IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 12.06.2023	Pronounced on: 03.07.2023

Coram:

THE HONOURABLE Dr. JUSTICE G.JAYACHANDRAN

Criminal Appeal No.15 of 2013

[Crl.A.No.15 of 2013 against C.C.No.53 of 2004]

R.Chandrasekaran, ... Appellant/Accused

/versus/

State rep. by Inspector of Police,
CBI, ACB, Chennai. ... Respondent/Complainant

Prayer: Criminal Appeal has been filed under Section 374 of Cr.P.C., pleased to set aside the order of conviction passed by the Learned XI Additional Special Judge (CBI Cases relating to Banks and Financial Institutions), Chennai, passed in C.C.No.53 of 2004, dated 21.12.2012 and acquit the appellant.

For Appellant :Mr.R.Baskar

For Respondent :Mr.K.Srinivasan, Senior Counsel
Special Public Prosecutor (C.B.I).

JUDGMENT

The appellant herein is the accused in C.C.No.53 of 2004 on the file of the XI Additional Special Judge (CBI Cases Relating to Banks and Financial Institutions), Chennai,

2. Based on the reliable information received at the office of the Superintendent of Police, CBI ACB, Chennai a case was registered against the appellant for the offences of criminal conspiracy with unknown persons to cheat Indian Bank and its depositors and in pursuant to the conspiracy committed various illegal acts such as forgery, using forged documents as genuine and criminal misconduct of a public servant.

3. After completion of investigation, it was found that FDR's in respect of 9 deposits were forged and from those deposits, loans sanctioned fraudulently using forged documents as genuine to defraud the Bank as well as the depositors. For each of the deposits separate final report filed and taken on file by the Spl. Court for CBI cases at Chennai. The Learned Judge took cognizance and assigned C.C No's: 52 to 60 of 2004.

4. The Criminal Appeal No:15/2013 which is under consideration arises from the judgement passed in C.C.No.53/2004. Based on the final report, charges were framed. The substance of the charges is that, Mr. Chandrasekaran the appellant/accused, while working as Branch Manager of Thiruporur branch of Indian Bank during the period from 13.12.1999 to 29.06.2002, with a dishonest intention to cheat the bank as well as the depositors by name P.Sridharan and Smt.Shanthi Sridharan, had induced them to invest their money of Rs.3,60,000/- as Fixed Deposit in the bank in which the accused was working as Branch Manager. The receipt for the said Fixed Deposit is No.221984. The Appellant/accused forged a false FDR bearing No.173802 and gave it to the depositors then, as if, the depositors sought for loan against the FDR bearing No.221984 sanctioned loan. From the loan amount, the appellant/accused had issued demand draft for Rs.3,60,000/- in favour of M/s.Keerthivasan Investment Private Limited.

5. The accused, a Public servant working as the branch manager, in breach of trust, had fraudulently and dishonestly gave a fake FDR to the depositor and used the original FDR to raise loan, by producing forged application and pledge letter for advances against the FD in the name of Shridaran and his wife

Shanthi Sridharan. The loan sanctioned by the accused and the loan amount of Rs.3,60,000/- given as demand draft favouring M/s.Keerthivasan Investment Private Limited for the shares purchased in the name of the accused wife. Thereby, committed offences punishable for cheating, forgery, forgery for the purpose of cheating using forged documents as genuine and misconduct to make pecuniary advantage.

6. The trial Court framed the below charges:-

Charge No.1: u/s.420 IPC

Charge No.2: u/s.409 IPC (3 counts)

Charge No.3: u/s.468 IPC

Charge No.4: u/s.468 r/w. 471 IPC

Charge No.5: u/s.467 IPC

Charge No.6: u/s.467 r/w. 471 IPC

Charge No.7: u/s.13(2) r/w.13(1)(d) of P.C.Act, 1988

7. In this case, the depositors are Thiru.Shridaran and his wife Shanthi Shridaran. The amount alleged to have been misappropriated is Rs.3,60,000/-.

8. To prove the charges, the prosecution examined 7 witnesses (P.W.1 to P.W.7), marked 18 Exhibits (Ex.P.1 to Ex.P.18). Tmt.P.Geetha, Branch Manager, Indian Bank, Thiruporur Branch was examined as C.W.1.

