IN THE HIGH COURT OF JUDICATURE AT MADRAS

Crl.A.No.613 of 2010: Judgment reserved on 02.02.2023

Crl.A.No.621 of 2010: Judgment reserved on 02.02.2023

Crl.A.No.646 of 2010: Judgment reserved on 08.02.2023

Common Judgment delivered on : 17.07.2023

Coram:

THE HONOURABLE MR.JUSTICE P.VELMURUGAN

Crl.A.Nos.613, 621 and 646 of 2010

V.M.S.Haji Mohammed .. Appellant (A1) in Crl.A.No.613 of 2010

Thillai Selvan .. Appellant (A2) in Crl.A.No.621 of 2010

K.Subramanian .. Appellant (A3) in Crl.A.No.646 of 2010

Vs.

The Inspector of Police,
SPE-CBI-B.S. & F.C.,
Chennai. .. Respondent in all the Criminal Appeals

Criminal Appeals filed under Section 374(2) of Cr.P.C. against the judgment of conviction and sentence, dated 04.10.2010 passed in C.C.No.17 of 2002 on the file of the XI Additional Special Court for CBI Cases, Chennai-1.

For appellant in Crl.A.No.613 of 2010 : Mr.K.Shanker and Mr.G.Sathiaraj

For appellant in Crl.A.No.621 of 2010 : Mr.R.John Sathyan, Senior Counsel for Mr.P.Raja

For appellant in Crl.A.No.646 of 2010 : Mr.R.Sankarasubbu

For respondent in all the appeals : Mr.K.Srinivasan, Spl.P.P. for CBI cases

COMMON JUDGMENT

All these appeals arise out of the common judgment dated 04.10.2010 passed in C.C.No.17 of 2022, on the file of XI Additional Special Court (for CBI cases), Chennai.

2. The appellant in Crl.A.No.613 of 2010 is A-1 (V.M.S.Haji Mohammed), the appellant in Crl.A.No.621 of 2010 is A-2 (Thillai Selvan) and the appellant in Crl.A.No.623 of 2010 is A-3 (K.Subramanian).

3. All these Criminal Appeals are dealt with jointly and heard together and judgment is being rendered by this common Judgment.

4. Subsequent to the registration of the FIR in the case and after

investigation, the respondent-Police laid charge-sheet before the trial Court, which took the case on file in C.C.No.17 of 2022. The trial Court, after completion of all formalities, initially framed 44 charges in C.C.No.17 of 2022 against the present accused persons as follows:

Rank of accused	***Charges***
A1	Sections 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 PC Act
A1	Section 467 IPC (7 counts)
A1	Section 468 IPC (7 counts)
A1	Section 471 read with Section 467 and 468 IPC (7 counts)
A1	Section 420 IPC (5 counts)
A1	Section 511 read with Section 420 IPC
A2	Section 120-B read with Sections 409, 420, 467 read with 471 IPC and Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act
A2	Section 420 IPC (2 counts)
A2	Section 467 IPC (2 counts)
A2	Section 468 IPC (3 counts)
A2	Section 471 read with Sections 467 and 468 IPC (2 counts)
A3	Section 120-B read with Section 409, 420, 468 read with Section 471 IPC and Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act
A3	Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act, 1988 (5 counts)
A3	Section 409 IPC

5. After completion of all formalities and also after framing the above

charges, on the side of prosecution, P.Ws.1 to 37 have been examined and Exs.P-1 to P-299 were marked, but no material object has been exhibited.

6. On completion of examination of prosecution witnesses, incriminating circumstances were culled out from the evidence of prosecution witnesses, which were put to the appellants/A1 to A3 by questioning them under Section 313 Cr.P.C. All the accused persons denied the same as false and pleaded not guilty.

7. On the side of defence, D.Ws.1 to 3 were examined and Exs.D-1 to D-32 were marked.

8. On conclusion of trial and after hearing the arguments advanced on either side, and considering the material facts, the trial Court found the appellants/A1 to A3 guilty of the charges and convicted and sentenced the appellants/A1 to A3 as under:

Rank of accused	***Conviction under Section***	***Sentence / imprisonment***	***Fine***
A1	Sections 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 PC Act	Five years rigorous imprisonment	Rs.50,000/-, in default, to undergo six months' simple imprisonment
		Five years rigorous	Rs.50,000/- for

Rank of accused	***Conviction under Section***	***Sentence / imprisonment***	***Fine***
A1	Section 467 IPC (7 counts)	imprisonment for each count	each, in default, to undergo six months' simple imprisonment
A1	Section 468 IPC (7 counts)	Five years rigorous imprisonment for each count	Rs.50,000/- for each count, in default, to undergo 6 months simple imprisonment for each count
A1	Section 471 read with Section 467 and 468 IPC (7 counts)	five years rigorous imprisonment for each count	Rs.50,000/- for each count, in default, to undergo six months simple imprisonment for each count
A1	Section 420 IPC (5 counts)	five years rigorous imprisonment for each count	Rs.50,000/- for each count in default to undergo six months simple imprisonment for each count
A1	Section 511 read with Section 420 IPC	five years rigorous imprisonment	Rs.50,000/-, in default, to undergo six months simple imprisonment
A2	Section 120-B read with Sections 409, 420, 467 read with 471 IPC and Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption	one year rigorous imprisonment	Rs.10,000/-, in default to undergo three months simple imprisonment

Rank of accused	Conviction under Section	Sentence / imprisonment	Fine
	Act		
A2	Section 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 for each count
A2	Section 467 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	Section 468 IPC (3 counts)	one year rigorous imprisonment	Rs.10,000/- for each count, in default, to undergo simple imprisonment for three months for each count
A2	Section 471 read with Sections 467 and 468 IPC (2 counts)	One year rigorous imprisonment for each	Rs.10,000/- for each count, in default, to undergo simple imprisonment for three months for each count
A3	Section 120-B read with Section 409, 420, 468 read with Section 471 IPC and Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act	Two years rigorous imprisonment	Rs.20,000/-, in default, to undergo three months simple imprisonment
	Section 13(2) read with	Two years rigorous	Rs.20,000/- for

Rank of accused	***Conviction under Section***	***Sentence / imprisonment***	***Fine***
A3	Section 13(1)(d) of the Prevention of Corruption Act, 1988 (5 counts)	imprisonment for each count	each count, in default, to undergo simple imprisonment for three months for each count
A3	Section 409 IPC	Two years rigorous imprisonment	Rs.20,000/-, in default, to undergo simple imprisonment for three months

The trial Court directed to set-off the imprisonment already undergone by the accused persons, under Section 428 Cr.P.C. The trial Court directed that the sentences imposed on the appellants/A1 to A3 shall run concurrently.

