



Crl.A.Nos.259 and 262 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED : 10.07.2025

CORAM :

THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

Crl.A.Nos.259 and 262 of 2017
and Crl.M.P.Nos.12173 and 12175 of 2017

In Crl.A.No.259 of 2017:-

1. C.Jabagurunathan
2. C.P.Chelladurai
3. B.Chandrasekaran
4. S.Sekar
5. T.Murugesan

.. Appellants

Versus

1. State by
Inspector of Police,
SPE/CBI/ACB, Chennai,
Charge Sheet No.3/VDS/28.01.2010
RC MA 1 2009 (A) 005 of
SPE/CBI/ACB/Chennai.

2. M/s.Syndicate Bank,
Rep. by its Branch Manager,
Gugai Branch,
Salem.

.. Respondents



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WEB COPY (R2 impleaded as per order, dated 22.11.2023
in Crl.M.P.Nos.18384 & 18386 of 2023 in
Crl.A.Nos.259 and 262 of 2017)

In Crl.A.No.262 of 2017:-

Israel Abraham

.. Appellant

Versus

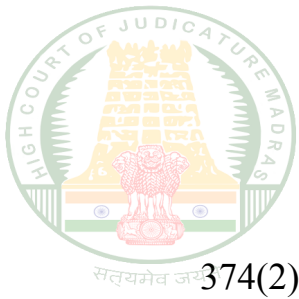
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(R2 impleaded as per order, dated 22.11.2023
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Prayer in Crl.A.No.259 of 2017 : Criminal Appeal filed under Section



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374(2) of Cr.P.C., to allow the appeal and set aside the conviction and sentence imposed by the learned II Addl. District Judge for CBI Cases at Coimbatore in C.C.No.6 of 2010 vide judgment, dated 27.04.2017.

Prayer in Crl.A.No.262 of 2017 : Criminal Appeal filed under Section 374(2) of Cr.P.C., to allow the appeal and set aside the judgment of conviction and sentence imposed against the appellant/accused A7 by the learned II Addl. District Judge for CBI Cases at Coimbatore in C.C.No.6 of 2010, dated 27.04.2017.

For Appellant(s) : Mr.B.Satish Sundar,
(in both the cases) and Mr.Velayutham Pichaiya

For Respondent : Mr.K.Baaskaran,
(in both the cases) Special Public Prosecutor
(CBI Cases), for R1

: Mr.S.Raghunathan, for R2

COMMON JUDGMENT

These two appeals arise from the judgment dated 27.04.2017 in C.C.No.6 of 2010 by the learned II Additional District Judge for CBI Cases, Coimbatore. By that judgment, the appellants were convicted of an offence



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punishable under Section 420 of the Indian Penal Code and sentenced to three years of Rigorous Imprisonment plus a fine of Rs.20,000/- each. Aggrieved, accused Nos.3, 5, 6, 8, and 9 filed Crl.A.No.259 of 2017, while accused No.7 filed Crl.A.No.262 of 2017. During the pendency of the appeal, accused No.5, *C.P.Chelladurai*, died on 16.05.2021, and this fact has been recorded. The Crl.A.No.259 of 2017 concerning the second appellant/accused No.5 is treated as having abated.

2. On 31.01.2009, a complaint was received from the Chief Vigilance Officer of Syndicate Bank, Bangalore, stating that *CJabagurunathan*, Proprietor of M/s. Sri Kamesh and Company, had engaged in obtaining loans using fake documents and fraudulent claims for various facilities. These facilities were processed and sanctioned by two Senior Branch Managers and Deputy Managers who concealed facts to accommodate the situation. The complaint mentioned a total of 12 suspected loans. It also alleged that, by availing these loans under fictitious letterhead firms with no actual



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business, the funds were ultimately diverted to firms, namely M/s.Roshini Silvers and M/s.Easa Jewellers, which were closed after defaulting on the credit facilities.

3. On the basis of the said allegations, a regular case in RC MA 1 2009 (A) 005 was registered on 31.01.2009 by the Inspector of Police, SPE/CBI/ACB, Chennai, for the alleged offences under Sections 120B read with Sections 420, 467, 468, and 471 of the Indian Penal Code and Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act, 1988. *P.W.9, V.D.Sebastian*, the Inspector of Police, investigated the case and filed a Final Report. The Investigating Officer found that the offences were committed concerning four loan accounts and proposed the accused as guilty of the aforementioned offences.