9. In C.C.No.53/2004, which is the subject matter of the Crl.A.No.15 of 2013, under consideration, the sentence imposed on the accused by the trial Court is as below:-

Accused	*Offences*	*Conviction and Sentence imposed by the Trial Court*
A1	420 of I.P.C	To undergo R.I for three years and to pay fine of Rs.2,000/-, in default to undergo S.I for one year .
	409 of I.P.C (3 counts)	To undergo R.I for three years for each count and to pay fine of Rs.2,000/- for each count, in default to undergo S.I for one year.
	468 of I.P.C	To undergo R.I for three years and to pay fine of Rs.2,000/-, in default to undergo S.I for one year.
	468 r/w 471 of I.P.C	To undergo R.I for three years and to pay fine of Rs.2,000/-, in default to undergo S.I for one year.
	467 of I.P.C	To undergo R.I for three years and to pay fine of Rs.2,000/-, in default to undergo S.I for one year.
	467 r/w 471 of I.P.C	To undergo R.I for three years and to pay fine of Rs.2,000/-, in default to undergo S.I for one year.
	13(2) r/w 13(1)(d) of P.C. Act, 1988	To undergo R.I for three years and to pay fine of Rs.2,000/-, in default to undergo S.I for one year.

The sentences of imprisonment ordered to run concurrently and the period of imprisonment already undergone as under-trial prisoner was ordered to be set off. The default sentence ordered to run consecutively.

10. Adopting similar *modus operandi*, the appellant had cheated nine depositors therefore 9 final reports were filed and taken on file by the trial Court as C.C.Nos:52 to 60 of 2004. All the nine cases were tried simultaneously and in all the nine cases, the trial court held the accused guilty. Since, the facts are similar and the trial conducted simultaneously, the Learned Counsels for the respective parties had made submissions which are common for all the appeals. In specific cases, the grounds exclusive for that cases were highlighted by them for the appreciation of the Court.

11. Submission by the Appellant Counsel:-

The Learned Counsel appearing for the appellant, as a preliminary argument stated that the appeals ought to be allowed and the trial Court judgements to be set aside since there is grave error in the order granting sanction to prosecute and error in framing charges.

12. According to the Learned counsel for the appellant, the appellant, being a Branch Manager, the charge that he acted dishonestly and cheated the bank and depositor thereby committed an offence punishable under Section 420 IPC and also he misappropriated the property of the Bank entrusted to him, thereby committed breach of trust an offence under section 409 IPC cannot arise simultaneously. Offence under Sections 420 and 409 of IPC cannot co-exist. Referring the definition of 'cheating' found in Section 415 IPC and the definition of 'criminal breach of trust' found in Section 405 IPC, the learned counsel for the appellant, strenuously argued that to attract Section 420 IPC, the necessary ingredients are dishonest inducement to deliver any property and such dishonest intention must be from the inception. Whereas, to attract offence under Section 409 IPC, it is the 'entrustment' of the property to the servant or banker as the case may be. To attract section 409 IPC, the dominion over property by entrustment to a banker and that property must be misappropriated dishonestly converting it as his own. Since there is a generic difference between these two offences, a person cannot be prosecuted for both the offences for the same set of facts. Hence, there is grave error in the charges framed and tried.

13. Secondly, the prosecution failed to prove that the loan against the deposits were not sanctioned on request application made by the depositors. The genuineness of the deposit receipts or the signatures in the loan applications not been subjected to the test by an field expert. Likewise writings in Ex.P.7 and

Ex.P.8 not sent for expert opinion. The trial Court erroneously relied upon the oral evidence of P.W.2 to hold that the accused had committed cheating, breach of trust, forgery and had fraudulently use of forged document as genuine to cheat the bank.

14. The trial Court failed to note that, except the self serving evidence of P.W.2 who is the signatory to most of the loan documents, no other witness examined to prove the charges against the accused. Particularly the depositors Thiru.Shridaran and Tmt.Shanthi Shridaran not examined. Without corroboration, P.W.2 evidence that the depositors never visited the Bank for availing loan on deposit been believed by the trial Court.