9. Aggrieved by the impugned judgment of conviction and sentence rendered by the trial Court, the respective appeals are preferred by the accused persons.

10. The specific case of the prosecution is that A1 to A3 entered into criminal conspiracy to commit criminal breach of trust by cheating the Bank in respect of the funds of the Bank by the forged documents by using them as genuine and by abusing the official position of A3 and availed various credit

facilities. A1 forged the property documents, invoice, delivery challans and Letters of Credits (Loc) and used them as genuine. A2 forged the invoice, delivery challan, etc. A3 abused his financial position by concealing the vital credit information from the sanctioning authority and facilitated opening of bogus letter of credits on various propped up firms by allowing huge withdrawals beyond the sanctioned limits and thereby caused wrongful loss to the tune of Rs.431.60 lakhs.

11. Further, A1 offered forged sales tax assessment order, dated 12.08.1999 and on 28.08.1999, A1 applied for enhancement of credit facilities, for which, he offered forged documents of the witnesses as collateral securities in the name of A1's wife H.Asiya Banu. There are five such forged documents for one and the same house property existing in the name of No.W-27, "W" Block, Anna Nagar, Chennai. A1 also forged documents pertaining to the first floor of the property situated in Door No.168, Sydenhams Road, Periamet, Chennai. Similar forged documents of the same property was offered as security by A1 to various other Banks.

12. Moreover, A3 dishonestly concealed vital information of serious irregularities of 18 documents amounting to Rs.61,21,714/- purchased on earlier

occasions, returned unpaid from clearing, despite the fact that such irregularity was pointed out in the internal Audit Report.

13. Further, A1, while applying another enhancement offered forged documents of the property situated in the Ground Floor at No.168, Sydenhams Road, Periamet, Chennai, existing in the name of V.S.M.Sharfudeen, who is the elder brother of A-1. Furthermore, the property situated at No.57, Girugambakkam Village, Sriperumbudur Taluk, Chenglepet District under Survey Nos.137 and 136/2, ad-measuring 20 cents existing in the joint names of one J.Samsath Beevi and H.Asiya Banu and property situated at No.57, Girugambakkam Village, Sirperumbudur Taluk, Chenglepet District under S.Nos.132/1,137, 136/2 and 132/2, ad-measuring 47-3/4 cents existing in the joint names of V.M.S.Sharfudeen and V.M.S.Jafarullah.

14. Further, A1 also submitted forged sales tax assessment order, dated 29.09.1999 forging the signature of the Commercial Tax Officer of Veppery Circle and forged audited balance sheet and the relevant Form therein, by foring the signature of the Chartered Accountant. Along with these forged documents, A1 had submitted false Income Tax Returns to the Bank for the year 2000-2001 and 2001-2002, showing highly inflated income. A3 abused the official position as public servant by accepting the aforesaid forged documents, such as Income

Tax Returns, Sales Tax Returns, financial statements and the property documents submitted by A1, without proper verification and without taking legal opinion on the property documents as instructed by A3's superior officers and thus, A3 facilitated A1 to obtain pecuniary advantage to A1 and A2, thereby, A3 committed offences punishable under Sections 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act.

15. A1 applied for LoC on behalf of M/s.MFP favouring propped up and non-existing/fictitious firms created by A3 and A2. A3 opened LoCs without verifying the credit-worthiness of the said firms/companies, their existence and their capacity to supply such material and those LoCs were dishonestly and fraudulently used by A1 and A2 to give credit to forged commercial papers like invoices, delivery challans and Bills of Exchange, etc., which were intentionally forged and drawn on M/s.MFP by A1 and A2 in the names of propped up firms like M./s.Senthil Trading Service, Chennai, M/s.KMP Timber and Saw-mill, Chennai, etc. These forged documents covered under the LoCs opened by A3, were discounted in the accounts of the propped-up firms in various Banks at Chennai and the discounted proceeds were routed through conduit accounts, back to the cash credit account of M/s.MFP to open further LoCs., thereby, A1 had illegitimate access to huge Bank fund which was further put to circulation by fraudulent means.

16. It is the further case of the prosecution that A2 has, with dishonest intention, got the propped account in the name and style of M/s.Senthil Trading Services, Chennai with one Vijayakumar, who is known to A2 as Proprietor, introduced and opened that account with the Federal Bank Limited, Royapettah Branch, Chennai by filling the account opening form by A2 and got it signed by Vijayakumar. Further, with dishonest intention to operate the account for illegitimate purposes, without the knowledge of Vijayakumar, A2 deceived and obtained blank cheque of Vijayakumar.

17. Further, A2 signed as introducer of the account and with dishonest intention of receiving bogus sale proceeds and to subsequently transfer the proceeds to the accounts of A1, and A2 obtained blank cheques signed by one Rathina Kumar and drew them on the propped up account whenever it was required to transfer money to A1. Furthermore, two false bills in the name of M/s.Kandan Trading Services, were drawn on M/s.MEP without any genuine commercial transactions and these false and fabricated bills, Bills of Exchange, were jointly prepared by A2 and A1, without the knowledge of the signatory.

18. A1, with the dishonest intention, got another propped-up account in the name and style of M/s.KMP Timber and Saw-mill, with one K.Mohammed

Abbas as Proprietor, introduced and opened at Vijaya Bank, Anna Nagar, Chennai, by impersonating the address and the first name of one genuinely existing firm, namely M/s.KMP Timber Private Limited, whose real proprietor is one K.M.Ponnappan. Further, three Bills in the name of the said impersonated firm, M/s.KMP Timber and Saw-mill, were forged and drawn by A1 and A2 on M/s.MFP without any genuine commercial transaction. These bills were discounted on the credit issued by the Bank and the discounted proceeds were credited to the propped-up current account of M/s.KMP Timber and Saw-Mill, from where they were kite-flown to the other propped up accounts.

