the same, A1 applied for credit facilities during June 1998 and also applied for enhancement of credit facilities on 07.09.2000. A1 offered forged property documents in the name of his wife and brother.

37. Further, A1 produced Power of Attorney, dated 25.06.2001 said to have been executed by the deceased Shahul Hameed, into the Bank without doing actual business and opened LoCs and discounted LoCs with the aid of A2 and collected the amount using cash credit account and repaid LoC dues. A2 had supported for starting a non-existing firm in the name of M/s.Senthil Trading Services by taking the services of one Vijaya Kumar and also opened an Account

in the Federal Bank and got blank cheques from Mr.Vijaya Kumar and discounted the LoCs issued by the Bank and withdrew the amount from M/s.Senthil Trading Services and paid the amount to A1. A2 opened another non-existing Account in the name of M/s.T.M.Trading Agencies with the help of one Mr.Rathna Kumar to open the Account in the Federal Bank, Royapettah Branch and two false bills for Rs.79.82 lakhs were drawn on M/s.Southern Timber Traders and the amount was withdrawn from the Account and handed over to A1. In the same way, A1 opened another Account in the name of M/s.K.M.P.Timber by using the services of one K.Mohammed Abbas and opened an Account in Vijaya Bank, Anna Nagar Branch. Two false bills in the name of M/s.K.M.P.Timber was created by A1 and they were credited into the Account of M/s.Southern Timber Traders without any actual commercial transaction and the discounted bills were credited to M/s.K.M.P.Timber and in turn, they were sent to the Account of A1. In the same way, A1 also opened two Accounts in the name of M/s.R.M.Timber Traders by using the services of one Y.Abbas in Indian Bank, Clock Tower Branch and another Account was opened with the help of R.Rathna Kumar, Union Bank of India, Egmore Branch.

38. Further, five false bills in the name of M/s.R.S.Timber Traders were drawn on M/s.Southern Timber Traders and were discounted without any commercial transaction. The amounts credited were floated to M/s.Maharaja

Forest Products account at the Union Bank of India, Egmore Branch.

39. The forged property documents in respect of the properties, which stand in the name of A1's wife and his brother, were offered as security and produced in the name of the deceased Shahul Hameed. The brother of A1 was examined as P.W.21. In his evidence, he has deposed that after dissolution of the earlier firm, A1 was doing business in the name of M/s.Maharaja Forest Products, M/s.Southern Timber Products and M/s.Maharaja Timber Trading Company.

40. P.W.14 has deposed that he sold the property in Door No.168, Sydenhams Road, Chennai, to A1 and others before 12 years. The evidence of P.W.14 further proved that the said property was sold to A1 and his brother.

41. Therefore, from a reading of the evidence of P.Ws.9, 14, 15, 21 and 28, it is clear that A1 is the owner of the second floor of the said property and he is the alleged Proprietor of N.M.Shahul Hameed, which was not known to the Bank or Sales Tax Authorities. Further, A1 operated the business in the name of M/s.Southern Timber Traders and has also operated the Bank Account and the

Sales Tax Account and has also opened the Current Account in the Central Bank of India on 10.08.1998 with the photograph of Mohammed Abbas P.W.18 and he has also applied for facilities to the Central Bank of India, vide Ex.P-137 and enhancement request is Ex.P-138.

42. Therefore, it is clear that the above said property stands in the name of A1 and he only had run the business in M/s.Southern Timber Traders and A1, as if one Shahul Hameed who was the Proprietor of the said Timber Traders, opened the Bank Account in his name and applied for credit facilities also and also applied for enhancement of credit facilities, and therefore, in that way, he cheated the Bank.

43. Yet another allegation against A1 is that he has forged the property documents of his wife Asiya Banu and his brothers V.M.S.Sharfuddin and V.M.S.Jafarullah. P.W.21 who is the brother of A1, deposed that the first floor of the said property was purchased in the name of V.M.S.Jafarullah and the second floor was purchased in the name of A1.

44. P.W16 (V.M.S.Abuthayar) who is the brother of A1, in his evidence, has deposed that he has three brothers, namely V.M.S.Sharfuddin, V.M.S.Jafarullah and V.M.S.Haji Mohammed (A1) and the property in S.No.57,

Girugambakkam Village, was purchased in his name and in the name of Jafarullah and A1 Haji Mohammed.

