DIARY No. 19293/2021

IN THE SUPREME COURT OF INDIA

CRIMINAL ORIGINAL JURISDICTION

TRANSFER PETITION (CRL.) NO. OF 2021
(UNDER SECTION 406 CRPC 1973)

IN THE MATTER OF:

KETAN KANTILAL SHETH ....**PETITIONER**

VERSUS

STATE OF GUJARAT ETC. ETC. ....**RESPONDENTS**

WITH

CRL. M. P. NO. OF 2021
[Application for stay]

WITH

CRL. M. P. NO. OF 2021
[Application for Exemption from filing official translation]

PAPER BOOK
(FOR INDEX PLEASE SEE INSIDE)

ADVOCATE FOR THE PETITIONER: **PAWANSHREE AGRAWAL**

ADVOCATE FOR THE PETITIONER: **PAWANSHREE AGRAWAL**

INDEX RECORD OF PROCEEDINGS		
SL. NO.	DATE OF PROCEEDINGS	PAGE NOS.

INDEX

Sl. No.	Particulars of Documents	Page No. of part of which it belongs		Remarks
		Part 1 (Contents of Paper Book)	Part II (Contents of file alone)	
1.	Listing Proforma	A1 – A3	—	
2.	Synopsis/List of Dates	B - Q	—	
3.	Transfer Petition with Affidavit	1 – 36	—	
4.	**ANNEXURE P-1:** A brief chart showing the status of cases registered against the petitioner.	37 – 39	—	
5.	**ANNEXURE P-2:** True translated Copy of the FIR No. C.R. No. I- 64 of 2002 dated 30.07.2002 registered at Police State Udhana, Surat, Gujarat.	40 – 60	—	
6.	**ANNEXURE P-3:** True translated copy of the FIR No. ICR No.274 of 2002 dated 02.07.2002 registered at Police Station Umra, Surat, Gujarat.	61 – 70	—	
7.	**ANNEXURE P-4:** True translated copy of the FIR No. C.R. No. I-226 of 2002 dated 30.08.2002 registered at Police Station Rander, Surat, Gujarat.	71 – 92	—	

8.	**ANNEXURE P-5:** True translated copy of FIR No. I-274 of 2002 dated 06.08.2002 registered at Police Station Varaccha, Surat, Gujarat.	93 – 104	—	
9.	**ANNEXURE P-6:** True translated Copy of the FIR/Mcase No. 3 of 2002 dated 16.07.2002 registered at Police Station Gandevi, Navsari, Gujarat.	105-123	—	
10.	**ANNEXUREP-7:** True translated copy of the FIR No. I-93 of 2002 dated 18.08.2002 registered at Police Station, Navsari Town, Navsari, Gujarat.	124- 140	—	
11.	**ANNEXURE P-8:** True translated copy of the FIR No. C.R. NO. I-119/ 2002 dated 10.06.2002 filed at Police station Valsad City, Valsad, Gujarat.	141 -190	—	
12.	**ANNEXURE P-9:** True translated copy of the FIR/M. Case No. 29 of 2002 dated 13.06.2002 registered at Police Station Vidya Nagar, Anand, Gujarat.	191-203	—	
13.	**ANNEXURE P-10:** True translated of the FIR/M.case No. 22 of 2002 (C.R. No. I-226 of 2002) dated 7.6.2002 registered at Police Station Morbi, Gujarat.	204-218	—	
14.	**ANNEXURE P-11:** True copy of the FIR No. 280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New	219-230	—	

	Delhi.			
15.	**ANNEXURE P-12:** True Copy of the FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi.	231-240	—	
16.	**ANNEXURE P-13:** True translated copy of the FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North parganas, West Bengal.	241-250	—	
17.	**ANNEXURE P-14:** True translated copy of the FIR No. 97 of 2002 dated 25.04.2002 registered at Police Station Ganeshpeeth, Nagpur, Maharashtra.	251-267	—	
18.	**ANNEXURE P-15:** True translated copy of the FIR at C.R. No. 101 of 2002 dated 29.04.2002 registered at Police Station Ganeshpeeth, Nagpur, Maharashtra.	268-275	—	
19.	**ANNEXURE P-16:** True translated copy of the FIR No. 75 of 2002 dated 15.05.2002 registered at City Kotwali Police Station, Amravati, Maharashtra.	276-292	—	
20.	**ANNEXURE P-17:** True translated copy of FIR at C.R. No. 102 of 2002 dated 08.05.02 registered at Pimpiri Police Station, Pune, Maharashtra.	293-314	—	

21.	**ANNEXURE P-18:** True Translated copy of the FIR at C.R. No. 65 of 2002 dated 15.05.2002 registered at Police Station Vishrambaug, Pune, Maharashtra.	315-318	—	
22.	**ANNEXURE P-19:** True translated Copy of the FIR at C.R. No. 81 of 2002 (renumbered as 3 of 2002) dated 16.5.2002 registered at L.T. Marg Police Station, Mumbai, Maharashtra.	319-326	—	
23.	**ANNEXURE P-20:** True translated copy of the FIR at C.R. No. 298 of 2004 dated 05.08.2004 with summary of charge investigated by EOW, Mumbai, Maharashtra.	327-335	—	
24.	**ANNEXURE P-21:** True translated copy of FIR at C.R. No. 83 of 2005 dated 17.02.2005 with summary of charge investigated by EOW, Mumbai, Maharashtra.	336-344	—	
25.	**CRL. M. P. NO. OF 2021** Application for Stay.	345-354	—	
26.	**CRL. M. P. NO. OF 2021** Application for Exemption from filing official translation.	355-359	—	
27.	Memo of Parties.	360– 378		
28.	F/M	379		
29.	V/A	380		

A1

PROFORMA FOR FIRST LISTING

SECTION :

THE CASE PERTAINS TO (Please tick/check the correct box):

Central Act: (Title)	CRPC, 1973
Section:	Under Section 406
Central Rule: (Title)	N.A.
Rule No(s):	N.A.
State Act: (Title)	N.A.
Section:	N.A.
State Rule: (Title)	N.A.
Rule No(s):	N.A.
Impugned Interim Order: (Date)	N.A.
Impugned Final Order/ Decree: (Date)	N.A.
High Court: (Name)	N.A.
Name of Judges:	N.A.
Tribunal/Authority: (Name)	N.A.
1. Nature of matter:	Civil ✓Criminal
2.(a) Petitioner / appellant No.1:	Ketan Kantilal Seth
(b) e-mail ID:	N.A.
(c) Mobile Phone number:	N.A.
3. (a) Respondent No.1:	State of Gujarat Etc. Etc.
(b) e-mail ID:	N.A.