19. Further, A1, with the dishonest intention, got two more propped-up accounts opened in the name and style of M/s.RS Timber Traders, by impersonating the name and address of a genuinely existing partnership firm with one G.Siva and Raj Kumar as its partners. The first impersonated account with one Y.Abbbar as Proprietor, was opened in the Indian Bank, Clock Tower Branch, Chennai and another account with one R.Rathina Kumar as Proprietor, was opened at the Union Bank of India. Further, seven false bills in the name of M/s.RS Timber Traders were drawn on M/s.MFP and discounted at various Banks in Chennai without any genuine commercial transactions and these false and fabricated bills, Bills of Exchange and delivery challan were prepared by A1 and the proceeds were credited into these two accounts from where it was

transferred to the accounts of M/s.MFP and other propped-up accounts.

20. It is further alleged by the prosecution that A1 also opened two LoCs on M/s.Southern Timber Traders, Chennai and two Letters of Credits on M/s.Triad Trading Services, Chennai and these four LoCs. were fraudulently utilised to give credit to false and fabricated transactions. Though all 28 number of Inland LoCs were opend, favouring M/s.Senthil Trading Services, M/s.Kandan Trading Services, M/s.RS Timber Traders, M/s.KMP Timber and Saw-Mill, M/s.Southern Timber Traders and M/s.Triad Trading Services, and such LoCs were wilfully mis-utilised to give credit to fabricated commercial documents and one LoC each of M/s.Kandan Trading Services and M/s.Senthil Trading Services, for Rs.126.17 lakhs, which were devolved on the Bank on due dates, as they were not paid by M/s.MEP, and thus, this had caused wrongful loss to the bank and corresponding wrongful gain to A3.

21. The prosecution further alleged that during September 2000 to May 2001, A1 fabricated and forged 17 LoCs. of the Union Bank of India, Egmore Branch, Chennai and the LoC confirmation letters by forging the signature of the Branch Manager. All these 17 LoCs were forged and issued in favour of M/s.RS Timber Traders, Chennai and M/s.Vee Emm Ess Timber Trader, Chennai, the former propped up and the latter A1's own firm. Further, in the name of these

two firms, A1 forged invoices, bills, delivery challan, Bills of Exchange and got them discounted on the credit of fabricated LoCs, with a private financial intermediary M/s.Viswapriya Financial Services and Security Limited, Chennai.

22. Furthermore, A3 authorised payments in the form of Banker's Cheque, favouring Global Trust Bank, where the financial intermediary-M/s.Viswapriya Financial Services and Security Limited had lodged all the forged documents for collection from the Union Bank of India. A3 authorised the Pay Orders by putting initial on the cheques drawn by A1 on the CC Account of M/s.MFP, and thus, by putting initial, A3 not only authorised the Pay Orders for LoCs not opened by A3, but also allowed excess drawls, beyond his financial power and directed connived with A1 to siphon-off the Bank's money by bogus, illegal and fraudulent means. There were seven excess drawls authorised by A3 for making payment to the commitment towards the fabricated LoCs, which were not opened by A3. The total amount paid for the fabricated LoCs, is Rs.626.28 lakhs. Though the CC account was drawn indiscriminately for fraudulent transactions, since A1 indulged in circulation of money, the final loss in the CC Account was Rs.100 lakhs.

23. It is the further case of the prosecution that A1 forged LoC.No.096/2001-02, dated 28.09.2001 for Rs.33,63,900/- in favour of

M/s.Maharaja Timber Traders, purported to have been issued by the Union Bank of India, Egmore Branch, from the account of M/s.MEP by forging the signature of the Branch Manager. Moreover, A1 forged invoices, delivery challans and Bill of Exchange and LoC confirmation letter and encashed the forged LoC at the Lakshmi Vilas Bank, Triplicane Branch, Chennai. When the LoC documents pertaining to the above LoC were found out by the Union Bank of India, Egmore Branch, Chennai, to be forged, A1 made good the amount of the LoC to the Lakshmi Vilas Bank and thereby A1 attempted to cheat the Union Bank of India, Egmore Branch, Chennai, to the tune of Rs.33,63,900/-.

24. A3, by corrupt and illegal means and by abusing his official position as public servant, obtained for himself pecuniary advantage to the tune of Rs.50,000/- from A1 by way of timber for construction of A3's house.

25. Further, between August 2001 and November 2001, A1 applied for five import LoCs, totalling Rs.273.09 lakhs. On the due date, A1 failed to pay for these LoCs and thus, all these five LoCs devolved on the Bank, causing wrongful loss to the Bank and a corresponding wrongful gain to A1 on account of import LoCs.

26. Furthermore, A3, while functioning as public servant, in the capacity

of Deputy Manager and Senior Manager/Branch Manager of the Union Bank of India, Egmore Branch, committed criminal breach of trust in respect of the Bank's funds entrusted to A3 or over which A3 had dominion in his capacity as public servant, by accepting false/forged documents, such as Income Tax Returns, Sales Tax Returns and financial statement without proper verification submitted by A1 on behalf of M/s.MFP and permitted A1 to withdraw huge Bank funds in the form of cash credit and LoC facilities.

27. In the criminal conspiracy hatched and perpetrated by A1 to A3, the Union Bank of India, Egmore Branch, suffered wrongful loss to the tune of Rs.126.7 lakhs in inland LoCs.. Rs.273.09 lakhs under import LoCs., and Rs.100 lakhs under CC account of M/s.Maharaja Forest Products, totalling Rs.499.26 lakhs. After adjusting the LoC margin, the final loss is Rs.431.60 lakhs. The loss is irrecoverable, as A1 had completely alienated the stock of timber which was under hypothecation to the Bank and the property documents as collateral security are forged and hence, unenforceable.

28. Learned counsel appearing for A1 submitted that the trial Court failed to consider the evidence of P.Ws.15 and 28 being the Proprietors of R.S.Timber Traders, Senthil Traders, V.M.S.Trades and Ply Woods, Kandan Trading Services, T.N.Trading Agencies and Aarthi Enterprises, who have not supported the case

of the prosecution. The Court below ought to have rejected the statement recorded under Section 164 Cr.P.C. of P.Ws.15 and 28, since they have not supported the case of the prosecution. Hence, the evidence of P.Ws.15 and 28 is not substantive piece of evidence.

29. The learned counsel for A1 further submitted that non-examination of Jafarullah, Sam Seth Beevi and Aaisiya Banu is fatal to the case of the prosecution. Further, non-production of LoC transaction register will defeat the case of the prosecution.