45. The evidence of P.W.13 (stamp vendor) shows that the seal in Ex.P-5 sale deed is not of his seal, but his name and address are shown in Ex.P-5.

46. The evidence of P.W.12 shows that he was the owner of the property in S.Nos.137 and 137/2 at Girugambakkam Village and the property was sold by him and subsequently, the same property was sold to A1 and others, in which he was a witness. But in Ex.P-5, the signature found is not of him, but the address is his address.

47. Further, Ex.P-4 is the alleged sale deed in the name of Asiya Banu (wife of A1). The said property was given as third party security by M/s.Southern Timber Traders. P.W.23 Sub-Registrar, Anna Nagar was said to have registered the sale deed and he deposed that the Sub-Registrar Seal found in first page reverse side of Ex.P-4 sale deed is not the Seal of his office and like-wise, the Seal found on all the pages at the reverse side, is not the Office Seal of Sub-Registrar of Anna Nagar and P.W.23 has not signed in Ex.P-4 at the first page

reverse side.

48. Further, the evidence of P.W.2 shows that earlier, collateral securities offered by the third party for initial cash credit and LoC limits of Rs.75 lakhs, were extended to cover the enhanced limits. The property in Anna Nagar offered as security by Asiya Banu is Ex.P-4 (sale deed) and the property pertaining to Girugambakkam Village is Ex.P-5 (sale deed). These properties are offered by A1 as collateral securities and Ex.P-4 is not the genuine/original document. Ex.P-5 is not the original side deed executed in favour of guarantors V.M.S.Mohammed Sharfuddin and V.M.S.Jafarullah.

49. Therefore, from the above oral and documentary evidence, the prosecution has proved that the properties offered as collateral securities, are not genuine documents and therefore, even though A1 has inducted his wife as one of the parties to the connected transactions between these accused persons, non-examination of the wife of A1 will not be fatal to the case of the prosecution.

50. From the evidence of P.Ws.9, 14, 15, 21 and 23 and Exs.P-4 and P-5 sale deeds, it is clear that the documents pertaining to the transaction are not original/genuine documents and therefore, it is crystal clear that A1 produced

false documents under the guise of original documents and cheated the Banks.

51. As far as the opening credit, LoC and discounting of bills, are concerned, the same were done with the connivance of A2, who is actually not doing business transaction and it was done as if they have done the business transaction and used the other persons and at last, he had the benefits.

52. Further, the evidence of P.W.26 clearly shows that while availing the facilities for M/s.Southern Timber Traders, A1 offered the properties as collateral security and P.W.26 has further stated that LoC facilities for M/s.Southern Timber Traders was given only at the request of A1 and particulars for availing the facilities are submitted by A1. When LoCs. were offered by A1, the same was not verified by A3 to ascertain about the correctness or genuineness of the same.

53. From the evidence of P.W.26, it goes to show that A1 has not approached the Bank for the genuineness of the transaction and he availed the facilities in the name of the dead person and opened the account in the name of the dead person and offered the forged documents as collateral security and also availed all the credit facilities and LoC with the fake transaction, as if there

was a real/actual commercial transaction.

54. Therefore, from the oral and documentary evidence, it is clearly proved that the prosecution has proved the charged offences as against A1.

55. As far as A2 is concerned, he had opened the account in the name of M/s.Senthil Trading Services using one Vijaya Kumar and got blank cheques, signed by the said Vijaya Kumar and two false bills in the name of M/s.Senthil Trading Services, drawn on M/s.Southern Timber Traders and the same were discounted by M/s.Senthil Trading Services and the proceeds were credited M/s.Senthil Trading Services. A2 also opened the account in the name of M/s.T.M.Trading Agencies by using the name of one Rathna Kumar as Proprietor and two bills for Rs.79.82 lakhs were drawn on M/s.Southern Timber Traders in favour of M/s.T.M.Trading Agencies. In order to prove the same, the prosecution had examined P.W.22 and P.W.24. In order to ascertain as to whether the account of M/s.Southern Trading Services and M/s.T.M.Trading Agencies are genuine, P.Ws.22 and 24 were examined, but they turned hostile, at the time of trial before 18th Metropolitan Magistrate, Saidapet, Chennai and during the statement recorded under Section 164 Cr.P.C., which were marked as Ex.P-223 (pertaining to Vijaya Kumar) and Ex.P-224 (pertaining to R.Rathina Kumar).