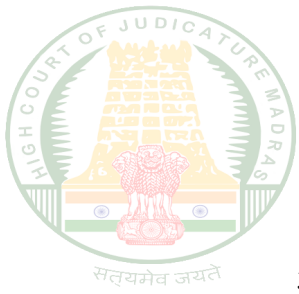
4. The case was taken on file as C.C.No.6 of 2010. After the accused appeared and copies were furnished, charges were framed against nine



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accused on 08.03.2011. The first accused, as the Senior Manager; the second accused, as the Deputy Manager; and the fourth accused, as the authorised panel valuer, public servants, conspired and colluded with the third accused, *Jabagurunathan*, who was also the Proprietor of M/s. Kamesh and Company, to obtain a secured overdraft loan for M/s.Kamesh and Company and a housing loan for himself to build a house. The accused Nos.5, 6, and 7, namely *Chelladurai* (since deceased) and *B.Chandrasekaran*, partners of M/s.Salem Distributors Company, who are also said to have links with *Jabagurunathan* and accused No.7, *Israel Abraham*, along with accused Nos.8 and 9, *Sekar* and *Murugesan*, partners of M/s.Gift Trading Company, who are also connected with *Jabagurunathan*, are accused of obtaining loans for fictitious purposes without any actual business or purpose and without primary security, diverting the funds for different uses, and causing losses to the bank through four separate loan transactions.

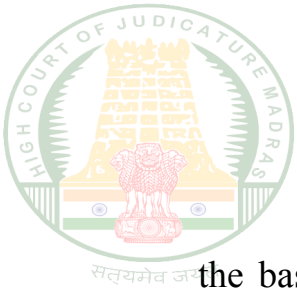


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5. The accused denied the charges and went to trial. To prove the charges, the prosecution examined *P.W.1* to *P.W.9* and marked ***Ex.P-1*** to ***Ex.P-45***. When questioned under Section 313 of the Code of Criminal Procedure, the accused denied the evidence as false. No oral evidence was presented on behalf of the defense. However, during the trial, ***Ex.D-1*** to ***Ex.D-9*** were marked for the defense. The Trial Court then considered the case of the parties. After reviewing the loan transaction processing files, the Court acquitted the public servants, accused Nos.1, 2, and 4, of all charges. Regarding the four suspicious loan transactions, the Court found that the loan obtained by the third accused, as the Proprietor of M/s.Kamesh and Company, was purely a civil matter, the amount was settled, and no offence was committed in relation to that loan.

6. The Trial Court found that regarding the three loan transactions, firstly, the third accused, with reference to the housing loan, falsely claimed he was proceeding with construction. In reality, the construction was only at

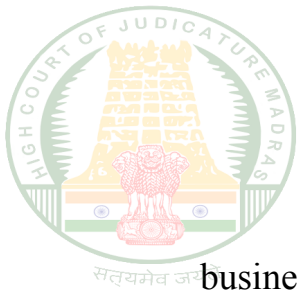


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the basement level, with pillars raised up to the basement, and no further work was done. He made false representations to the bank and obtained the loan money, but nothing further was constructed. The Court concluded that the funds were obtained through false representations and were not used for the intended purpose. The primary security, the house property to be built, was never created, and the loan amount was not repaid. Therefore, the third accused committed an offence punishable under Section 420 of the Indian Penal Code and was sentenced accordingly.

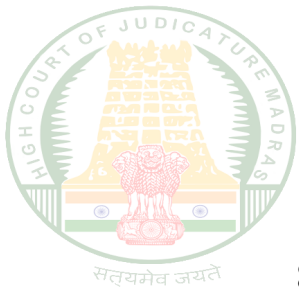
7. Similarly, with reference to the loan transactions of granting the secured overdraft (SOD) facility regarding two loans in the names of M/s.Salem Distributors Company and M/s. Gift Trading Company, the Trial Court considered these transactions. The Trial Court found that the accused claimed that they are in the Dhal business, and the loan was sought only for that purpose as an overdraft facility. The Trial Court found from the evidence of *P.W.7* that these firms actually had licenses to carry on the