30. The learned counsel for A1 also contended that Exs.P-21, 23, 50, 56, 86, 170 and 171 had not been considered by the trial Court in proper perspective. The trial Court did not consider the fact that Exs.P-97 to 99 came into existence only after filing of the FIR, and the same may be eschewed. The evidence of P.W.6 had not been considered by the trial Court, as he deposed that there is no account books to show how much amount was paid and outstanding in the account of M/s.Maharaja Forest Products.

31. The learned counsel for A1 further contended that the admitted signature of Abudhayar was not obtained to find out the genuineness of his

signature. Further, non-examination of Chabibiria and Ravichandran who obtained LoC guarantee letter and with whom the documents of title deeds were deposited, is fatal to the case of the prosecution. Had they been examined, it would have established that the collateral documents were submitted by the persons concerned, namely Aisiya Banu, Sam Seth Beevi and Jafarullah to the Bank concerned.

32. The learned counsel for A1 further submitted that the amount due to the Bank was not repaid because of the filing of FIR and thus, the business of A1 came to a stand-still. The devolvement of import LoC is due to commercial transaction failure. Since there was no cross-examination of P.W.4, the entire evidence of P.W.4 needs to be eschewed. The collateral securities are given by P.W.13 and P.W.14 who are responsible for the title deeds produced by them. Regarding the properties offered as collateral security, Asiya Banu, Samsath Beevi and Jafarullah were not examined. Further, there is no charge for the collateral security given by Abuthahir.

33. The learned counsel for A1 further contended that in the connected case in C.C.No.18 of 2022, the prosecution stated that A2 Thillai Selvan opened the account in the name of Rathna Kumar, but in the present case, it is stated that the said Rathna Kumar has opened the account. Further, the property

documents of Asiya Banu and Samsath Beevi are said to be forged, and Asiya Banu and Samsath Beevi are not cited as witnesses and not examined.

34. Learned counsel for A1 further submitted that the equitable mortgage register dated 29.03.2001 was acknowledged by A3 and P.W.2, but P.W.2 is not cited as an accused. The Union Bank of India is situated in the same building of Pegaus Tours and Travels, but P.W.13 says he does not know where is the Union Bank of India. All the LoCs are in running number and there are no fake LoCs. The statement of account of R.S.Timber Traders, i.e. Ex.P-67, does not reflect that the amount went to the account of A1. The proprietor of Maharaja Timber Traders V.M.S.Jafarullah was not examined, which is fatal to the case of the prosecution.

35. Learned counsel for A1 further submitted that the signatures in the collateral security document, did not tally with the signature of A1. Further, the guarantors have not been examined. Regarding Exs.P-172 to 181, the concerned Officers were not examined. The prosecution has not proved that A1 is the beneficiary in all the transactions. In Ex.D-20 letter, A1 had requested the Bank to accept his simple mortgage, which shows that there is no intention to cheat the Bank. For the above reasons, the learned counsel for A1 prayed to acquit A1.

36. Learned Senior Counsel for A2 submitted that the trial Court failed to appreciate the evidence of P.Ws.15, 28 and 7 in proper perspective. A2 has no role to play in the business transactions. A2 has nothing to do with the alleged forgery of documents in opening the account. So many persons have discounted the LoC of Maharaja Forest Products, but they are not arrayed as accused. There is no evidence to show that A2 rendered services to P.W.15, P.W.28 or A1. The handwriting of A2 is available in some documents, which is a very weak piece of evidence and there is no corroboration for the same. One of the partners of P.W.15 Nagaraj has written many Bank documents, but he was not examined by the Investigating Officer. The statement recorded under Section 164 Cr.P.C is not a substantive piece of evidence, particularly in respect of P.W.15 and P.W.28. It can be used only for corroboration or contradiction. The owner of K.M.P.Timber Traders has not been examined before Court. No credence could be shown to the statement of P.W.28 in cross-examination by the learned Public Prosecutor. Though the CBI collected 95 cheques, but it has sent only 26 documents to the Forensic Department for examination. Though P.W.15 and P.W.28 were not doing business, basing upon the evidence given by them in the chief examination, but P.W.15 and P.W.28 have spoken about the previous business done by them at the time of opening the Bank Account.

37. The learned Senior Counsel appearing for A2 further contended that

there is no basis for any wrong doing by A2, when there are no material evidence to fasten common element on him along with the other accused persons, which would inspire confidence to even suggest conspiracy or criminal liability. The trial Court had not appreciated the positive evidence in the cross-examination of P.W.28 by the defence to show that the investigating agency was bent on fixing A2, rather than finding out the truth. This is evident from the cross-examination of P.W.28 who states before the Court that his partner one Mr.Natarajan was examined by the CBI during investigation and recovered Exs.69 to 73, 127 and 128, but he was not produced before Court for reasons best known to the CBI Officers concerned.

38. The trial Court should have appreciated P.W.7 who stated in cross-examination that there is no adverse remark against Senthil Trading Services in the credit rating opinion given by the Federal Bank at the relevant point of time and in fact, the rating given was satisfactory, which would disprove the charges and allegation that the Senthil Trading Services was a fly by night kite flying operation created only for the purpose of scam transaction by A2. Moreover, the claim by the prosecution that business turn over has been inflated by the grant of LoC, is a fundamental flaw of the issue involved by the CBI.

39. The learned Senior Counsel appearing for A2 further submitted that

the trial Court failed to appreciate the fact that LoC applicant is the only person who is liable and that too, to the issuing Bank. P.W.6 goes on to say that for re-payment, even the beneficiary is not liable. The trial Court ought to have rejected the case of the prosecution, since it is based only on the evidence of P.W.15 and P.W.28, who had contradicted their own statement before Court. Thus, for the reasons stated above, the learned Senior Counsel appearing for A2 prayed for his acquittal.

40. The learned counsel appearing for A3 contended that A3 alone cannot be singled out for accepting the title deeds for creation of mortgage and such title deeds were reported to be fake or forged. The trial Court ought to have seen that there was no complaint from the mortgagors that fake or forged title deeds of their property, were deposited with the Bank even after Bank initiated recovery proceedings, but the prosecution, instead of arraying such mortgagors as accused, had only cited one of them as a witness. The Court below should have seen that A3 had followed all the procedures like obtaining legal opinion and vetting of documents by legal advisors and all of them had unilaterally given positive report that the title deeds were genuine and thereby, A3 alone cannot be made responsible to find out the genuineness of the title deeds.