15. Submission by the Special Public Prosecutor:-

Per contra, the Learned Special Public Prosecutor submitted that the charges against the accused is proved beyond any pale of doubt. The accused had signed in the account opening form dated 27.03.2001 in the name of Shridaran and Shanthi Shridaran for Rs.4,00,000/- short term deposit for 15 days. Later, it was renewed for 120 months deposit. The FD receipt number is shown as 221936 with

Folio No.STD 6/860. The accused retained this with him to raise loan on this deposit by creating false and fabricated documents. To satisfy the depositor Thiru.Shridharan and Tmt.Shanthi Shridharan, he had misused the FD receipt No.173802 (Ex.P.11) which he received from West Mambalam Branch and handed it over to the depositor. Then, using the original FDR Ex.P.5 had availed loan on deposit by producing forged application cum pledge letter Ex.P.6. He applied for Demand Draft in favour of M/s.Keerthivasan Investment Private Limited got demand draft as Rs.3,60,000/- and paid to P.W.3, Jayashankar, Proprietor of M/s.Keerthivasan Investment Private Limited. The evidence of P.W.2, P.W.3 and P.W.4 prove that the accused with intention to cheat had issued a false FDR to the depositor. Forged depositors signature and raised loan without their knowledge and consent. He had misappropriated the money by purchasing the demand draft for Rs.3,60,000/-, to pay the price for shares purchased by his wife from P.W.3.

16. The examination of the depositor or field expert is not at all required in this case since Ex.P.13 letter proved the fact that Ex.P.11 FDR was given to the accused by P.W.4 and the accused had signed in the letter acknowledging the receipt of the FDR Book containing receipt Nos.173801 to 173900.

17. P.W.6 Thiru.Roy Alexander, Additional Superintendent of Police, C.B.I, A.C.B, had deposed that he collected three documents from Shridaran and recorded his statement and his wife statement. He gave all the documents to Thiru.E.P.Suresh Kumar, (P.W.7), Inspector of Police, C.B.I, for further investigation. The unassailable evidence placed by the prosecution prove beyond doubt the guilty of the offence, hence the trial Court judgment need to be confirmed.

18. Heard the Learned Counsel for the appellant and the Learned Special Public Prosecutor for the respondent/C.B.I. Records perused.

Point for consideration:-

Whether the testimony of P.W.2 to P.W.4 and Exhibits spoken by them are adequate to hold the charges proved beyond doubt?

19. One of the main contention of the Learned Counsel appearing for the appellant is that, the offence under Sections 420 I.P.C and 409 I.P.C are mutually exclusive and therefore, both the charges cannot go together. For easy reference, the definition of these two offences given in Sections 415 of I.P.C and 405 of I.P.C are extracted as below:-

Section 415 of I.P.C., Cheating:-

Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to "cheat".

Section *405 of I.P.C., Criminal breach of trust:-*

Whoever, being in any manner entrusted with property, or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".

(Explanations omitted)

20. As far as facts involved in this appeal, the accused had played dual role. As a Public Servant being the Second Manager, Ramapuram Branch of Indian Bank and having dominion over the FD receipt bearing No:745078. As a co-depositor of Rs.5,00,000/- in West Mambalam Branch of Indian Bank.

21. This Court has no different view about the preposition of law that Section 420 I.P.C and 409 I.P.C are generically different. In almost identical case, the Hon'ble Supreme Court in ***N.Raghavender -vs- State of Andhra Pradesh, C.B.I*** reported in ***2021 SCC Online SC 1232,*** has clearly explained when Section 420 of I.P.C and Section 409 I.P.C can co-exist. The relevant portion of the judgment is extracted below:-

> ***"Ingredients necessary to prove a charge under Section 409 IPC:***
>
> ***41.*** *Section 409 IPC pertains to criminal breach of trust by a public servant or a banker, in respect of the property entrusted to him. The onus is on the prosecution to prove that the accused, a public servant or a banker was entrusted with the property which he is duly bound to account for and that he has committed criminal breach of trust.* ***(See : Sadupati Nageswara Rao v. State of Andhra***

Pradesh).

42. *The entrustment of public property and dishonest misappropriation or use thereof in the manner illustrated under Section 405 are a sine qua non for making an offence punishable under Section 409 IPC. The expression 'criminal breach of trust' is defined under Section 405 IPC which provides, inter alia, that whoever being in any manner entrusted with property or with any dominion over a property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property contrary to law, or in violation of any law prescribing the mode in which such trust is to be discharged, or contravenes any legal contract, express or implied, etc. shall be held to have committed criminal breach of trust. Hence, to attract Section 405 IPC, the following ingredients must be satisfied:*

(i) Entrusting any person with property or with any dominion over property;

(ii) That person has dishonestly mis-appropriated or converted that property to his own use;

(iii) Or that person dishonestly using or disposing of that property or wilfully suffering any other person so to do in violation of any direction of law or a legal contract.