(c) Mobile phone number:	N.A.
4.(a) Main category classification	14
(b) Sub classification:	1412
5. Not to be listed before:	N.A.
6. (a) Similar disposed of matter with citation, if any & case details:	No similar disposed of matter
(b) Similar pending matter with case details	No Similar Pending matter
7. **Criminal Matters:**	Yes
(a) Whether accused/convict has surrendered: ☐ Yes ☐ No. ☐ N.A.	
(b) FIR No.CR No.I - 64/2002 dt. 30.07.02, ICR No. 274/02 dt. 2.7.02, CR No. I-226/02 dt. 30.08.02, I-274/02 dt. 6.8.02, FIR/M/Case No.3/02 dt. 16.7.02, I-93/02 dt. 18.8.02, CR No.I-119/02 dt. 10.6.02, FIR/M.Case No.29/02 dt. 13.06.02, FIR/M.Case No.22/02 dt. 7.6.02, 280/02 dt.4.5.02, 242/02 dt. 17.6.02, 298/02 dt. 22.8.02, 97/02 dt. 25.4.02, CR No. 101/02 dt. 29.4.02, 75/02 dt. 15.5.02, 102/02 dt. 8.5.02, CR No. 65/02 dt.15.5.02, CR No.81/02 dt. 16.5.02, CR No.298/04 dt. 5.8.04 and CR No. 83/05 dt. 17.2.05.	
(c) Police Station:	Udhana Surat Gujarat, Umra Surat Gujarat, Rander Surat Gujarat, Varaccha Surat Gujarat, Navsari Gujarat, Valsad Gujarat, Anand Gujarat, Morbi, Gujarat, Connaught Place New Delhi, Sarojni Nagar, New Delhi, West Bengal, Ganeshpeeth Nagpur Maharashtra, Amravati Maharashtra, Pune Maharashtra, Mumbai Maharashtra, EOW Mumbai Maharashtra.
(d) Sentence Awarded:	N.A.
(e)Sentence Undergone:	N.A.
8. **Land Acquisition Matters:**	N.A.
(a) Date of Section 4 notification:	N.A.
(b) Date of Section 6 notification:	N.A.
(c) Date of Section 17 notification:	N.A.

A3

9. **Tax Matters: State the tax effect:**	**N.A.**
10. **Special Category** (first petitioner/appellant only):	**N.A.**
☐ Senior citizen > 65 years ☐ SC/ST ☐ Woman/child Disable ☐ Legal ☐ Aid case ☐ In custody **N.A.**	
11. Vehicle Number (in case of Motor Accident Claim matters): **N.A.**	

Filed by;

[PAWANSHREE AGRAWAL]
Advocate for the Petitioner
Code-1914
e-mail: pawanshree.adv@gmail.com

Filed on: 18.08.2021.

B

SYNOPSIS AND LIST OF DATES

That the present Transfer Petition is being filed in extraordinary circumstances where the Petitioner aged 60 years has been accused in 19 criminal cases filed in 4 different states and for last 20 years the trial has not attained finality even in a single case. Infact, out of the 19 cases, trial in 16 cases have not even begun and in the other 3 cases only few witnesses have been examined while several remain. The predominant reason behind the delay is the location of witnesses and accused in making their availability next to impossible. This has resulted in delay of justice and violation of fundamental right of the petitioner as it is the case of the petitioner that he has been falsely implicated in these cases and no offence has been committed by the petitioner. It is in this background that the present transfer petition is being filed to transfer 16 cases pending before different courts to be transferred in Court at Mumbai where 3 cases are already pending so that the trial could be expeditiously completed.

It is the settled position of law that ordinarily in case where the allegation pertains to same nature of transaction all the subsequent complaint was made. In that view of the matter the investigation done suffers from a procedural fault and therefore could have been quashed. It is submitted that if the case would have been investigated by one investing officer, the trial would have been conducted at one place only. However, since the chagesheet has been filed and the petitioner is facing trial at different place, in the facts and circumstances, the trial should be conducted before one court. In this present case, apart from aforesaid reasons, Mumbai is the location where more than one FIR has been lodged and therefore the court at Mumbai would be appropriate court where the trial for the case should be conducted.

Section 406 of Code of Criminal Procedure 1973 gives wide powers to this Hon'ble Court to transfer when it appears to the court it is *'expedient in the interest of justice'*. In the present case there are several reasons why the case needs to be transferred which are as follows:-

1. The allegation regarding commission of offence is common that is delay in delivery of Government of India securities.
2. Several accused persons are common in all the cases who are located in Mumbai. Accused has a right to appear in each trial case and so is required by law which makes it impossible to attend in each court, which results in delay of trial. If the trial is at

one place, the accused can attend several courts at a time and there would be no delay in trial.

3. Several witnesses are also located in Mumbai and that would also result in expeditious disposal of Trial

4. As all cases are spread in different states before various courts all over Maharashtra, it is very difficult for all the accused to remain present in all the courts at one and the same time resulting into unnecessary delay as well as inconvenience to not only the accused but also the prosecuting agency. This can be gathered from the fact that FIR which has been registered in 2002 and not yet attained finality and the trial is pending for last several years. The further difficulty is that where the petitioner could not attend the hearing before the trial court a bailable/non-bailable warrants have been issued against the petitioner.

5. That all the offences registered against M/s Home Trade Ltd. or against M/s Giltedge Management Services Ltd. are in 4 states. In the event all the offences are not dealt with by one court for its trial both the prosecution as well as the accused would be put to unnecessary hardship in as much as the prosecution will have to produce the same evidence repeatedly and the accused would have to test the credibility of that evidence every time involving determination of same question.

6. Further, there would be a risk of the one court coming to a different conclusion from the other court even though each case is identical with the other i.e. the allegation is of non delivery/delay delivery of Government of India -Securities.

E

7. It is submitted that the nature of allegation are identical in all the cases the interpretation whether delay in delivery of Government of India securities would attract an offence under Indian Penal Code or not. To judge the said allegation entire 19 cases need to be looked into a holistic manner by one court as it is difficult to contend that in one case delay in delivery will not attract the offence but in other case it will. The Company including Home Trade Ltd. during the relevant period has entered into several transaction of same nature with 100's of persons and no complaint whatsoever has been made by any one of them. Trying the cases before one Court will be the only way to ensure fair trial.
8. Further to avoid any complications and inconvenience to both the parties i.e. prosecution agency and the accused, it is essential that the case registered be brought under one umbrella before the same court for its trial in accordance with law.
9. That section 219 of the Cr. P. C is an indicator that if offences of same kind are committed within a year the same should be charged together. The idea behind the said provisions is to consolidate cases to be tried by One Court so that the same can be disposed of expeditiously.

LIST OF DATES

DATES	EVENTS
1989	The petitioner was the Director of M/s Glitedge Management Services Pvt. Ltd. (hereinafter referred to as 'the Company').

f

	The company has been incorporated on 1989 and since then has been dealing in stocks and securities.
	In the years 2000 to 2002, all the Co-operative banks were mandatorily required to invest a prescribed percentage of their surplus funds in Government of India Securities (GOI-S) to meet their SLR (Statutory Liquidity Ratio) requirements.
	The company has been engaged in several transactions with M/s Home Trade Ltd. (HTL) a company registered with Bombay Stock Exchange and National Stock Exchange and deals in Government of India Securities. The company had running book transactions with M/s Home Trade Ltd. HTL used to procure physical securities from the various organizations & institutions across India. During the relevant time, HTL was dealing with more than 250 institutions including Banks across India. To give price benefits to its clients, HTL used to buy securities in odd lots. Once securities were received alongwith blank transfer forms from the seller, the next step was to get the securities and transfer forms verified from the RBI's Regional offices in whose jurisdiction the securities records were maintained. If the securities were purchased from different states, they would be sent to the regional offices of the RBI for verification. Once verification process was over, next step was to get the securities converted into marketable lots and

	simultaneously get them transferred in the name of HTL. After receiving the duly transferred securities the HTL would dispatch the same to its respective customers along with duly blank transfer deeds duly signed by the authorized signatory of HTL. And if the customer wished to take delivery of the securities in SGL form then it required one more step of D-materialization/conversion of the securities in electronic form.
	This aforesaid entire process and time involved in the same was within public domain and especially all Banks were fully aware about the time lag between the issuance of the contract note and actual receipt of the securities.
	As alleged company has entered into transaction with the complainant in some of the FIR's for delivery of physical Government of India Securities. The Company has in turn entered into transaction with M/s Home Trade Ltd. for providing Government of India Securities. In the years 2000 to 2002, the GOI-S security market had seen unprecedented volatility due to constantly changing Bank rates. The Banks were flooded with surplus funds and the GOI Security market was at all time high during the last 100 years. due to the volatility in the GOI-S market the security