41. The learned counsel for A3 further contended that the trial Court ought to have seen that even after the Bank found that the title deeds are not genuine, had engaged the services of leading law firm to make physical inspection in the Registered Office and to give report on the genuineness of the document. The law firm had given report dated 17.04.2005 in Ex.D-4, confirming and reiterating that the title deeds accepted by the Bank are genuine. The trial Court ought not have rejected out-rightly the evidence of P.Ws.2, 3 and 25, who had spoken about the subsisting inland LoC limit and also the Branch writing to higher authorities about their opening of inland LoC which is marked as Ex.D-15.

42. The learned counsel for A3 also contended that the trial Court ought to have seen that there was no laid down procedure for verifying the veracity or genuineness of the Sales Tax Returns and Income Tax Returns and other financial details, which were duly certified by the Chartered Accountants and in the absence of such procedure, A3 had received the documents and forwarded the same to the Regional Office for scrutiny and sanction, and this was spoken to by the defence witness and also by P.Ws.2, 3 and 25.

43. The learned counsel for A3 further submitted that the trial Court virtually went wrong insofar as the dishonour of 18 cheques for Rs.61,21,714/- and the trial Court came to the conclusion that there was suppression of

information with regard to the dishonoured cheques. The Court below relied on Ex.P-16 dated 01.08.2001 and the reasoning of the trial Court is that as the information of the dishonoured cheques was not given by A3 to the sanctioning officer, they had sanctioned enhanced limit, vide Ex.P-14. But curiously, Ex.P-14 is dated 02.03.2001, which is much earlier than Ex.P-16 and Ex.P-14 acknowledged the fact of reporting about the returned cheques by the branch office.

44. The learned counsel for A3 further submitted that opening of inland LoC was not against the order of higher authorities, as A1 was enjoying the inland LoC and the Branch also recommended for enhancement of inland LoC. For distorting branch recommendation by the Regional Manager to General Manager, the Regional Manager was issued with a charge sheet and was also awarded punishment of Censure which is Ex.D-22. Further, the trial Court ought not to have out-rightly rejected the confirmation of the successor of A3, i.e. P.W.26 about the continuation of inland LoC limit even after tenure of A3 in the Branch in Exs.P-98 and 99. The trial Court should not have concluded that the Branch Manager, i.e. A3 had not sought clarification of the sanction letter Ex.P-18, when the clarification, vide letter dated 25.08.2001 was already sought which is confirmed by Ex.D-22.

45. The learned counsel for A3 further submitted that the trial Court ought to have appreciated that sooner A3 was relieved from the Branch, the entire amount advanced as inland LoC was recovered by him without any loss to the Bank. The trial Court ought to have appreciated that issuance of Pay Order in the name of the Bank at the request of the Account Holder is a normal banking practice and such Pay Orders are issued from the account of the Account Holder, viz., Savings Bank Account, Current Account or Cash Credit Account or Loan Account, but the Court below wrongly concluded that by issuing the Pay Order in the name of Global Trust Bank, A3 facilitated fake LoC opened by A1, routed through the banking system. Issuance of Pay Order in the name of the Bank is a normal practice, which was deposed by PWs.2, 3 and 25.

46. The trial Court ought to have seen that there was no charge against A3 that he had the knowledge about fake/forged LoC opened by A1 and the prosecution has not provided any material to show that A3 had the knowledge about fake LoCs and in the absence of the same, the trial Court ought not to have fastened the criminal liability on A3 for issuing the Pay Orders in the name of the Bank and such payments were allegedly misused by A3. Further, the trial Court should have seen that A3 had not done anything for issuing the Pay Orders in the name of the Bank, as his initials were obtained in the cheques of A1 for passing the cheques in excess over the sanction limits and such Pay

Orders were issued by two authorised signatories of the Bank. The trial Court ought not to have concluded that the end-use of the amounts disbursed from CC account, was not verified, when the entire amount of disbursements was fully secured by stock and book debts.

47. The learned counsel for A3 further contended that the trial Court ought to have appreciated that the practice of commercial banks, allowing of excess over the sanctioned limit, is a normal practice and such excess allowed are periodically reported to the higher authorities and A3 had only exercised his discretionary authority and allowed excess over the limit which was reported to the higher authorities and that there was no suppression whatsoever by A3. Ex.D-27 is series of such reports sent from the Branch by A3 to the higher authorities. Such details of excess over the limits were also received by the higher authorities which were found in the process note of the higher authorities which recommending/sanctioning the limits. The trial Court should have appreciated that at the time of transfer of A3 from the Branch, the excess over limit in CC Account was completely recovered without any loss to the Bank as evidenced by Ex.P-25.

48. The learned counsel for A3 further contended that the Court below ought to have seen that the inland LoCs were recommended even by his

successor, who is P.W.26 and his recommendations to higher authorities were marked as Exs.D-2 and 16. In the absence of any evidence whatsoever to connect A3 for issuing and circulating the fake and forged LoC by A1, either directly or indirectly to show that A3 was culpable either in suggesting falsity or suppressing the genuineness, the Court below should not have found A3 guilty of the offence of conspiracy and breach of trust. The substantial documentary evidence and oral evidence of P.Ws.2, 3, 25 and 26 would only go to indicate that the normal banking practice was adopted by A3 in the normal course of business and there is no criminality involved.

49. The learned counsel for A3 further contended that the Court below ought to have appreciated the diary of A3, i.e. Ex.P-237, which would only reveal the amount spent by A3 and not the amount received by A3. Further, the trial Court should have appreciated that at the time of the departure of A3 from the Branch, the account of A1 was fully secured by the prime security, viz., stock in trade of logs of wood, receivables and bank deposits and the account was remaining standard category. For the inaction of the Bank in not enforcing the security, when the account turned irregular, A3 cannot be made liable, more so, criminally liable. The trial Court should not have come to the conclusion that, as the sanctioning authority's, i.e. P.W.1's granting of sanction itself is a ground to prove the mens-rea of A3, when, more so, P.W.1 was not knowing the facts

about obtaining of the documents, creation of mortgage and sanctioning of facilities to A1, which has come out in cross-examination.

50. The learned counsel for A3 further submitted that the trial Court ought to have appreciated that all the transactions of the account was always carried out by two officers, all the developments were made known to the higher authorities and no concealment, dishonest suppression of any fact has happened and no mala-fide intention could be pointed out against A3. The Court below should have taken into account Ex.D-11 certificate of the Bank certifying that there was no mala-fide intention and there was no commission or omission on the part of any of the staff of the Branch concerned, which has led the account a Non-Performing Account (NPA) and irrecoverable.