56. The main contention raised by the learned Senior counsel for A2 is that there are no incriminating materials/circumstances against him from the evidence of P.Ws.22 and 24, for which, the learned Special Public Prosecutor appearing for the respondent/CBI contended that though P.Ws.22 and 24 did not support the case of the prosecution during their examination as witnesses, but however, on the earlier occasion, when they appeared before the 18th Metropolitan Magistrate, Chennai, they have admitted their case and therefore, though subsequently they have turned hostile and the earlier statement/admission given by them in the previous statement, cannot be ignored. Therefore, on a reading of the evidence of P.Ws.22 and 24, though at the time of examination, they have turned hostile, however, they admitted that they had appeared before the 18th Metropolitan Magistrate and gave a statement under Section 164 Cr.P.c. and during that time, they have admitted in the transaction that it is not the actual transaction and only A2 assisted A1 in creating the documents. Therefore, though previous statement recorded under Section 164 Cr.P.C. may not be substantive piece of evidence, but the evidence of the hostile witnesses need not be thrown away in its entirety and the portions which have proved the case of the prosecution, can be taken into consideration.

57. As contended by the learned Special Public Prosecutor, even the statement recorded by the concerned Magistrate under Section 164 Cr.P.C., was admitted by the witnesses and even during the cross examination, the witnesses have admitted that they knew A2 and they did not know A1. During the cross examination, the witnesses have also admitted that A2 introduced them to Federal Bank.

58. Further, P.W.24 opened the account in the name of M/s.Southern Trading Services and also in the name of one M/s.Aarthi Enterprises and he did not know as to whether the Income Tax was paid by M/s.Southern Trading Services and M/s.Aarthi Enterprises. P.W.24 stated that he did not remember as to on which date he started the Timber business and how long he continued to do the Timber business. He could not even say with regard to the turn-over of the Timber business. He could not also remember as to whether he gave any blank cheque to A1.

59. Further, P.W.24 also, during the cross-examination, has clearly stated that he denied giving of the blank cheque to A1 and that he also did not remember as to whether he has given it or not. Therefore, P.W.24 has clearly admitted that there is a case pending against him before the Chief Metropolitan

Magistrate, Chennai in C.C.No.2037 of 2006, which was filed against him for giving cheques to M/s.Senthil Trading Services and M/s.Aarthi Enterprises. He further stated that the above said two companies are not registered firms and they were also not registered with the Commercial Tax Department. He also deposed that he did not know the place where the wooden logs were purchased and he did not see the account of his Bank and therefore, from the evidence of P.Ws.22 and 24 who have turned hostile, it is clear that they were not doing the business transaction and in order to help A1 and A2, they have facilitated the transactions. Further, the evidence of P.W.7 being the Branch Manager of the Federal Bank, Royapettah Branch, clearly shows that the account opening form of M/s.Senthil Trading Services in Account No.1401, was operated by P.W.24 Vijaya Kumar and the statement of account of M/s.Senthil Trading Services was marked as Exs.P-69 and the cheques Exs.P-70 and 71 were issued in favour of M/s.Southern Timber Traders.

60. Moreover, in Ex.P-65, i.e. the specimen signature card of M/s.Senthil Trading Services, the name of P.W.24 is shown as Proprietor. In Ex.P-69 - statement of account of M/s.Senthil Trading Services from 23.02.2000 to 27.09.2001, the total transacted account is shown as Rs.10,24,69,092/-. The cheques (Exs.P-70 and P-71) are issued by M/s.Senthil Trading Services to

M/s.Southern Timber Traders for Rs.47,16,000/- and Rs.68,70,000/-. The statement of account Ex.P-69 and Exs.P-70 and 71 being the cheques issued in favour of M/s.Southern Timber Traders, show that the signed cheques given by P.W.24, were utilised by A2 for giving the same to M/s.Southern Timber Traders. P.W.24 is not able to account for the business done by him and they did not show the Bank account particulars in the Income Tax Returns, which clarifies that A2, without doing the business, has utilised P.W.24 to open an account in the name of M/s.Senthil Trading Services by getting blank filled cheques and used the same to issue in favour of M/s.Southern Timber Traders.