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business, and therefore, it concluded that it cannot be said there was no business at all. However, the Trial Court observed that after obtaining the overdraft facility, Rs.20,00,000/- each in both cases were availed and transferred to Saravana Dhal Mills and Asian Dhal Mills, respectively. Except for an agreement between the accused and the proprietor of Saravana Dhal Mills, there is no other evidence, such as invoices or documentation, that demonstrates actual purchase and trading of Dhal. Therefore, the Court held that the prosecution proved the purpose for which the money was used was different from the claimed purpose. When the funds were diverted for a purpose other than the loan's intended use, and the outstanding loan amount remained, it constituted an offence under Section 420 of the Indian Penal Code, despite the fact that the entire loan amount was eventually repaid and settled through a one-time settlement. Based on these findings, all the appellants were found guilty of the offence punishable under Section 420 of the Indian Penal Code and sentenced accordingly.



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8. Heard *Mr.B.Satish Sundar and Mr.Velayutham Pichaiya*, learned Counsel for the appellants and *Mr.K.Baaskaran*, learned Special Public Prosecutor (CBI Cases) for the first respondent and *Mr.S.Raghunathan*, learned Counsel for the second respondent.

9. *Mr.B.Satish Sundar*, learned Counsel for the appellants, firstly draws the Court's attention to the housing loan and refers to relevant documents. He submits that the burden is on the prosecution to prove that there was an intention to cheat from the start of the transaction. In this case, the accused had applied for a loan to construct a house. The initial amount of Rs.1,90,000/- was approved for the purchase of a plot. Accordingly, the accused purchased the plot and submitted the documents to the bank. To that extent, it cannot be said that there was an intention to cheat from the very beginning of the transaction. Even afterwards, according to the construction plan, the entire loan amount was not disbursed. The total estimated cost of construction, as submitted by the engineer engaged by the



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third accused, is Rs.30,00,000/-, but only about Rs.19,00,000/- was disbursed. Therefore, the accused utilized the funds appropriately for purchasing the plot and beginning construction, which is still underway.

10. It can be seen that the prosecution relies on **Ex.P-5**, the valuation report. Firstly, the valuer was not examined, preventing the accused from cross-examining him to identify discrepancies in the report. Furthermore, from the report, it appears that the only evidence of construction is a photograph showing a gate at the plot, with some pillars standing midway and iron rods protruding from them. The valuer refused to assess the extent of the construction, stating that the property was under construction, and only valued the site itself at Rs.5.27 lakhs. This valuation is relied upon by the bank and the investigation to make allegations against the accused. Thus, in this case, the prosecution failed to demonstrate how the funds were diverted and not used for the original purpose. Therefore, the Trial Court erred in convicting the third accused for this transaction.



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11. Taking the Court through the relevant materials and the findings of the Trial Court regarding the other two loan transactions, it is evident that, as admitted by the prosecution, the purpose projected on behalf of the firms, namely M/s. Salem Distributors Company and M/s. Gift Trading Company, was related to their working capital for their business. This is not denied by the bank or the prosecution. The firms were engaged in trading Dhal. Even the Investigating Officer found that the agreements between the Dhal Companies specified that the payments were made only to Saravana Dhal Mills and Asian Dhal Mills, respectively. Therefore, the prosecution has not established that the funds were diverted to any other purpose. This case primarily involved the borrower failing to repay the loan on time, following which proceedings were initiated before the D.R.T, and the loan amounts were settled amicably. The Trial Court convicted the accused solely on the grounds that they should have produced additional invoices and materials to substantiate their trading activities. Firstly, the Court shifted the burden onto

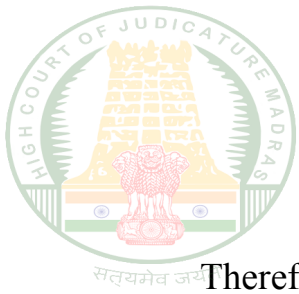


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the accused. Secondly, the Court found, based on the evidence of *P.W.7*, that the firms were engaged in business and rejected the prosecution's other arguments. Since there are agreements between the Dhal Mills and the firms, as evidenced by *Ex.P-16* and *Ex.P-21*, the Court erred in concluding that the prosecution proved the offence under Section 420 of the Indian Penal Code beyond any reasonable doubt.

12. Per *contra*, *Mr.K.Baaskaran*, learned Special Public Prosecutor (CBI cases) for the first respondent, submits that the prosecution in this case has categorically produced various correspondences between the third accused and the bank officials during the processing and sanctioning of the housing loan. It is evident that, without taking any genuine steps, under various false pretenses, the third accused personally submitted letters containing false representations, causing the bank to believe him and to disburse the loans. Subsequently, there was a default. From *Ex.P-5*, it is clear that no construction has ever progressed beyond the foundation stage.