51. The learned counsel for A3 further contended that there was no devolvement of LoCs during the tenure of A3. No signatures on the Pay Order application forms were recovered by the prosecution and seven Pay Orders were not signed by A3. If at all A3 had acknowledged of forged LoCs marketed, he would not have issued the Pay Orders in favour of the Banks. The initial and signature of A3 were not find in Ex.P-21 to Ex.P-44. A1 has forged the LoCs and A3 has initialled in the cheques only to allow excesses and in the regular course of banking business, allowing excess is a common practice. In this context, the

Banking Rule is that, "look behind the account and go forward". Thus, there is no criminal liability against A3 and A3 was in the tenure only for 11 months. In the F.1 statement as on 28.02.1999, excess was Rs.4.85 lakhs, which shows coupled with the evidence of P.W.25 that there was excesses in the account allowed even before A3 joined the Branch concerned and the excesses allowed by A3 were recovered. Further, P.W.25 stated that on 17.11.2001, when A3 left the Bank, there was no excess in the account. It was within the sanctioned limit of Rs.100 lakhs. There is no mens-rea on the part of A3, who was doing only regular banking business.

52. The learned counsel for A3 further submitted that in the personal diary of A3, i.e. Ex.P-237, the particulars of construction work and related matters were shown and it is common for the borrowers and customers of the Bank to meet the Manager and hand-over the money to the account which is done by the Manager. Further, all the five property documents were not received by A3 alone and all the owners of the properties are not cited as witnesses and there was no complaint by the owners. Two panel lawyers have given opinion of documents, for which, the second opinion was given by A3. Moreover, the documents were seized much after A3 left the office. Thus, for the reasons stated supra, learned counsel for A3 prayed for acquittal of A3.

53. Per contra, the learned Special Public Prosecutor appearing for CBI cases contended that A1 offered property documents and additional property documents by himself to the Bank concerned, which are all forged, thereby, the blam cannot be shifted to the guarantors by A1. When documents are produced by A1 himself, the non-examination of wife of A1 and brother, is not fatal to the prosecution. The LoCs. opened are only debts for purchase of materials and it is not a credit. In the account opening form of Arthi Enterprises, business is shown as garments and fabric textiles in the account opening form of Kandan Trading Services, the business is shown as interior and exterior items. Vijaya Kumar's Income Tax Returns show no timber business. The mentioning of second sales is false. All the documents were taken by CBI is also false. The CBI has not taken any documents except the documents shown in search list. P.W.13 has stated that he has handed over the original sale deed to A1. A3 has willingly allowed excesses to help A1. Thus, the learned Spl.P.P. prayed for dismissal of the present appeals.

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

55. It is the specific case of the prosecution that A1 and A3 have entered

into criminal conspiracy and caused loss to the Bank to the tune of large amount of money. A1 is the beneficiary who availed loan with the connivance of A1, and therefore, the forged documents have been filed and availed excessive benefits and also conspired. Income Tax Returns, Sales Tax and Commercial Tax Returns filed by A1 and A2 do not reflect actual business transactions and the same are forged documents. According to the respective learned Senior Counsel/learned counsel for the appellants/A1 to A3, the accused persons have not done so. A3 is the Bank Manager and without application of mind, and without giving care to the interest of the bank and they have done such acts of criminal conspiracy only for their beneficial advantage, thereby, A1, A2 and A3 have conspired together and had done the business transactions.

56. It is seen that A3 is a public servant. The conduct of A3 falls under Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act.

57. Though the trial Court being first fact finding Court, convicted the accused persons based on evidence, this Court has to give independent consideration of the entire evidence on record and has to re-appreciate the entire evidence, be it oral or documentary.

58. P.W.1 is the sanctioning authority, who accorded sanction to

prosecute A1, who is a public servant. P.W.2 is the Bank Manager, who had spoken about the crime committed by the accused persons.

59. It is not in dispute that during the relevant point of time, A3 who is the Bank Manager, the evidence of the prosecution witnesses, P.W.26 had spoken about the forged documents that the turn-over had been boosted based on various business transactions.

60. While applying the cash enhancement facilities, they submitted the forged Income Tax Returns and Commercial Tax Returns, invoices, etc., which show that those business transactions are not the actual ones done, but fake.

61. Further, the following documents prove the conspiracy between the accused persons:

(i) Ex.P-65 - Caution Advice No.CAD CEN 215, dated 10.12.2001.

(ii) Ex.P.18 - Letter regarding General Manager's Office approved limits.

(iii) Ex.P-69 - Invoice dated 07.02.2001.

(iv) Ex.P-70 - Inland LC No.225/2001, Rs.42,68,739/-.

(v) Ex.P-71(s) - LC documents,invoices,bill of exchange covering letter etc.

(vi) Ex.P-18 - Letter regarding General Manager's Office approved limits.

62. P.W.2 has spoken about the alleged date of transaction made by A1 and during the relevant period of time, A3 was the Branch Manager.

63. The deposition of P.W.2 working at Union Bank of India, Egmore Branch, during the relevant period, has stated about the procedures of the current account and Savings Bank account and has exhibited the account opening form of M/s.Maharaja Forest Products as Ex.P-2and has stated that A1 is the Proprietor. Further, A1 applied for enhancing the inland LoC/import LoC from Rs.150 lakhs to Rs.450 lakhs and CC limit from Rs.20 lakhs to Rs.50 lakhs, cheque purchase limit from Rs.5 lakhs to Rs.10 lakhs, vide Ex.P-11.

64. P.W.11 is the Assistant Manager of Vijaya Bank, Anna Nagar Branch and he has stated that K.M.P.Timbers and Saw Mill was having an account in Vijaya Bank, Anna Nagar Branch and Maharaja Forest Products was having account in the branch. The said Maharaja Forest Products availed CC and LC facilities and offered collateral securities. The sale deed document No.3966/83, dated 25.11.1983 registered at SRO, Anna Nagar, pertaining to the property Tamil Nadu Housing Board Plot No.4390, was deposited in the Bank and the same is Ex.P-142. The sale deed No.1265/91, dated 14.03.1991 for the property

in Plot No.4390 of Arignar Anna Nagar is Ex.P-143, which was executed in favour of Asiya Banu, who is the wife of V.M.S.Haji Mohammed. The statement of account of K.M.P.Traders and Saw Mill from 18.08.1998 to 12.11.2002 is Ex.P-144.