H

	prices were going up leaps and bounds. The Bankers instead of waiting for delivery chose to liquidate their buying and book the profits and book another security which had potential to give them higher returns. Initially HTL accommodated all the Banks by buying their securities in its own proprietary books but the Banks made it a regular practice of indulging into trading in government securities rather than taking delivery and holding in their portfolio for purpose of investment. Such last minute changes in the Banks decision to not to wait for physical securities already purchased by them and to buy new securities again in physical form completely choked up the working capital of HTL which resulted into delayed deliveries. Accordingly, Home Trade could not provide the Government of India Securities and FIR's came to be registered against the Directors and employees of Home Trade Ltd. and also against the petitioner alleging collusion and was acting on behalf of M/s Home Trade Ltd. The allegations in all the FIR are same that money has been paid for purchase of physical Government of India Securities but the same has not been delivered to them.
CASES IN STATE OF GUJARAT	

I

07.06.2002	That Chairman Morbi Nagriksahkari Bank got FIR No. 22 of 2002 (C.R. No. I-226 of 2002)dated 07.06.2002 registered at Police Station Morbi City, District Rajkot against the petitioner and other accused. The said case has been investigated and chargesheet has been filed and the SPCS No. 244 of2002 is pending trial before Court of 2nd ACJM Court, Morbi.
10.06.2002	That the Sheth B.B. Shroff Balsar Peoples Co-op Bank Ltd. got registered the FIR no.I-119/2002 dated 10.06.2002 at Police Station Valsad City, Valsad against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 2121 of 2002 is pending before CJM Court, Valsad.
13.06.2002	That the Karamsad Urban Co-Op. Bank Ltd. got the FIR/M. Case no. 29/2002 dated 13.06.2002 registered at Police Station, Vidya Nagar, Anand against the petitioner and other accused. The said case was investigated by EoW Anand. In the said case the chargesheet has been filed and the Criminal Case No. 1578 of 2006 is pending trial before Court of ACJM Court, Anand.
02.07.2002	That the Surat Mahila Nagrik Cooperative Bank Limited got the FIR no.274/2002 dated 02.07.2002 registered U/s 465, 467, 468, 471, 420 r/w 120-B, 114 of IPC at Police Station Urma, Surat against the

	petitioner and other accused persons. In the said case chargesheet has been filed and a Criminal case no.9166/2002 is pending trial before ACJM Court, Surat against the petitioner.
16.07.2002	That the Gandevi Peoples Co-op Bank Ltd. got registered the FIR/Mcase No. 3 of 2002 dated 16.07.2002 at Police Station Gandevi, District-Navsari against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 2778 of 2004 is pending Trial before 1st CJM Court, Gandevi
30.07.2002	That the Udhana Citizen Co-op. Bank Ltd. filed a complaint before Police Station Udhana, Surat for Cheating, Criminal Misappropriation and criminal breach of trust. An FIR no. 64/2002 Dated 30.07.2002 was registered against the petitioner with other accused U/s 406, 409, 420, 465, 467, 468, 471,114 of IPC. In the said case the chargesheet has been submitted and Criminal Case No. 101878 of 2003 is pending before Additional Chief Judicial Magistrate, Surat against the petitioner.
06.08.2002	That the Surat Nagrik Co-op. Bank Ltd. got the FIR no.274/2002 dated 06.08.2002 registered at Police Station Varachha, Surat against the petitioner and other accused persons. In the said case chargesheet has been

k

	filed and the Criminal case No. 100521 of 2003 is pending before ACJM Court, Surat.
18.08.2002	That the Navsari Peoples' Co-op Bank Ltd. got the FIR no. I-93/2002 dated 18.08.2002 registered at Police Station Navsari Town, Navsari against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 6840/2002 is pending before CJM Court, Navsari.
30.08.2002	That the Adajan Nagrik Co-op. Bank Ltd. got the FIR no.226/2002 dated 30.08.2002 registered U/s 406, 409, 420, 421, 422, 423 r/w 120-B, 34 and 114 of IPC at Police Station Rander, Surat against the petitioner and other accused persons. In the said case chargesheet has been filed and a Criminal Case No.174/2003is pending Trial before ACJM Court, Surat.
CASES IN GOVT. OF NCT DELHI	
04.05.2002	That M/s Bajaj Capital Ltd. got an FIR No. 280 of 2002 dated 04.05.2002 at Police Station Connaught Place registered against the petitioner and other accused. After investigation chargesheet has been filed and the case is pending Trial in Criminal Case No.40449/2016 pending before Additional Chief Metropolitan Magistrate, Patiala House Court, New Delhi.
17.06.2002	That M/s V. S. Infrastructure Capital Ltd. and M/s

L

	PNR Securities Ltd. got the FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar, Delhi against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 2034203/2016 is pending Trial before Chief Metropolitan Magistrate, South, Saket, New Delhi
CASE IN STATE OF WEST BENGAL	
22.08.2002	That Vice Chairman of Bhatpara Naihati Co-operative Bank Ltd. got the FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North Parganas, West Bengal against the petitioner and other accused. The chargesheet has been filed and the case is pending before the Barrackpore Court, Kolkata
CASES IN STATE OF MAHARASHTRA	
25.04.2002	The then Chairman of Nagpur District Central Cooperative Banks (NDCCB) lodged F.I.R. No.97 of 2002 dated 25.04.2002 at Ganeshpeth Police Station, Nagpur for offence punishable under Section 406,420 r.w. 34 Indiar Penal Code against 5 Companies including M/s. Glitedge Management Ltd. As alleged, in the said transaction there was a delayed delivery of GOI-S to NDCCB.
29.04.2002	That another FIR as C.R.No. 101 of 2002 dated 29.04.2002 at Ganeshpeth Police Station, Nagpur, came to be registered by the Special Auditor against

M

	the management of NDCCB alongwith other accused person including the petitioner
	That the Investigation in both the crimes i.e. C.R.No.97 of 2002 and C.R.No.101 of 2002, was conducted by State CID, Nagpur Unit. After investigation, chargesheet was filed in the Court of the learned Judicial Magistrate First Class, Court No. 1, Nagpur, clubbing both the F.I.R.s since the subject matter and the documents relied upon in both the F.I.R.s were same. The case came to be numbered as C.C. No. 147 of 2002 and the offences alleged were under Sections 406, 409, 468, 471, 120B, 34 Indian Penal Code. In this case there are 11 accused including the petitioner and 146 witnesses.
08.05.2002	That FIR at C.R.No.102 of 2002 dated 08.05.2002 came to be registered at Pimpri Police Station, Pune, at the instance of the District Special Auditor, Division-I, Cooperative Societies, Pune against the Directors and officer bearers of Shri Sadguru Jangali Maharaj Sahakari Bank Ltd., Pune and M/s. Home Trade Ltd.
	The said crime was investigated by the Crime Branch, Pune City, and chargesheet filed in the Court of the learned Judicial Magistrate First Class, Pimpri, and the case has been numbered as C.C. No. 498 of 2002 and is pending trial. There are 14 Accused including the