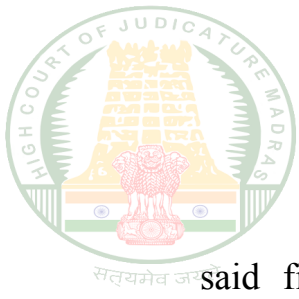


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Therefore, all the amounts obtained by the accused through various transactions were secured through false representations. The result is that the primary security for the bank, the house, was not created, and additionally, the third accused defaulted on repayment, leading to a loss. Merely because the amount was repaid after the offence was committed, it does not absolve him of criminal liability entirely.

13. As far as the second and third loan transactions in the names of the firms, namely M/s.Salem Distributors Company and M/s.Gift Trading Company, are concerned, it can be seen that the addresses provided were dubious and there was no actual business. Although the Trial Court may be correct in finding that more than one firm can operate from the same address, given the nature of business involving Dal (or Dhal), it appears that, apart from showing a fictitious address, there was no real business. If there had been any genuine activity, invoices, sale transactions, and transport receipts, such as lorry receipts, would have been present at the offices of the



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said firms. Clearly, these firms were only letterhead entities and no documents were found. The agreement between the two Dhal mills, both owned by the same individual, was created solely to obtain the loan. The prosecution alleges that the license was obtained by these firms only for the purpose of securing a loan. Since the third accused, *Jabagurunathan*, is alleged to have orchestrated the entire series of transactions, the Trial Court rightly concluded that the prosecution had conclusively proved that the offences were committed. The absence of any documentary evidence of purchase or trading activity related to Dhal, and the inability of the accused to produce even a single document to prove such activity, leads to the conclusion of their guilt. Therefore, it is contended that the prosecution has established the offence beyond any reasonable doubt. The Trial Court imposed the sentence only after considering that the entire loan amount was repaid, so its judgment does not require interference from this Court.

14. I have considered the rival submissions that are made and perused



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the material records of the case.

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15. In this case, to substantiate the charges, the prosecution examined *H.N.Vishweshwar*, General Manager of Syndicate Bank, Regional Office, who spoke about the grant of sanctions for public servants. They also examined *A.Narayan Shettigar*, Chief Manager of Syndicate Bank, Bellary Main Branch, Karnataka, regarding the details of various loan transactions, the procedure that should be followed, the documentation required, and how the entire loan amount became suspicious. Along with *Narayan Shettigar*, *K.Balai*, the Manager, and *T.V.Ramachandran*, another Manager, were examined as *P.W.3* and *P.W.4*. The Bank's Panel Advocate at that time, who provided a legal opinion, was examined as *P.W.5*. *B.Jagadeesh*, Managing Director of a private hotel, who received several cheques from the third accused on various dates, was examined as *P.W.6*. *K.Mohan*, the Commercial Tax Officer of Dharmapuri, was examined as *P.W.7*. *Bagade*, the Chief Vigilance Officer at that time, was examined as *P.W.8*, and the



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Investigating Officer as *P.W.9*. The sanction order, First Information Report,

relevant loan documents, security title deeds, the legal opinion on the loan,

and the loan applications and documents are all marked as *Ex.P-1* to *Ex.P-*

45. On the defence side, various orders passed by the D.R.T in subsequent

proceedings are marked as *Ex.D-1* to *Ex.D-3*, *Ex.D-8*, and *Ex.D-9*. The No

Due Certificate issued by Syndicate Bank for all four loans is marked as

Ex.D-4 to *Ex.D-7*. Since the Trial Court acquitted all the accused and public

servants of offences under Section 120B of the Indian Penal Code and

Section 13(2) read with 13(1)(d) of the Prevention of Corruption Act, 1988,

and given the absence of a cross appeal, it is unnecessary to detail all

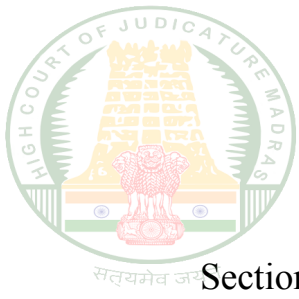
charges and evidence. The appeals are only filed by the convicted accused

regarding the charges they were found guilty of. Therefore, this Court will

only consider the evidence related to the three charges on which they were

convicted.