65. P.W.18 has stated that originally property in Door No.168, Sydenhams Road, belonged to him and he sold the property to A1. V.M.S.Sharfudeen and V.M.S.Jafarulah and he, executed three sale deeds pertaining to ground floor, first floor and second floor. The signatures found in Ex.P-24 are not his signatures, but his name and address is given in the document. The signatures found in Ex.P-57 is not his signature, but his name and address are shown in the document. His specimen signature and writings are Ex.P-216.

66. P.W.26 is the Chief Manager of Union Bank of India, Egmore stated in his evidence that Mahraja Forest Products was having LoC facility to the tune of Rs.5 crores, CC facility to the tune of Rs.1 crore and cheque purchase facility to Rs.20 lakhs. A3 was the Manager before P.W.26 and he is acquainted with the signature and handwritings of A1 and A3. Ex.P-25 is the statement of account at Page No.121 on 01.11.2001 debit balance is Rs.1,03,38,287.50. On verification of the previous operations, he found certain irregularities in the account. He noticed frequent return of cheques both in CP account and CC account. The

limit was Rs.1 crore, but amount drawn was upto Rs.2.5 crores. Against the permitted sanction of import LoC, inland LoC were opened over Rs.5 crores and Rs.5 crores limit was given only for import LoC, but utilised for inland LoCs and it was over drawn.

67. The deposition of P.W.28 shows that he was running Senthil Trading Services, for paper business and thereafter, he changed to building material business. He was also running Arthi Enterprises in Arcot Road, for ready-made dress business. Again, he changed to building material business. A2 knows P.W.28. While doing Senthil Trading Services, he was having account in Federal Bank, Royapettah Branch and he deposed that he did not remember the Bank account details of Arthi Enterprises. A2 introduced P.W.28 to open the account at Federal Bank, Royapettah Branch. Ultimately, P.W.28 turned hostile.

68. P.W.29 is the Assistant Commissioner of Income Tax who has stated that the Income Tax Returns pertaining to A1 for the year 2000-2001 received on 05.03.2001 is Ex.P-179. The copy of Income Tax Returns pertaining to 2001-2002 dated 10.01.2002 is Ex.P-180. The certified copy of Form 3 CB is Ex.P-181, signed by the Chartered Accountant and attested by P.W.29. Exs.P-179 and 180 are signed by A1. As per Ex.P-179, the gross income for the assessment for

the year 2000-2001 was Rs.1,80,402/-. As per Ex.P-180, the gross income for the year 2001-2002 was Rs.3,21,830/-. Form 3 CB is to be submitted by the assessee, if the total turn-over exceeds Rs.40 lakhs.

69. P.W.30 Commercial Tax Office deposed that Maharaja Forest Products is a registered dealer with their office and A1 is the Proprietor. The Commercial tax assessment order for the year 1997-1998 of Maharaja Forest Products of Maharaja Forest Products is Ex.P-182. The commercial tax assessment order for the year 1997-1998 of Maharaja Forest Products is Ex.P-183. The assessment orders were passed by N.K.Ramakodi. The assessment order dated 30.03.2000 passed by Iyyasamy is Ex.P-184. The assessment order for the year 1998-1999 and the demand advice dated 10.03.2000 is Ex.P-185. The demand for penalty is dated 10.03.2000 (Ex.P-186). The assessment order copy is dated 28.04.2000, which is Ex.P-187. The demand notice is dated 28.04.2000 is Ex.P-188 and Ex.P-180 to Ex.P-188 are taken from the records available in the office.

70. P.W.31 is the Manager of Nedungadi Bank and he deposed that Maharaja Timber Traders was having several facilities in the Bank operated by V.M.S.Jafarullah as Proprietor. Maharaja Timber Traders was having import LoC, inland LoC, cash credit and cheque discount facility to the extent of Rs.4.3 crores. For availing the securities, Maharaja Timber Traders has furnished

securities by depositing the title deeds. The documents were handed over to CBI and Ex.P-189 is the sale deed dated 24.02.1993 in favour of V.M.S.Mohammed Sharfudeen and Ex.P-190 is the sale deed dated 03.01.1989 in favour of Kannan. The sale deed dated 17.02.1980 in favour of V.M.S.Mohammed Sharfudeen and V.M.S.Jafarullah is Ex.P-191. Ex.P-192 is the sale deed dated 09.12.1992 in favour of V.M.S.Abuthayar. Ex.P-193 is the sale deed dated 13.12.1988 in favour of Madavi Kumar. Ex.P-194 is the sale deed dated 07.12.1992 in favour of V.M.S.Abuthayar and Ex.P-195 is the sale deed dated 25.11.1983 executed by Tamil Nadu Housing in favour of P.J.Ramasamy. Ex.P-196 is the sale deed dated 14.03.1991 in favour of Asiya Banu. Ex.P-189 to Ex.P-196 were submitted by Maharaja Timber Traders as collateral security.

71. P.W.32 is the Judicial Magistrate, i.e. XVII Metropolitan Magistrate, Saidapet, has recorded the statement of R.Vijaya Kumar and R.Rathna Kumar under Section 164 Cr.P.C. The statement recorded from R.Vijayakumar is Ex.P-206 and the statement of R.Rathnakumar is Ex.P-207.

72. P.W.33 is the Deputy Works Manager of Security Press of India, Nasik, and he has deposed that he received the questioned documents and marked them as QD1 to QD20 and they are Ex.P-222 to Ex.P-232, Ex.P-145 and Ex.P-

233. His opinion is QD1 Ex.P-222 and also stated that the paper and printing are forged. QD2 Ex.P-223 paper and printing are forged. QD7 Ex.P-228 paper and printing are forged. QD7 Ex.P-229 paper and printing are forged. QD14. Ex.P-31 paper and adhesive stamps are forged.

73. P.W.34 is the Manager of Vijaya Bank and he has deposed on the instruction of Regional Officer and on 03.04.2022, he went to the CBI Office, Besant Nagar along with Markasagayam, Inspector Mr.Mukilan and he went to the residence of A3 at Maurya Apartments, 87, 1st Floor Anna Nagar West and conducted a search and 13 items of documents were seized and search list is Ex.P-236, in which he signed as a witness along with Markasagayam. The seized diary is Ex.P-237. After the search of residence, the team members along with A3, went to the Office of Union Bank of India, Broadway, Chennai and office table A3 was searched and search list is Ex.P-238.