N

	petitioner and 69 witnesses.
15.05.2002	That F.I.R.at C.R.No.75 of 2002 dated 15.05.2002 came to be registered at City Kotwali Police Station at Amravati at the instances of the Divisional Assistant Registrar, Cooperative Department, Audit Branch, Amravati Division. The crime was registered against the Director and office bearers of M/s. Amravati Peoples Cooperative Bank Ltd., M/s. Century Dealers Pvt. Ltd., M/s. Giltedge Management Services Ltd. The offences alleged are under Sections 406, 409,420, 468, 34 Indian Penal Code.
	After investigation chargesheet was filed in the Court of the learned Chief Judicial Magistrate, Amravati against 23 Accused including the petitioner and 121 witnesses. The case is numbered as C.C. No. 847 of 2002.
15.05.2002	That F.I.R. at C.R.No.65 of 2002 dated 15.05.2002 came to be lodged at Vishrambaug Police Station at the instance of the Special Auditor, Cooperative Society, Division-II, against the Directors and officer bearers of Suvarnayug Sahakari Bank Ltd., Pune and, M/s. Home Trade Ltd.
	The said Crime was investigated by Crime Branch, Pune pursuant to which chargesheet was filed in the Court of the learned 3rd Judicial Magistrate First Class,

0

	Shivaji Nagar, Pune, and case numbered as C. C.No. 357 of 2002. There are 11 accused including the petitioner and 104 witnesses and the case is pending Trial.
16.05.2002	F.I.R. at C.R. No. 81 of 2002 dated 16.05.2002 came to be registered at L.T. Marg Police Station at the instance of the Special Auditor, under the Divisional Joint Registrar, Cooperative Societies (Audit), Bombay Division, New Bombay, against the Directors and office bearers of Raghuvanshi Cooperative Bank Ltd., and M/s. Home Trade Ltd. The said crime was transferred to EOW, GB, CB, CID, Mumbai, which registered the same as C.R.No.63 of 2002.
05.08.2004	F.I.R. at C.R.No.298 of 2004 dated 05.08.2004 has been registered at Santacruz Police Station at the instance of the Financial Controller with Beach Candy Hospital Trust Staff Provident Fund, for delayed delivery of GOI-S by M/s. Giltedge Management Service Ltd. Shri P.S. Subramanian of M/s. Rhone Paulenc Chemical (I) Ltd., also filed a written complaint with EOW, Mumbai against M/s. Giltedge Management Services Ltd., for delayed delivery of GOI-S. Both the said Complaints were investigated by EOW, Mumbai, under F.I.R. at. C.R.No.50 of 2004 (subsumes FIR at C.R. No. 298 of 2004)

P

17.02.2005	F.I.R. at C.R.No.83 of 2005 dated 17.02.2005 came to be registered at Santacruz Police Station at the instance of Senior Manager / Trustee - Mafatlal Services Ltd., alleging delayed delivery of GOI-S, at the instance of M/s. Giltedge Management Services Ltd. Shri Kaushal Kailash - the Accountant of M/s. Fosma Maritime Institute and Research Organization, filed a Complaint with EOW, Mumbai against M/s. Giltedge Management Services Ltd., for delayed delivery of GOI-S. Shri Prakash Sawant - Personal Officer - Steelage Industries Employees Ltd., in the capacity of Trustee – Steelage Industries Employees Provident Fund filed Complaint with the EOW, against M/s.Giltedge Management Services Ltd., for delayed delivery of GOI-S. Shri Vilas Jadhav Assistant Finance Management - Eurekha Forbes Ltd.; filed a Complaint against M/s. Giltedge for delayed delivery of GOI-S. All these Complaints were investigated by EOW, Mumbai, under C.R.No.13 of 2005.
	All the aforesaid 3 cases are pending trial in C.C. No.324 /P/2002 before the Court of Additional Chief Metropolitan Magistrate, 19th Court, Espalnade, and C.C. No. 197/PW/2007 (1900200/PW/2007) and C.C. No. 412/PW/2007 are pending Trial before the Court of Additional Chief Metropolitan Magistrate, 47th

	Court, Espalnade, Mumbai against the petitioner and other accused persons. The case pending before the said court involves the same allegation i.e. non delivery of Government of India – Securities
	The petitioner further submits that one of the co-accused namely Sanjay Hariram Agrawal has filed the Criminal Application before the Hon'ble High Court of Judicature at Bombay for transfer of cases registered within Maharashtra to competent court at Mumbai. In the said application interim order was granted by the Hon'ble Bombay High Court. However, the said petition has been rejected by the Hon'ble High Court mainly on the ground that court trying the case has jurisdiction in view of section 181(4) of Cr. P. Code.
18.08.2021	Hence present Transfer Petition for transfer of criminal case to the Competent Court of Additional Chief Metropolitan Magistrate, Esplanade, Mumbai.

IN THE SUPREME COURT OF INDIA

CRIMINAL ORIGINAL JURISDICTION

TRANSFER PETITION (CRL.) NO. OF 2021

(UNDER SECTION 406 CRPC 1973)

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 101878 OF 2003, 9166/2002 AND 174/2003]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused	Petitioner

AND

1.	State of Gujarat Through Secretary Ministry of Home Affairs 2nd Block, 1st Floor, Sachivalaya, Gandhinagar, Gujarat	Petitioner	Contesting Respondent

[parties are common in all the three matters]

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 100521 OF 2003]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused	Petitioner

AND

1.	Naineshbhai Arvindbhai R/o. 27, Samrat Tenement, 5th floor, Soni Faliya, Surat.	Petitioner No. 1	Contesting Respondent No.1
2.	State of Gujarat Through Secretary Ministry of Home Affairs 2nd Block, 1st Floor, Sachivalaya, Gandhinagar, Gujarat	Petitioner No.2	Contesting Respondent No.2

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 2778 OF 2004]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused	Petitioner

AND

1.	State of Gujarat Through Secretary Ministry of Home Affairs 2nd Block, 1st Floor, Sachivalaya, Gandhinagar, Gujarat.	Petitioner	Contesting Respondent

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 6840 OF 2002]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused	Petitioner

AND

1.	State of Gujarat Through Secretary Ministry of Home Affairs 2nd Block, 1st Floor, Sachivalaya, Gandhinagar, Gujarat.	Petitioner	Contesting Respondent

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 2121 OF 2002]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused	Petitioner

AND

1.	State of Gujarat Through Secretary Ministry of Home Affairs 2nd Block, 1st Floor, Sachivalaya, Gandhinagar, Gujarat.	Petitioner	Contesting Respondent

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 1578 OF 2006]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused	Petitioner

AND

1.	Sumanchandra Babaldas Darji Manager The Karamsad Urban Cooperative Bank Ltd. R/o. 1-Bhagyalaxmi Apartment, Chandra Nagar, Near Naran Nagar Road, Pardi, Ahmedabad-7, Gujarat.	Petitioner No.1	Contesting Respondent No.1
2.	State of Gujarat Through Secretary Ministry of Home Affairs 2nd Block, 1st Floor, Sachivalaya, Gandhinagar, Gujarat.	Petitioner No.2	Contesting Respondent No.2

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 244 OF 2002]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused	Petitioner

AND

1.	State of Gujarat Through Secretary Ministry of Home Affairs 2nd Block, 1st Floor, Sachivalaya, Gandhinagar, Gujarat.	Petitioner	Contesting Respondent

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 40449 OF 2016]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused No.3	Petitioner

AND

5

1.	Govt. of NCT Delhi Through Principal Secretary Home Department, I.P. Estates, New Delhi	Petitioner	Contesting Respondent No.1
2.	Sanjay Hariram Agarwal R/o. 4, Shivam Palace, Ground Floor, Chakradhar Nagar, Nallasopara (West), Dist. Palghar - 401203. Maharashtra.	Accused No.1	Contesting Respondent No.2
3.	Nandkishor Shankarlal Trivedi R/o. 3A, Pushpam, 6, Khandubai Desai Road, Vile Parle (West), Mumbai 400 056. Maharashtra	Accused No.2	Contesting Respondent No.3
4.	Subodh Chandrayal Bhandari R/o. 703-G, Govind Complex, Sector-14, Vashi, Navi Mumbai, Maharashtra.	Accused No.4	Contesting Respondent No.4