__43.__ It ought to be noted that the crucial word used in Section 405 IPC is 'dishonestly' and therefore, it pre-supposes the existence of mens rea. In other words, mere retention of property entrusted to a person without any misappropriation cannot fall within the ambit of criminal breach of trust. Unless there is some actual use by the accused in violation of law or contract, coupled with dishonest intention, there is no criminal breach of trust. The second significant expression is 'mis-appropriates' which means improperly setting apart for ones use and to the exclusion of the owner.

__44.__ No sooner are the two fundamental ingredients of 'criminal breach of trust' within the meaning of Section 405 IPC proved, and if such criminal breach is caused by a public servant or a banker, merchant or agent, the said offence of criminal breach of trust is punishable under Section 409 IPC, for which it is essential to prove that:

(i) The accused must be a public servant or a banker, merchant or agent;

(ii) He/She must have been entrusted, in such capacity, with property; and

(iii) He/She must have committed breach of trust in

respect of such property.

45. *Accordingly, unless it is proved that the accused, a public servant or a banker etc. was 'entrusted' with the property which he is duty bound to account for and that such a person has committed criminal breach of trust, Section 409 IPC may not be attracted. 'Entrustment of property' is a wide and generic expression. While the initial onus lies on the prosecution to show that the property in question was 'entrusted' to the accused, it is not necessary to prove further, the actual mode of entrustment of the property or misappropriation thereof. Where the 'entrustment' is admitted by the accused or has been established by the prosecution, the burden then shifts on the accused to prove that the obligation vis-à-vis the entrusted property was carried out in a legally and contractually acceptable manner.*

Ingredients necessary to prove a charge under Section 420 IPC:

46. *Section 420 IPC, provides that whoever cheats and thereby dishonestly induces a person deceived to deliver any property to any person, or to make, alter or destroy, the whole or any part of valuable security, or* *anything, which is signed or sealed, and which is capable of being converted into a valuable security, shall be liable to be punished for a term which may extend to seven years and shall also be liable to fine.*

47. *It is paramount that in order to attract the provisions of Section 420 IPC, the prosecution has to not only prove that the accused has cheated someone but also that by doing so, he has dishonestly induced the person who is cheated to deliver property. There are, thus, three components of this offence, i.e., (i) deception of any person, (ii) fraudulently or dishonestly inducing that person to deliver any property to any person, and (iii) mens rea of the accused at the time of making the inducement. It goes without saying that for the offence of cheating, fraudulent and dishonest intention must exist from the inception when the promise or representation was made.*

48. *It is equally well-settled that the phrase 'dishonestly' emphasizes a deliberate intention to cause wrongful gain or wrongful loss, and when this is coupled with cheating and delivery of property, the offence becomes punishable under Section 420 IPC. Contrarily, the mere breach of contract cannot give rise to criminal prosecution under Section 420 unless fraudulent or dishonest intention* *is shown right at the beginning of the transaction. It is equally important that for the purpose of holding a person guilty under Section 420, the evidence adduced must establish beyond reasonable doubt, mens rea on his part. Unless the complaint showed that the accused had dishonest or fraudulent intention 'at the time the complainant parted with the monies', it would not amount to an offence under Section 420 IPC and it may only amount to breach of contract.*

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62. *As already clarified by us, to prove the charge under Section 409 IPC, the prosecution need not prove the exact manner of misappropriation. Once the 'entrustment' is admitted or proved, as has been done in the present case, the onus lies on the Accused to prove that the entrusted property was dealt by him in an acceptable manner. Thus, misappropriation with this dishonest intention is one of the most important ingredients of proof of 'criminal breach of trust'. The offence under Section 409 IPC can be committed in varied manners, and as we are concerned with its applicability in the case of a bank officer, it is fruitful to point out that the banker is one who receives money to be drawn out again when the owner has occasion for it. Since* *the present case involves a conventional bank transaction, it may be further noted that in such situations, the customer is the lender and the bank is the borrower, the latter being under a super added obligation of honouring the customer's cheques up to the amount of the money received and still in the banker's hands. The money that a customer deposits in a bank is not held by the latter on trust for him. It becomes a part of the banker's funds who is under a contractual obligation to pay the sum deposited by a customer to him on demand with the agreed rate of interest. Such a relationship between the customer and the Bank is one of a creditor and a debtor. The Bank is liable to pay money back to the customers when called upon, but until it's called upon to pay it, the Bank is entitled to utilize the money in any manner for earning profit."*