74. P.W.35 being the handwriting expert, deposed that the specimen writings of A2 is Ex.P-250 and he is a person responsible for writing the questioned exhibits, namely, Exs.P-138, 139, 133, 120, 117, 107, 106, 74, 73, 70, 69, 71. Exs.P-69 and 70 are the handwriting found in the invoices and proforma invoices of Senthil Trading Services. Ex.P-71 is the handwriting in delivery challans of Senthil Trading Services. Ex.P-73 is the handwriting in delivery

challan of Senthil Trading Services. Ex.P-74 is the writings in proforma invoices of Senthil Trading Services. All these exhibits go to show that A2 has written the invoices, delivery challans, proforma invoices of Senthil Trading Services. When A2 has no connection with A1, the proprietor of Maharaja Forest Products, there is no necessity for A2 to write the invoices, proforma invoices and delivery challans of Senthil Trading Services. The evidence of P.W.35 along with admission given by P.W.28 in cross examination, shows that the Senthil Trading Services account was propped up by A2 using P.W.28. The bills of Senthil Trading Services, delivery challans etc., are prepared by A2 to facilitate A1 in opening LoCs in the name of Senthil Trading Services for discounting. The Income Tax Account does not reveal that Senthil Trading Services was dealing with timber and any income or loss is caused in the timber business. This shows A2 has propped up account of Senthil Trading Services in the name of Vijaya Kumar and has fabricated bills in the name of Senthil Trading Services and discounted the same using the LoC of Maharaja Forest Products in turn paid the amount to Maharaja Forest Products. Further, A2 facilitated A1 to open LoC in the name of Senthil Trading Services and helped A1 by discounting the bill and proceed circulated to the account of Maharaja Forest Products. The account statement of Senthil Trading Services Ex.P-105 proves the same. The handwriting expert P.W.35 further stated that the specimen signatures of A2 in Ex.P-250 tallied with the handwritings in Ex.P-106 and Ex.P-107. All the evidence shows that A2 has opened the account in the name of Kandan Trading Services using R.Rathna Kumar as Proprietor and has obtained the signed cheques of P.W.15 and has utilised the cheques Exs.P-106 and 107 with his handwritings. The evidence of P.W.15 coupled with the evidence of P.W.35 shows that A2 opened the account using P.W.15 as Proprietor in the Federal Bank, Royapettah Branch using the name of Kandan Trading Services and has filled up the cheques drawn by Kandan Trading Services to A1 Company Maharaja Forest Products.

75. From the oral and documentary evidence let in, in this case, it is clearly proved that A1 had transaction with the forged documents and A2, in order to cheat the Bank with A1, they were not actually running the business and though there is no express conspiracy, from the evidence on record, it is clearly proved that A1 and A2 have conspired together with the connivance of A3 and caused loss to the Bank.

76. Further, the statement recorded under Section 161 Cr.P.C. shows that the accused persons have committed the crime and their version corroborates with the evidence in this case.

77. Further, in the case on hand, the prosecution has proved through oral

and documentary evidence that A1 availed loan and financial transaction by seeking help from the Bank, for which, the learned Special Public Prosecutor submitted that the documents that are used for the purpose of the alleged transactions made by the accused persons herein, are fake and forged.

78. Moreover, from the documents and evidence on record, the prosecution has clearly proved that A1 to A3 have entered criminal conspiracy and cheated the Bank. Though learned counsel for A3 submitted that A3 has not committed the offences alleged either under the IPC or under the Prevention of Corruption Act, the evidence that are available on either side, is conspicuously clear that A3 had also committed the offences alleged.

79. From the evidence adduced on the side of prosecution, there is no iota of doubt and the prosecution has proved the conspiracy of the present accused persons and the evidence is crystal clear that they have committed the offences alleged by the prosecution.

80. Moreover, from the evidence of the prosecution witnesses, it is proved that the accused persons have indulged themselves in the criminal conspiracy. Even during the raid conducted by the officials, they have seized the materials and documents and in order to prove the same, the driver was examined, from

whose evidence, it is clear that the accused persons have conspired together and had committed the alleged offences.

81. It is also proved that A1 supplied money in order to get wrongful gain from the bank and the prosecution has proved that A3 is a public servant, who had also committed the offences alleged.

82. There is no perversity in the appreciation of evidence by the trial Court. While re-appreciating the same, this Court does not find any irregularity or illegality in the same. The trial Court has considered the available evidence, be it oral or documentary and rendered the findings in proper perspective, warranting no interference by this Court. This Court had independently considered the entire documents including the oral evidence and comes to the irresistible conclusion that the prosecution has proved its case "beyond reasonable doubt" and the trial Court's findings are in proper perspective, which does not warrant any interference by this Court.

83. This Court, being the Appellate Court, as a final Court of fact finding, can re-appreciate the entire evidence and hence, while re-appreciating, this Court does not find any reason to interfere with the impugned judgment of 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 exchequer of the Bank.

84. Further, though there is no quarrel over the proposition of law laid down by various decisions of the Hon'ble Supreme Court and this Court, as relied on by the learned counsel for the parties, the same are distinguishable on facts and hence, they are not applicable to the present case on hand.

85. 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.

86. 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.

87. The trial Court has appreciated the oral and documentary evidence in proper perspective and has elaborately discussed all the allegations and the

charges levelled against all the three accused persons. Accordingly, all the accused persons were found guilty of the charges framed against them.

88. The present appeals being devoid of merits, are dismissed, confirming the conviction and sentence imposed on the present accused persons (A1 to A3), and the prosecution has proved that the accused persons have committed the charged offences 'beyond reasonable doubt'. 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.

17.07.2023

Index: Yes/no
Speaking Order: Yes/no
Neutral Citation: Yes/no
cs

To

1. XI Additional Special Judge for CBI Cases, Chennai-1.
2. The Inspector of Police,
   SPE-CBI-B.S. & F.C., Chennai.
3. The Special Public Prosecutor for CBI cases,
   High Court, Madras.

P.VELMURUGAN, J

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Pre-delivery Judgment in

Crl.A.Nos.613, 621 and 646 of 2010

Judgment delivered on
17.07.2023