IN THE MATTER OF:

[IN CRIMINAL CASE No. 2034203 OF 2016]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused No.4	Petitioner

AND

1.	Govt. of NCT Delhi Through Principal Secretary Home Department, I.P. Estates, New Delhi.	Petitioner	Contesting Respondent No.1
2.	Sanjay Hariram Agarwal R/o. 4, Shivam Palace, Ground Floor, Chakradhar Nagar, Nallasopara (West), Dist. Palghar - 401203. Maharashtra.	Accused No.1	Contesting Respondent No.2

2.	Nandkishor Shankarlal Trivedi R/o. 3A, Pushpam, 6, Khandubai Desai Road, Vile Parle (West), Mumbai 400 056. Maharashtra	Accused No.2	Contesting Respondent No.3
4.	Subodh Chandrayal Bhandari R/o. 703-G, Govind Comple:, Sector-14, Vashi, Navi Mumbai, Maharashtra.	Accused No.3	Contesting Respondent No.4

IN THE MATTER OF:

[IN CRIMINAL CASE NO. NIL OF 2002]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused No.1	Petitioner

AND

1.	State of West Bengal Through Principal Secretary Nabanna, 13TH Floor, 325, Sarat Chatterjee Road, P.S.- Shibpur, Howrah-711102.	Petitioner	Contesting Respondent No.1
2.	Sanjay Hariram Agarwal R/o. 4, Shivam Palace, Ground Floor, Chakradhar Nagar, Nallasopara (West), Dist. Palghar - 401203. Maharashtra.	Accused No.2	Contesting Respondent No.2
3.	Subodh Chandrayal Bhandari R/o. 703-G, Govind Complex, Sector-14, Vashi, Navi Mumbai, Maharashtra.	Accused No.3	Contesting Respondent No.3
4.	Nandkishor Shankarlal Trivedi R/o. 3A, Pushpam, 6, Khandubai Desai Road, Vile Parle (West), Mumbai 400 056. Maharashtra	Accused No.4	Contesting Respondent No.4

5.	Mahindra Changalia (MBA) Director of Giltedge Management Services Ltd. R/o. 7107, Autown Grove, Hoistor, TX-77072	Accused No.5	Contesting Respondent No.5
6.	Dr. Kirti Kant Kanteseria, ENT Surgeon, Director of Giltedge Management Services, 18 Apple Hill Road, Wel Brobun, M.A., U.S.A. – 01085	Accused No.6	Contesting Respondent No.6
7.	Indramil Dey R/o. 58/44Prince Anowar Shaw Road, Kolkata, West Bengal	Accused No.7	Contesting Respondent No.7

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 147 OF 2002]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused No.4	Petitioner

AND

1.	State of Maharashtra Through Secretary Home Department, Mantralay Mumbai – 400 032, Maharashtra.	Petitioner	Contesting Respondent No.1
2.	Sunil Chattrapal Kedar R/o. Patansongi, Taluka Soner, District Nagpur 441 113. Maharashtra.	Accused No.1	Contesting Respondent No.2
3.	Ashok Namderao Choudhary R/o. 131-A, Chatrapati Nagar, Behind Chatrapati Hall, Wardha Road, Nagpur 15. Maharashtra.	Accused No.2	Contesting Respondent No.3

4.	Sanjay Hariram Agarwal R/o. 4, Shivam Palace, Ground Floor, Chakradhar Nagar, Nallasopara (West), Dist. Palghar - 401203. Maharashtra.	Accused No.3	Contesting Respondent No.4
5.	Mahendra Radheshyam Agrawal R/o. 2J, Judges Court Road, Nominpur. Kolkata 27. West Bengal.	Accused No.5	Contesting Respondent No.5
6.	Shriprakash Shantilal Poddar R/o. P-11, Devendra Datta Lane, Kolkata – 7, West Bengal.	Accused No.6	Contesting Respondent No.6
7.	Amit Sitapati Varma R/o. 103, Mrunal Apartment, Deepkunj Society, Rajnagar, Paldi, Ahmedabad, Gujrat.	Accused No.7	Contesting Respondent No.7
8.	Subodh Chandrayal Bhandari R/o. 703-G. Govind Complex. Sector-14, Vashi. Navi Mumbai, Maharashtra.	Accused No.8	Contesting Respondent No.8
9.	Nandkishor Shankarlal Trivedi R/o. 3A, Pushpam, 6, Khandubai Desai Road, Vile Parle (West), Mumbai 400 056. Maharashtra	Accused No.9	Contesting Respondent No.9
10.	Kanan Vasant Mevaval R/o. 27B, Sanjay Mahal, B-Road, Marine Drive, Next to Wankhede Stadium, Mumbai, Maharashtra	Accused No. 10	Contesting Respondent No.10
11	Suresh Damodar Peshkar 60/B, Sneha Savardha Housing Society, Jay Prakash Nagar, Khamla, Nagpur, Maharashtra	Accused No.11	Contesting Respondent No.11

<u>IN THE MATTER OF:</u>

[IN CRIMINAL CASE NO. 847 OF 2002]

	Status of Parties	
	Before Trial Court	In this Court

1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused No.19	Petitioner

AND

1.	State of Maharashtra Through Secretary Home Department, Mantralay Mumbai – 400 032, Maharashtra.	Petitioner	Contesting Respondent No.1
2.	Vasantrao Pandurangji Savurkar R/o. Gurukripa Building, Bhaji Bazar, Amravati, Maharashtra	Accused No.1	Contesting Respondent No.2
3.	Ishwardas Raosaheb Dham R/o. Hirvya Building, S.T. Stand Road, Amravati, Maharashtra.	Accused No.2	Contesting Respondent No.3
4.	Sadashiv Punjipant Maskare R/o. Vilas Nagar, Patrakar Colony, Amravati, Maharashtra.	Accused No.3	Contesting Respondent No.4
5.	Ghansyam Lahanuji Mudgal R/o. Neelkanth Chowk, Bhudhwara, Amravati, Maharashtra.	Accused No.4	Contesting Respondent No.5
6.	Bhojraj Bhaiyalalji Gupta Chunabhatti, Near Junee Samarth High School, Amravati, Maharashtra.	Accused No.5	Contesting Respondent No.6
7.	Sou. Jayaashree Jayantrao Patil R/o. Behind I.M.A. Hall, Camp Road, Amravati, Maharashtra.	Accused No.6	Contesting Respondent No.7
8.	Dnyaneshwar Mahadevrao Malode R/o. Devi Nagar, Vadalee, Amravati, Maharashtra.	Accused No.7	Contesting Respondent No.8
9.	Rajendra Kishorbhai Soni R/o. Pratap Chowk, Sarafa Line, Amravati, Maharashtra.	Accused No.8	Contesting Respondent No.9
10.	Mukundrao Sakharam Shandilya R/o. Neelkanth Chowk, Bhudhwara, Amravati, Maharashtra.	Accused No.9	Contesting Respondent No.10
11.	Jayant Krushnrao Chede R/o. Begumpura, Achalpur, Amravati, Maharashtra.	Accused No. 10	Contesting Respondent No.11