22. The reading of the relevant provisions related to the offence of cheating and breach of trust by a public servant, in the light of the clarification given by the Hon'ble Supreme Court in the above judgment, it makes clear that the contention of the Appellant counsel is fallacious. The offence of cheating gets attracted and proved by the fact that he gave fake FDR to the depositor dishonestly to cheat. The fake FDR given to him is the one entrusted to him as the Branch

Manager over which he had dominion. Hence, both Sections 409 and 420 of I.P.C is attracted and there is no error in the way the charges framed.

23. The prosecution witnesses had deposed that, Ex.P.2 is the Account Opening Form For Term Deposits of Rs.4,00,000/- in the name of P.Sridharan and Shri.Shanthi Sridharan for a short term deposit for a period of 15 days. The receipt issued bearing No.221936, Folio No.STD 6/860 dated 27.03.2001. The maturity date is mentioned as 11.04.2001. This has been renewed for further period of 30 days as per voucher marked as Ex.P.3, dated 19.04.2001.

24. Thereafter, the deposit been renewed for a period of 120 days and the FDR No.221984 marked as Ex.P.5 been issued. This FD commenced from 11.05.2001 and the due date mentioned as 27.03.2011 as against this FD application, for advance of Rs.3,60,000/- purported to have been made by P.Sridharan and Shri.Shanthi Sridhar submitted to the Bank. The perusal of this letter indicates that, the depositor P.Sridharan and Shri.Shanthi Sridhar for availing the loan, had laid the original FDR in the bank. Accepting this application, a sum of Rs.3,60,000/- been sanctioned on 28.05.2001. From this money, demand draft has been issued in favour of M/s.Keerthivasan Investment Private Limited. Ex.P.11 is the FDR receipt No.173802 dated 11.05.2001 issued in favour of P.Sridharan and Shri.Shanthi Sridhar, the maturity date is mentioned as 27.03.2011, Ex.P.5 and Ex.P.11, the two fixed deposits bearing two different numbers but issued in favour of the same person bears same day. The accused has signed as authorised signatory C-317 and his signature is identified by P.W.2. The accused had not denied his signatures. While in Ex.P.5, the FDR receipt No.221984, the co-signatory P.W.2 has identified her signature and had deposed that, this is the original deposit receipt given to the depositor P.Sridharan, after they initially made short term deposit and thereafter, came forward to make long term deposit for 120 months. She had categorically deposed that, co-signatory in Ex.P.11 bearing receipt No.173802 is not the signature of staff, who had assigned number L-133. As per ledger sheet Ex.P.9. There is no entry regarding FDR bearing No.173802. This proves that, Ex.P.11 is a forged FD receipt in which, the accused has signed. The co-signatory signature is not the signature of the person authorised to sign.

25. P.W.3 Jayashankar, the person who was running business in the name and style of M/s.Keerthivasan Investment Private Limited had deposed that, the accused was one of his client and he used to deal with shares in the name of his wife Jayamala. For the transaction, he used to make payment through cash or demand draft. He received a demand draft for Rs.3,60,000/- bearing No.96406, dated 31.05.2001 in the name of M/s.Keerthivasan Investment Private Limited towards the transaction of shares done in the account of C.Jayamala, W/o.Chandrasekaran. The demand draft handed over to him by Chandrasekaran, the appellant herein.

26. Regarding Fixed Deposit (Ex.P.11), the prosecution has to prove that, Ex.P.11 FD receipt bearing No.173802 was forged by the accused duplicating the entries found in Ex.P.5. The genuine FDR bearing No.221984 in the name of P.Sridharan and Shri.Shanthi Sridhar had been identified by P.W.2 that she and the accused had signed as authorised signatories. Based on this FD, loan has been sanctioned for Rs.3,60,000/- and that loan amount been used to purchase the demand draft in favour of M/s.Keerthivasan Investment Private Limited Ex.P.7 and Ex.P.8 are the vouchers for withdraw of Rs.3,60,000/- and purchase of Demand Draft. P.W.2 had deposed that the accused had signed in these two Exhibits and same not denied by the accused.