16. The offence for which the appellants are convicted is under

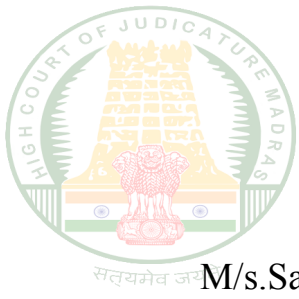


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Section 420 of the Indian Penal Code. The ingredients of the said offence, at the outset, are borne in mind. For the sake of convenience, I shall deal with the two identical transactions related to the two firms, namely M/s. Salem Distributors Company and M/s.Gift Trading Company. The fifth accused (since deceased), along with accused Nos. 6 and 7, are partners of the firm M/s. Salem Distributors Company. The allegation is that, in connection with the SOD facility of Rs.24,00,000/- that was sanctioned to M/s.Salem Distributors Company on 03.09.2004, a sum of Rs. 20,00,000/- was transferred to Saravana Dhal Industries via a Demand Draft. The said Demand Draft is said to lack any supporting vouchers for sale and purchase of products. The prosecution also relies on **Ex.P-23**, the investigating report of the bank, which shows that the business address or godown address provided is a rented house owned by the third accused, *Jabagurunathan*.

17. Firstly, it is evident that the only allegation in this account is that, without using the loan for business purposes, the amount was transferred to



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M/s.Saravana Dhall Mills, effectively stiffing it off. The material evidence on record shows that this action was not supported by vouchers, and there is no proof of actual business being conducted, with the address found to be a dubious location belonging to the third accused. I believe that these three factors raise a strong suspicion that there may have been no real business, and the loan was orchestrated solely by the third accused. However, since the agreement between M/s.Salem Distributors Company and M/s.Saravana Dhall Mills has been found and marked as ***Ex.P-21***. The next step is to determine the purpose for which the funds were used. Neither Saravanan, claimed to be the owner of Dhall Mills, was examined by the investigation authorities nor produced as a witness, and he is not prosecuted as an accused who conspired with the current accused. The primary evidence to establish the syphoning of funds is to prove this act itself; additional supporting material, such as the address of M/s. Salem Distributors Company etc., would serve as corroboration.



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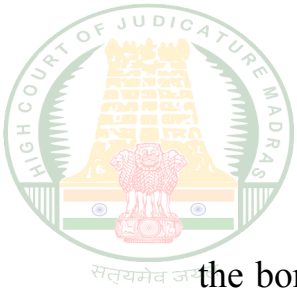
18. But, on the other hand, the prosecution itself had found the agreement between the said industries and also *P.W.7* has testified that there was a license in the name of these persons for trading. In that view of the matter, the onus was on the prosecution to prove that the amount transferred to Saravana Dhall Mills was for a purpose other than the purchase of bills. It has successfully raised a strong suspicion by pointing out that no voucher was found and the address was dubious. However, it failed to conclusively prove, through examination of Saravana Dhall Mills or by questioning him as a witness, how the funds were further utilized, which would have definitively proved that the amounts were siphoned off. In the absence of such evidence, I am unable to accept the contention of the learned Special Public Prosecutor (CBI cases) that the mere absence of vouchers would conclusively prove the offence. As a matter of fact, the Trial Court erred in shifting the onus on the accused to prove the transactions. To that extent I am unable to agree with the Trial Court in respect of the said loan transactions relating to the M/s.Salem Distributors Company.



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19. With reference to the second transaction related to M/s.Gift Trading Company, the purpose was the same. The alleged *modus operandi* was also identical, and it is stated that the money was paid to Asian Dhal Industries. In this case too, there was an agreement between Asian Dhal Industries and the said firm. Similarly, *P.W.7* deposed that the firm held a trade license. The prosecution also points out the absence of vouchers and the dubious address. Therefore, for the reasons mentioned earlier with regard to the loan account of M/s.Salem Distributors Company, I believe that the prosecution has failed to prove the syphoning of funds beyond a reasonable doubt, despite having produced evidence that raises strong suspicion. Consequently, in both loan accounts, since the amounts have been repaid, the only way to establish the offence would be to prove the syphoning of funds. Since there is no proof to substantiate this, I am inclined to accept the contention of the learned Counsel for the appellants, that this is akin to any other civil transaction where, after obtaining a loan,



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the borrower defaulted and failed to repay within the stipulated time. After recovery proceedings by the bank, the entire amount was recovered through One Time Settlement, and a No Due Certificate was issued by the bank.