61. Even P.W.32 Scientific Officer who has given an opinion and who is hand-writing expert, had compared the hand-writings and signatures of A2 and P.W.24 with regard to the documents (cheques) Exs.P-70 to 73, from which, it was found that the signature of A2 in Ex.P-211 and the signature of P.W.24 clearly shows the admission given by P.W.24 that he has given a blank cheque to A2 and that they have not proved that there was actual business transaction, for which they have issued the cheques.

62. Therefore, it is crystal clear that A2 used the name of P.W.24 in order to help A1. Therefore, the prosecution has proved that the charges against A2

are also proved.

63. As far as A3 is concerned, though the learned counsel for A3 submitted that, on the date of the first opening of the account in the name of M/s.Southern Timber Traders, the name of Shahul Hameed was shown as Proprietor and he was not the Manager at the relevant point of time and he came only in the year 2000, whereas, the fact remains that P.W.28 already stated that at the time of opening of the account, he did not know him and P.W.9 stated that he has not seen him at the time of signing in the form as an introducer and only at the request of A1, the account was opened in the presence of anybody. Even the photograph affixed in the form also shows that it is only the photo of P.W.18, who is the nephew of A1. Subsequently, they have done the enhanced facilities and credit facilities and LoCs and even A3, without verifying the genuineness of the documents and the actual business, facilitated A1 in committing the crime.

64. Further, A1 opened one LoC on M/s.Traid Trading Services and P.W.3 has deposed that the LoC register maintained by Central Bank of India, Royapettah Branch, was marked as Ex.P-19, which shows that Rs.27,50,000/- was issued to M/s.Triad Trading Services Ltd.

65. The further allegation against A3 is that he gave two signed and one unsigned LoC forms to A1, who prepared 3 forged LoCs. and raised three forged bills and they were discounted at South Indian Bank, Chennai and IndusInd Bank, Chennai. When the forged three LoCs were sent to A3's Branch, A3 dishonestly confirmed the forged LoC as genuine LoC of Central Bank of India, Royapettah Branch and thereby caused loss to the Bank for Rs.167.45 lakhs and the forged LoCs, dated 02.01.2022 for Rs.54,33,000/-, dated 16.01.2002 for Rs.56,85,000/- and dated 24.01.2022 for Rs.56,27,862/-. In all these cases, the beneficiary is M/s.Maharaja Timber Traders and M/s.Maharaja Forest Products.

66. Furthermore, P.W.3 has clearly stated that the LoCs marked as Exs.P-13, 14 and 17 are not issued by their Branch and they are forged LoCs. P.W.3 has further stated that Exs.P-15, 16 and 18 are confirmation letters issued in respect of three forged LoCs., namely Exs.P-13, 14 and 17 and the confirmation letters are issued by A3 to guarantee the payment. M.O.1 is the bank seal of Royapettah Branch, Chennai. The LoC, namely Exs.P-13, 14 and 17 do not find place in the LoC issuing Register Ex.P-19. Moreover, A3 has confirmed that the LoCs are genuine and has guaranteed for re-payment. P.W.2 stated that LoC.Nos.10 to 12 got devolved in the month of November 2001, totalling to

Rs.99.65 lakhs and more. The Bank has established Exs.P-13, 14 and 17 being the LoCs in favour of M/s.Maharaja Timber Trades and M/s.Maharaja Forest Products. The signature in Ex.P-13 is the signature of A3 and the other person's signature is not the genuine office staff of the Branch and Ex.P-14 being the signatures, are not the signatures of the officers of the Branch. A3 has confirmed the above as genuine to the South Indian Bank, George Town Branch, vide Ex.P-15. In the same way, A3 confirmed Ex.P-14 LoC as genuine in Ex.P-16 letter.

67. Further, the LoC issued in favour of M/s.Maharaja Timber Traders is Ex.P-17, in which one signature tallies with A3 and the other signature does not tally with the Bank Officials. But, curiously, A3 has confirmed Ex.P-17 LoC as genuine to the IndusInd Bank, Chennai, vide Ex.P-18.