12.	Rangarao Morotrao Kale R/o. Ganediwal, Layout Camp, Amravati, Maharashtra	Accused No. 11	Contesting Respondent No.12
13.	Ajay Bhaskarrao Gande R/o. Janardan Peth, Amravati, Maharashtra.	Accused No. 12	Contesting Respondent No.13
14.	Chandulal Champalal Kela R/o. 745, Sharda Nagar, Amravati, Maharashtra.	Accused No. 13	Contesting Respondent No.14
15.	Dinkar Wamanrao Sane R/o. Kalotee Nagar, Amravati, Maharashtra.	Accused No. 14	Contesting Respondent No.15
16.	Smt. Maya Divakar Ambulkar R/o. Narayan Nagar, Amravati, Maharashtra.	Accused No. 15	Contesting Respondent No.16
17.	Sudhakar Narayan Joshi Managing Director Amravati People's Cooperative Bank Ltd. Ganesh Colony, Amravati, Maharashtra-444601.	Accused No. 16	Contesting Respondent No.17
18.	Dattatraya Nagdeorao Mavalkar R/o. Ganesh Vihar, Amravati, Maharashtra.	Accused No. 17	Contesting Respondent No.18
19.	Shrikant Tryambakarao Utikar R/o. Kishnarpan Colony, Amravati, Maharashtra.	Accused No. 18	Contesting Respondent No.19
20.	Mahendra Radheshyam Agarwal R/o. 2, J. Judges Court, Alipore, Kolkata, West Bengal.	Accused No. 20	Contesting Respondent No.20
21.	Sanjay Hariram Agarwal R/o. 4, Shivam Palace, Ground Floor, Chakradhar Nagar, Nallasopara (West), Dist. Palghar - 401203. Maharashtra.	Accused No. 21	Contesting Respondent No.21
22.	Subodh Chandrayal Bhandari R/o. 703-G, Govind Complex, Sector-14, Vashi, Navi Mumbai, Maharashtra.	Accused No. 22	Contesting Respondent No.22
23.	Nandkishor Shankarlal Trivedi R/o. 3A, Pushpam, 6, Khandubai Desai Road, Vile Parle (West), Mumbai 400 056. Maharashtra	Accused No. 23	Contesting Respondent No.23

11

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 498 OF 2002]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused No.2	Petitioner

AND

1.	State of Maharashtra Through Secretary Home Department, Mantralay Mumbai – 400 032, Maharashtra.	Petitioner	Contesting Respondent No.1
2.	Sanjay Hariram Agarwal R/o. 4, Shivam Palace, Ground Floor, Chakradhar Nagar, Nallasopara (West), Dist. Palghar - 401203. Maharashtra.	Accused No.1	Contesting Respondent No.2
3.	Subodh Chand Dayal Bhandari R/o. 703-G, Govind Complex, Sector-14, Vashi, Navi Mumbai, Maharashtra.	Accused No.3	Contesting Respondent No.3
4.	Prakash Ganesh Afle R/o. 12, Kalika Apartment, Painagar, Chinchwad, Pune-33, Maharashtra.	Accused No.4	Contesting Respondent No.4
5.	Manchand Choturam Agarwal R/o. Vatika, Plot No. 31, Sector No. 24, Tilak Road Pradhikaran, Nigadi, Pune-44, Maharashtra	Accused No.5	Contesting Respondent No.5
6.	Sunil Pratap Madakikar R/o. Plot No. 45, Sector No. 27, Pradhikaran, Nagadi, Pune-44, Maharashtra.	Accused No.6	Contesting Respondent No.6
7.	Ashok Ramakrishna Kulkarni R/o. Prasad, Scheme No. 3, Ward No. 32, Next to Yamuna Nagar, Nigadi, Pune 44, Maharashtra.	Accused No.7	Contesting Respondent No.7
8.	Lalitkumar Mohanlal Luvnath R/o.1/2, Chandralok CHS Mahavir Park, Mahavir Nagar, Chinchwad, Pune-19, Maharashtra.	Accused No.8	Contesting Respondent No.8

9.	Maniklal Bodhumal Malpani R/o. 34, Shanivar Peth, Pune, Maharashtra.	Accused No.9	Contesting Respondent No.9
10.	Satish Vithoba Gaikwad R/o. Adhinath Nagar, Bhosari, Pune, Maharashtra.	Accused No. 10	Contesting Respondent No.10
11	Umesh Madhav Inamdar R/o. Gulmohar, Plot No. 375, Sector No. 21, Yamuna Nagar, Nigadi, Pune 44, Maharashtra.	Accused No.11	Contesting Respondent No.11
12.	Balasaheb Nanasaheb Mahajan R/o. Ehsan Apartment, Plot No. 2, Prabha Housing Society, Mayur Colony, Kothrud, Pune, Maharashtra.	Accused No.12	Contesting Respondent No.12
13.	Madhav @ Abhay Ramakrishna Mote R/o. 166, Budhawar Peth, Pune, Maharashtra.	Accused No.13	Contesting Respondent No.13
14.	Nandkishore S. Trivedi R/o. 3A, Pushpam, 6, Khandubai Desai Road, Vile Parle (West), Mumbai 400 056, Maharashtra.	Accused No.14	Contesting Respondent No.14

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 357 OF 2002]

		Status of Parties	
		Before Trial Court	In this Court
	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused No.3	Petitioner

AND

1.	State of Maharashtra Through Secretary Home Department, Mantralay Mumbai – 400 032, Maharashtra.	Petitioner	Contesting Respondent No.1

2.	Sanjay Hariram Agarwal R/o. 4, Shivam Palace, Ground Floor, Chakradhar Nagar, Nallasopara (West), Dist. Palghar – 401203, Maharashtra.	Accused No.1	Contesting Respondent No.2
3.	Suresh Shivajirao Kale R/o. at 1, Erandvana, B/2/9, Krishna Nagar Society, Near Mhatre Bridge, Pune-4, Maharashtra.	Accused No.2	Contesting Respondent No.3
4.	Subodh Chandrayal Bhandari R/o. 703-G, Govind Complex, Sector-14, Vashi, Navi Mumbai, Maharashtra.	Accused No.4	Contesting Respondent No.4
5.	Ulhas Nathoba Kaloke R/o. Indira Housing Society, Senapati Bapat Road, Shivaji Nagar, Pune, Mahrasthra.	Accused No.5	Contesting Respondent No.5
6.	Dilip Venkatdas Parekh R/o. Suryaprakash, C-3, Marketside Road, Pune 37, Maharashtra.	Accused No.6	Contesting Respondent No.6
7.	Keshav Bhagwan Salunke 1728, Sadashiv Peth, Priyanka Apartment, Flat No. 5, Pune – 30, Maharashtra.	Accused No.7	Contesting Respondent No.7
8.	Balasaheb Nanasaheb Mahajan R/o. Flat No.2, Ishaan Apartment, Prabha Housing Society, Kothrud, Pune, Maharashtra.	Accused No.8	Contesting Respondent No.8
9.	Nandkishor S.Trivedi R/o. 3A, Pushpam, 6, Khandubai Desai Road, Vile Parle (West), Mumbai 400 056. Maharashtra	Accused No.9	Contesting Respondent No.9
10.	Ms. Kanan Mewawala R/o. 27B, Sanjay Mahal, B-Road, Marine Drive, Next to Wankhade Stadium, Mumbai, Maharashtra.	Accused No. 10	Contesting Respondent No.10

TRANSFER PETITION UNDER SECTION 406 CRPC 1973 SEEKING TRANSFER OF 16 CRIMINAL CASES OF TO THE CHIEF METROPOLITAN MAGISTRATE, ESPALNADE, MUMBAI

14

To,

The Hon'ble Chief Justice of India and His Companion Justices of the Hon'ble Supreme Court of India

The Humble Petition of the Petitioner abovenamed

MOST RESPECTFULLY SHOWETH:

1. The petitioner is filing the present Transfer Petition under Section 406 of CRPC, 1973 seeking transfer of 1) Criminal Case No.101878/2003 arising out FIR No. C.R. No. I-64/2002 Dated 30.07.2002 registered at Police Station Udhana, Surat, Criminal Case No.9166/2002 arising out FIR No. ICR No. 274/2002 dated 02.07.2002 at Police Station Umra, Surat and Criminal Case No. 174/2003 arising out of FIR No. CR No. I-226/2002 dated 30.08.2002 registered at Police Station Rander, Surat pending before Additional Chief Judicial Magistrate Surat, Criminal Case No.100521/2003 arising out of FIR No.I- 274/2002 dated 06.08.2002 registered at Police Station Varaccha, Surat pending before Additional Chief Judicial Magistrate/ Judicial Magistrate First Class, Surat, Criminal Case No.2778/2004 arising out of FIR/Mcase No. 3 of 2002 dated 16.07.2002 registered at Police Station Gandevi, Navsari pending before Additional Chief Judicial Magistrate, Gandevi, Criminal Case No. 6840/2002 arising out of FIR No. I-93 of 2002 dated 18.08.2002 registered at Police Station, Navsai Town, Navsari pending before Chief Judicial Magistrate, Navsari, Criminal case No. 2121/2002 arising out of FIR No. I-119/2002 dated 10.06.2002 filed at Police station Valsad City, Valsad pending before Chief Judicial Magistrate, Valsad, Criminal Case No.1578/2006 arising out of FIR/M. Case no. 29/2002 dated 13.06.2002 registered at Police Station, Vidya Nagar, Anand pending before Additional Chief Judicial Magistrate, Anand, Criminal Case No.244/2002 arising out of FIR/M.case No. 22 of

15

2002 (C.R. No. I-226 of 2002) dated 7.6.2002 registered at Police Station Morbi pending before 2nd ACJM, Morbi **all in Gujarat** and 2) Criminal Case No.40449/2016 arising out of FIR No. 280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New Delhi pending before Additional Chief Metropolitan Magistrate, Patiala House Court, New Delhi, Criminal Case No. 2034203/2016 arising out of FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi pending before Chief Metropolitan Magistrate, Saket Court, New Delhi both at **New Delhi** and 3) Criminal Case No. Nil/2002 arising out of FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North parganas, West Bengal pending before Barrackpore Court, Kolkata, **West Bengal** and 4) Criminal case No. 147/2002 arising out FIR at C.R. No. 97 of 2002 dated 25.04.2002 and C.R. No. 101 of 2002 dated 29.04.2002 both registered at Ganeeshpeth Police Station pending before 155-2nd Additional Judicial Magistrate First Class, Nagpur, Criminal Case No.847/2002 arising out of FIR at C.R. No. 75 of 2002 dated 15.05.2002 registered at City Kotwali Police Station, Amravati pending before Chief Judicial Magistrate, Amravati, Criminal case No.498/2002 arising out of FIR at C.R. No. 102 of 2002 dated 08.05.2002 registered at Pimpiri Police Station, Pune pending before Judicial Magistrate, First Class, Pimpri, Pune, Criminal Case No. 357/2002 arising out of FIR at C.R. No. 65 of 2002 dated 15.05.2002 registered at Police Station Vishrambaug, Pune pending before 3rdJudicial Magistrate First Class, Shivaji Nagar, Pune, to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai where 3 cases involving same allegations are pending.

1A. That no transfer petition with respect to aforesaid cases has been filed by the petitioner before this Court or any other court for the same relief.

2. The petitioner No.1 is the accused in all the aforesaid cases. The petitioner is the permanent resident of Mumbai Maharashtra.

3. That the present petition is being filed in an extraordinary circumstances where the petitioner 60 years has been accused in 19 criminal cases filed in 4 different states and for last 20 years the trial has not attained finality even in a single case. Infact, out of the 19 cases, trial in 16 cases have not even begun and in the other 3 cases only few witnesses have been examined while several remain. The predominant reason behind the delay is the location of witnesses and accused in making their availability next to impossible. This has resulted in delay of justice to the petitioner as it is the case of the petitioner that he has been falsely implicated in these cases and no offence has been committed by the petitioner. It is in this background that the present transfer petition is being filed to transfer 16 cases pending before different courts to be transferred in Court at Mumbai where 3 cases are already pending so that the trial could be expeditiously completed. A brief chart showing the status of all the cases of which transfer is being sought is filed herewith and marked as **Annexure P-1** (Page Nos. 37 to 39).

FACTS

3.1 That the petitioner was the Director of M/s Glitedge Management Services Pvt. Ltd. (hereinafter referred to as 'the Company'). The company has been incorporated on 1989 and since then has been dealing in stocks and securities.

3.2 In the years 2000 to 2002, all the Co-operative banks were mandatorily required to invest a prescribed percentage of their surplus funds in Government of India Securities (GOI-S) to meet their SLR (Statutory Liquidity Ratio) requirements.

3.3 The Banks had two options: either to buy GOI-S in electronic form i.e. SGL (D-Mat) or in physical form. All the Banks preferred to deal in securities in physical form because:

i. The main purposes of the Banks to buy GOI-S was to make delivery based investment to meet their SLR, to earn steady interest and to earn/book the profits by churning their investment portfolio at regular interval especially before the end of the financial year.

ii. Securities in physical form were traded at discounted rates compared to the same securities traded in electronic D-Mat form, whereas for the purpose of valuation, the price of securities in physical form was at par with price quoted for securities in D-Mat form.

iii. At the relevant times D-Mat (CSGL) facilities were locally not available to the Banks as very few Banks were offering CSGL account facilities. Therefore, many cooperative Banks do not have their CSGL accounts and hence, they preferred to deal with securities in physical form.

iv. Interstate transfer of securities in Electronic form was not possible. The seller holding securities in SGL was mandatorily required it to convert into physical form before giving delivery to the interstate buyer. The buyer if wish to keep security in D-Mat form, then local RBI would convert it into D-mat again.

v. That most GOI-S in physical form were available in the "marketable" as well as "odd" lots. Odd lots were generally traded at further discounted rates.

3.4 The company has been engaged in several transactions with M/s Home Trade Ltd. (HTL) a company registered with Bombay Stock Exchange and National Stock Exchange and deals in Government of India Securities. The company had running book transactions with M/s Home Trade Ltd. HTL used to procure physical securities from the various organizations& institutions across India. During the relevant time, HTL was dealing with more than 250 institutions including Banks across India. To give price benefits to its clients, HTL used to buy securities in odd lots. Once securities were received alongwith blank transfer forms from the seller, the next step was to get the securities and transfer forms verified from the RBI's Regional offices in whose jurisdiction the securities records were maintained. If the securities were purchased from different states, they would be sent to the regional offices of the RBI for verification. Once verification process was over, next step was to get the securities converted into marketable lots and simultaneously get them transferred in the name of HTL. After receiving the duly transferred securities the HTL would dispatch the same to its respective customers along with duly blank transfer deeds duly signed by the authorized signatory of HTL. And if the customer wished to take delivery of the securities in SGL form then it required one more step of D-materialization/conversion of the securities in electronic form.

3.5 This aforesaid entire process and time involved in the same was within public domain and especially all Banks were fully aware about the time lag between the issuance of the contract note and actual receipt of the securities.