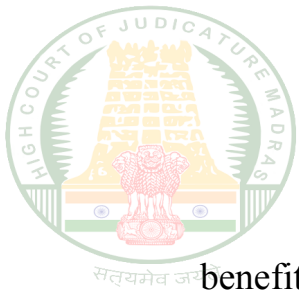
20. Now, regarding the other transaction related to the housing loan, *Ex.P-1* to *Ex.P-7* are the relevant documents. It is true that, pursuant to the loan application, the first step was that the plot was purchased by the third accused for a sum of Rs.1,90,000/-, which was the value of the plot. Thereafter, promissory note and guarantee agreements were all executed in this regard by the third accused, and there is no allegation related to security or guarantee. However, it can be observed that after the purchase of the plot, on 11.03.2005, the accused requested another installment of Rs.2,00,000/-. In the same document a noting was made by the bank officials directing *Shanmugam* to visit the housing construction of *Jabagurunathan* and submit a report for considering the release. Further, it is noted that *Shanmugam* and the Manager visited the facility, and subsequently, the amount appears to



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21. To that extent also, the third accused had started the construction upto the basement level. Thereafter, on 31.03.2005, a further installment of Rs.3,00,000/- was prayed for and seems to have been released. It can be seen that the said letter categorically mentions that the amount is needed for the purpose of further construction of the house. Similarly, the further letter, dated 28.05.2025 also prays for another Rs.2,00,000/- for further construction of the house and believing the said representation, the amount was released on 28.05.2005. By a further letter, dated 18.06.2005, another sum of Rs.1,00,000/- was prayed for and an endorsement is found that the third accused informed that it is for the purpose of purchase of wood construction. Even though it is argued on behalf of the prosecution, at that stage of construction, no wood was used, it is common knowledge that the wood can be purchased at the foundation level and separately, in some other place or in the same place, it can be given for carpentry work. Therefore,

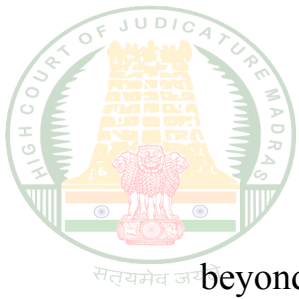


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benefit of doubt has to be given to third accused with reference to the purchase of wood for Rs.1,00,000/-. But, it is the repeated representations that are made by the aforesaid letters, as if the money is needed for further construction and is used for the same has to be considered.

22. It can be seen from the valuation furnished by the third accused that the total valuation is Rs.30,00,000, which includes an area of construction of 1144 sq.ft. on the ground floor, 1144 sq.ft. on the first floor, 1144 sq.ft. on the second floor, and 1144 sq.ft. on the third floor, totaling 4,576 sq.ft. of ground plus three floors. The accused led the bank to release a total loan of about Rs.19,00,000, as is clear from **Ex.P-5**, the valuer's report, which shows the stage of construction as only the foundation level. *P.W.2* inspected the property after the allegations arose and found that the house was only partially constructed. Although the sanctioned amount of Rs.20,00,000 was fully released, this amount was based on the expectation of four floors. Thus, regarding the housing loan, the prosecution has proved

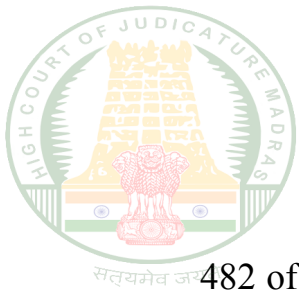


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beyond reasonable doubt that the third accused made a false representation that he was carrying out construction work, which he clearly was not; therefore, the money was diverted for a different purpose. On various dates when the requests were submitted, the third accused knowingly submitted these letters despite knowing he would not use the funds for construction and deliberately made false claims about further construction of the house. This led the bank to release the loan amount, which was not repaid within the designated time, thereby the offence of cheating is made out. On this basis, I hold that the prosecution has proven beyond any reasonable doubt that the third accused committed an offence under Section 420 of the Indian Penal Code.