68. Thus, all the above evidence goes to show that Exs.P-13, 14 and 17 LoC have not been issued by Central Bank of India, Royapettah Branch. Those three LoC forms were given to A1 by A3 using his official position. In Exs.P-13 and 17, A1 has signed and the second officer's signature is forged. In all the three LoCs., the signature of A3 is proved that he issued the said LoC as guarantee person and other official signatures were not found and it was not issued by the Central Bank of India, as if it was issued by the LoCs., and the

LoCs were issued as if they were issued by the Central Bank of India, Royapettah Branch and the same were forged by A3 with the connivance of A1.

69. The Bank Manager of South Indian Bank, i.e. P.W.4 deposed that on receipt of the LoCs., to verify the same, the documents were sent through the official person to the Central Bank of India, Royapettah Branch. After getting the confirmation, they have made the transactions. The LoC drawn on M/s.Maharaja Timber Traders, were presented into their Bank and after the confirmation, Exs.P-13 and 15 were discounted and payment was effected.

70. As far as Ex.P-62 is concerned, no payment was received from the Central Bank of India, Royapettah Branch. The evidence of P.W.8 also proved that A3, with the connivance of A1, received the forged LoC and caused loss to the Bank concerned.

71. From the evidence of P.Ws.3, 4 and 6 and particularly the documents, namely Exs.P-13 to P-18, the prosecution has proved its case beyond all reasonable doubt. The evidence of P.Ws.8, 17, 26 and Ex.P-8 clearly shows that A3 issued LoC knowing fully well that the LoCs. are not genuine. The

documentary evidence clearly shows that A3 and the second officer of the Bank signed the LoC. Even in the LoC issued, no entry was found. This clearly shows the intention of A3 with the connivance of A1 and A2 and all of them caused loss to the Bank to the tune of Lakhs of Rupees. Even though A3, at the time of opening of account, originally in the name of Shahul Hameed, was not the Manager, but subsequently, the documents clearly show that only A3 issued the LoC and the cash credits.

72. The trial Court has appreciated the oral and documentary evidence and elaborately discussed all the allegations and the charges levelled against all the three accused persons. Accordingly, the accused persons were found guilty of the charges framed against them.

73. Therefore, from the oral and documentary evidence, it is clear that the prosecution has established its case beyond all reasonable doubt. The trial Court has appreciated the entire evidence in its proper perspective. The trial Court has elaborately discussed each and every aspect of the oral and documentary evidence and found the accused persons guilty of the charges framed against them.

74. This Court, as the first appellate Court, as also the fact finding Court, while re-appreciating the entire evidence, does not find any perversity in appreciation of evidence in-toto by the trial Court. Through the relevant documents, the prosecution has proved its case that it is only these three accused persons who played their vital role in the business/LoC transactions and they are responsible to cause loss to the Bank exchequer.

75. The prosecution has established its case through the exhibits marked, and in particular, the signatures found in the LoC, etc., coupled with the evidence of the hand-writing expert proved that the signatures found in the bank documents tallied with the signatures of the three accused persons herein.

76. Thus, it is clear that all the charges framed against A1 to A3 are proved by the prosecution in its authenticity and hence, the Criminal Appeals are liable to be dismissed.

77. Accordingly, the Criminal Appeals are dismissed. The conviction and sentence imposed on the appellants/A1 to A3 are confirmed. Since all the appellants/A1 to A3 are on bail, the trial Court is directed to secure their custody to undergo the remaining period of sentence, if any.

78. Consequently, Crl.M.P.No.10265 of 2021 is closed.

09.06.2023

Index: Yes/no

Speaking Order: Yes/no

Neutral Citation: Yes/no

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To

1. XI Additional Sessions Judge, CBI Cases, Chennai.
2. The Special Public Prosecutor, CBI Cases, High Court, Madras.
3. The State, represented by Inspector of Police, SPE-CBI/BS & FC, Chennai.
4. The Section Officer, Criminal Section, High Court, Madras.

P.VELMURUGAN, J

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Pre-delivery Judgment

in Crl.A.Nos.570, 579 and 597 of 2010

Judgment delivered on 09.06.2023