27. The proprietor of M/s.Keertivasan Investment Private Limited examined as P.W.3 had deposed that, the demand draft for Rs.3,60,000/- drawn in favour of M/s.Keerthivasan Investment Private Limited, was received from the accused in respect of the share transaction done by Tmt.Jayamala, the wife of the accused. It is suggested to P.W.3 that, he had not produced any documents to show that the accused gave the demand draft. In this connection, though the prosecution has failed to produce the documents connected with the share transaction to M/s.Keerthivasan Investment Private Limited, the charge against this accused is proved, otherwise by examining the Manager of West Mambalam Branch Mr.Ramasamy [PW.4] who had deposed that, it is a normal practice in the bank to lend stationeries to the other branch, in case there is stationary shortage in the borrowing bank. On the request of Manager of Thiruporur branch *vide* letter Ex.P.13, one FDR receipt book and one RIP receipt book was handed over to Chandrasekaran, the accused herein. In the said letter (Ex.P.13), the accused has made endorsement acknowledging the receipt of FDR bearing Nos.173801 to 173900 and one RIP receipt book Nos.206501 to 206600.

28. Thus, the prosecution has proved the entrustment of FDR bearing No.173802 to the accused on 11.05.2001. This FDR been used to forge the original FDR which is marked as Ex.P.5 bearing No.221984, except the receipt number, all other details are one and the same. While P.W.2 is the co-signatory in the original FDR, the co-signatory in the duplicate FDR is unknown but not a staff of the Bank. P.W.2 has clearly deposed that, the signature found in Ex.P.11 is not the signature of the persons who is authorised by the bank to sign. The omission to examine the depositors not fatal to the prosecution case since through P.W.2 and P.W.4 prosecution able to prove beyond doubt the charges.

29. In the light of the above proven facts and the evidence of P.W.3, who has received the demand draft from the accused and the said demand draft been purchased out of the loan against the deposit bearing Folio No.9/606 as per Ex.P.7 prepared by the accused but not the actual Folio number for the original deposit. Thus, the accused, while functioning as a Bank Manager had exclusively knowledge about Ex.P.11, which he has signed and the other documents which has been received to sanction loan and to purchase the demand draft in favour of M/s.Keerthivasan Investment Private Limited. Having failed to explain the facts within his exclusive knowledge, Section 106 of the Indian Evidence Act, is attracted. The case of the prosecution been proved through evidence both oral and documentary and the silence of the accused not disclosing facts within his exclusive knowledge gives an adverse inference about him. Hence, there is no ground to interfere the order passed by the trial Court.

30. Accordingly, this ***Criminal Appeal No.15 of 2013 is dismissed.*** The judgment of the trial Court passed in C.C.No.53 of 2004 by the XI Additional Special Judge (CBI Cases Relating to Banks and Financial Institutions), Chennai is confirmed. The trial Court is directed to secure the appellant/accused and commit him to the prison to undergo the remaining period of sentence. The period of imprisonment already undergone by the accused shall be set off under Section 428 of Cr.P.C.

31. Finally, the Learned Counsel for the appellant prayed that, nine cases emanated from single F.I.R and the accused been convicted in all the nine cases. If the conviction in all the cases are confirmed, the accused will be incarcerated for nearly about 27 years. Presently, the accused is nearing 70 years and therefore, this Court may sympathetically consider to exercise its power under Section 427 of Cr.P.C and order the period of sentence in all these cases to run concurrently.

32. On considering the said request and the nature of offence committed by the accused while confirming the judgment of the trial Court hereby order the period of substantive sentence imposed in this case (i.e.,) C.C.No.53 of 2004 as confirmed above in C.A.No.15 of 2013 shall run concurrently along with the sentence imposed in C.C.No.52 of 2004 as confirmed by this Court in C.A.No.14 of 2013.

03.07.2023

Index :Yes.
Internet :Yes.
Speaking order/non speaking order
bsm
To:-
1.The XI Additional Special Judge (CBI Cases relating to Banks and Financial Institutions), Chennai.
2.The Inspector of Police, CBI, ACB, Chennai.
3.The Special Public Prosecutor, High Court, Madras.

DR.G.JAYACHANDRAN,J.

rpl/bsm

Pre-delivery judgment made in
Crl.A.No.15 of 2013

03.07.2023