23. Now, considering the question of the sentence as against the third accused, even though the learned Counsel for the appellant argues that repayment of the amount should be considered for absolving the offence itself, I am unable to accept this argument. Quashing the case under Section



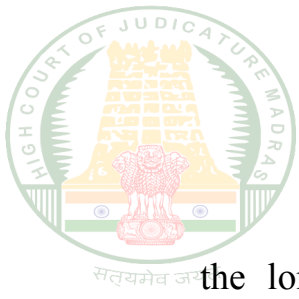
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482 of the Code of Criminal Procedure, as laid down by the judgment of the Hon'ble Supreme Court of India in *Gian Singh Vs. State of Punjab*¹ and other judgments deal with the extraordinary powers under Section 482 of the Code of Criminal Procedure, and considering conviction and sentence after trial is a different matter. The judgment of the Hon'ble Supreme Court of India in *Rumi Dhar Vs. The State of West Bengal*² is relevant here, and repaying the entire loan amount can at best be a mitigating factor for a lenient or lesser punishment concerning the offence. Therefore, the law regarding sentencing is very clear: the sentence should not be too lenient nor excessively harsh. The mitigating circumstances I consider are, first, that the entire loan amount has been repaid, and no Due Certificate was issued by the bank. Second, the third accused is now 56 years old. Accordingly, the sentence imposed by the Trial Court, which includes a fine of Rs.20,000/-, is upheld. As for the three-year rigorous imprisonment, that would now be unduly harsh. Facing the proceedings, the accused would have realized that

¹ (2012) 10 SCC 303

² (2009) 6 SCC 364



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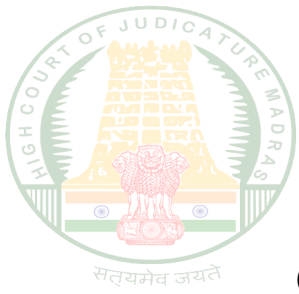
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the long arm of the law eventually catches up with any misdeeds or malfeasance. Simultaneously, the idea of taking reformatory action by keeping the accused in prison for an extended period is unnecessary. If the accused is completely let off at this stage, it would send a wrong message to society, as if a person can cheat a bank and escape punishment. Therefore, I believe that, as a deterrent and appropriate punishment, the accused should undergo simple imprisonment for ten days.

24. In the result,

(a) The Criminal Appeal in Crl.A.No.262 of 2017 is allowed, and the conviction and sentence imposed on the appellant by the judgment dated 27.04.2017 in C.C.No.6 of 2010 by the learned II Additional District Judge for CBI Cases, Coimbatore are set aside. If any fine amount has been paid, it shall be refunded.

(b) The Criminal Appeal in Crl.A.No.259 of 2017 is partly allowed on the following terms:-



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(i) The conviction and sentence of the appellant Nos.3, 4 and 5 namely, *B.Chandrasekaran*, *S.Sekar* and *T.Murugesan*, by the judgment dated 27.04.2017 in C.C.No.6 of 2010 by the learned II Additional District Judge for CBI Cases, Coimbatore is set aside;

(ii) As far as the first appellant (accused No.3), *C.Jabagurunathan* is concerned, the conviction for the offence under Section 420 of the Indian Penal Code vide the judgment, dated 27.04.2017 in C.C.No.6 of 2010 passed by the II Addl. District Judge for CBI Cases at Coimbatore, shall stand confirmed. As far as the sentence is concerned, instead of the original sentence imposed by the Trial Court as three years Rigorous Imprisonment and a fine of Rs.20,000/-, shall stand modified into one of 10 days Simple Imprisonment and a fine of Rs . 20,000/-. It is stated that the said fine amount is already paid.

(iii) Consequently, connected miscellaneous petitions are closed.



Crl.A.Nos.259 and 262 of 2017

10.07.2025

WEB COPY Neutral Citation : yes
grs

To

1. The II Addl. District Judge for CBI Cases,
Coimbatore.
2. The Inspector of Police,
SPE/CBI/ACB, Chennai,
Charge Sheet No.3/VDS/28.01.2010
RC MA 1 2009 (A) 005 of
SPE/CBI/ACB/Chennai.
3. The Branch Manager,
M/s.Syndicate Bank,
Gugai Branch,
Salem.
4. The Public Prosecutor,
High Court of Madras.

D.BHARATHA CHAKRAVARTHY, J.

grs



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and Crl.M.P.Nos.12173 and 12175 of 2017

10.07.2025