3.6 As alleged company has entered into transaction with the complainant in some of the FIR's for delivery of physical Government of India Securities. The Company has in turn entered into transaction with M/s Home Trade Ltd. for providing Government of India Securities. In the years 2000 to 2002, the GOI-S security market had seen unprecedented volatility due to constantly changing Bank rates. The Banks were flooded with surplus funds and the GOI Security market was at all time high during the last 100 years. due to the volatility in the GOI-S market the security prices were going up leaps and bounds. The Bankers instead of waiting for delivery chose to liquidate their buying and book the profits and book another security which had potential to give them higher returns. Initially HTL accommodated all the Banks by buying their securities in its own proprietary books but the Banks made it a regular practice of indulging into trading in government securities rather than taking delivery and holding in their portfolio for purpose of investment. Such last minute changes in the Banks decision to not to wait for physical securities already purchased by them and to buy new securities again in physical form completely choked up the working capital of HTL which resulted into delayed deliveries. Accordingly, Home Trade could not provide the Government of India Securities and FIR's came to be registered against the Directors and employees of Home Trade Ltd. and also against the petitioner alleging collusion and was acting on behalf of M/s Home Trade Ltd. The allegations in all the FIR are same that money has been paid for purchase of physical Government of India Securities but the same has not been delivered to them.

4. That details of the FIR are as follows:-

State of Gujarat

4.1 That the Udhana Citizen Co-op. Bank Ltd. filed a complaint before Police Station Udhana, Surat for Cheating, Criminal Misappropriation and criminal breach of trust. An FIR no. C.r. No.I-64/2002 Dated 30.07.2002was registered against the petitioner with other accused U/s 406, 409, 420, 465, 467, 468, 471,114 of IPC. In the said case the chargesheet has been submitted and Criminal Case No. 101878 of 2003 is pending before Additional Chief Judicial Magistrate, Surat against the petitioner. True translated copy of the FIR No. C.R. No.I-64 of 2002 dated 30.07.2002 registered at Police State Udhana, Surat is filed herewith and marked as **Annexure P-2** (Page Nos. 40 to 60).

4.2 That the Surat Mahila Nagrik Cooperative Bank Limited got the FIR No.ICR No.274/2002 dated 02.07.2002 registered U/s 465, 467, 468, 471, 420 r/w 120-B, 114 of IPC at Police Station Urma, Surat against the petitioner and other accused persons. In the said case charges Sheet has been filed and a Criminal case no.9166/2002 is pending trial before ACJM Court, Surat against the petitioner. True translated copy of the FIR No. ICR No.274 of 2002 dated 02.07.2002 registered at Police Station Varaccha, Surat is filed herewith and marked as **Annexure P-3** (Page Nos. 61 to 70).

4.3 That the Adajan Nagrik Co-op. Bank Ltd. got the FIR No.C.R. No.I-226/2002 dated 30.08.2002 registered U/s 406, 409, 420, 421, 422, 423 r/w 120-B, 34 and 114 of IPC at Police Station Rander, Surat against the petitioner and other accused persons. In the said case chargesheet has been filed and a Criminal Case No.174/2003is pending Trial before

ACJM Court, Surat. True translated copy of the FIR No. C.R. No.I-226 of 2002 dated 30.08.2002 registered at Police Station Rander, Surat is filed herewith and marked as **Annexure P-4** (Page Nos. 71 to 92).

4.4 That the Surat Nagrik Co-op. Bank Ltd. got the FIR no.I-274/2002 dated 06.08.2002 registered at Police Station Varachha, Surat against the petitioner and other accused persons. In the said case charge sheet has been filed and the Criminal case No. 100521 of 2003 is pending before ACJM Court, Surat. True translated copy of FIR No. I-274 of 2002 dated 06.08.2002 registered at Police Station Varachha, Surat is filed herewith and marked as **Annexure P-5** (Page Nos. 93 to 104).

4.5 That the Gandevi Peoples Co-op Bank Ltd. got registered the FIR/Mcase No. 3 of 2002 dated 16.07.2002 at Police Station Gandevi, District-Navsari against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 2778 of 2004 is pending Trial before 1st CJM Court, Gandevi. True translated copy of the FIR/Mcase No. 3 of 2002 dated 16.07.2002 registered at Police Station Gandevi, Navsari is filed herewith and marked as **Annexure P-6** (Page Nos. 105 to 123).

4.6 That the Navsari Peoples' Co-op Bank Ltd. got the FIR no. I-93/2002 dated 18.08.2002 registered at Police Station Navsari Town, Navsari against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 6840/2002 is pending before CJM Court, Navsari. True translated copy of the FIR No. I-93 of 2002 dated 18.08.2002 registered at Police Station, Navsari Town, Navsari is filed herewith and marked as **Annexure P-7** (Page Nos. 124 to 140).

4.7 That the Sheth B.B.Shroff Balsar Peoples Co-op Bank Ltd. got registered the FIR No. C.R. No.I-119/2002 dated 10.06.2002 at Police

Station Valsad City, Valsad against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 2121 of 2002 is pending before CJM Court, Valsad. True translated copy of the FIR No. C.R. No.I-119/2002 dated 10.06.2002 filed at Police station Valsad City, Valsad is filed herewith and marked as **Annexure P-8** (Page Nos. 141 to 190).

4.8 That the Karamsad Urban Co-Op. Bank Ltd. got the FIR/M. Case no. 29/2002 dated 13.06.2002 registered at Police Station, Vidya Nagar, Anand against the petitioner and other accused. The said case was investigated by EoW Anand. In the said case the chargesheet has been filed and the Criminal Case No. 1578of 2006 is pending trial before Court of ACJM Court, Anand. True translated copy of the FIR/M. Case No. 29 of 2002 dated 13.06.2002 at Police Station Vidya Nagar, Anand is filed herewith and marked as **Annexure P-9** (Page Nos. 191 to 203).

4.9 That Chairman Morbi Nagriksahkari Bank got FIR No. 22 of 2002 (C.R. No. I-226 of 2002) dated 07.06.2002 registered at Police Station Morbi City, District Rajkot against the petitioner and other accused. The said case has been investigated and chargesheet has been filed and the SPCS No. 244 of2002 is pending trial before Court of 2nd ACJM Court, Morbi. True translated copy of the FIR/M.case No. 22 of 2002(C.R. No. I-226 of 2002) dated 7.6.2002 registered at Police Station Morbi is filed herewith and marked as **Annexure P-10** (Page Nos. 204 to 218).

Govt. of NCT Delhi

4.10 That M/s Bajaj Capital Ltd. got an FIR No. 280 of 2002 dated 04.05.2002 at Police Station Connaught Place registered against the petitioner and other accused. After investigation chargesheet has been filed and the case is pending Trial in Criminal Case No. 40449/2016 pending before Additional Chief Metropolitan Magistrate, Patiala House

Court, New Delhi. True copy of the FIR No. 280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New Delhi is filed herewith and marked as **Annexure P-11** (Page Nos. 219 to 230).

4.11 That M/s V. S. Infrastructure Capital Ltd. and M/s PNR Securities Ltd. got the FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar, Delhi against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 2034203/2016 is pending Trial before Chief Metropolitan Magistrate, South, Saket, New Delhi. True Copy of the FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi is filed herewith and marked as **Annexure P-12** (Page Nos. 231 to 240).

State of West Bengal

4.12 That Vice Chairman of Bhatpara Naihati Co-operative Bank Ltd. got the FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North Parganas, West Bengal against the petitioner and other accused. The chargesheet has been filed and the case is pending before the Barrackpore Court, Kolkata. True translated copy of the FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North parganas, West Bengal is filed herewith and marked as **Annexure P-13** (Page Nos. 241 to 250).

State of Maharashtra

4.13 The then Chairman of Nagpur District Central Cooperative Banks (NDCCB) lodged F.I.R. No.97 of 2002 at Ganeshpeth Police Station, Nagpur for offence punishable under Section 406,420 r.w. 34 Indian Penal Code against 5 Companies including M/s. Glitedge Management Ltd. As alleged, in the said transaction there was a delayed delivery of GOI-S to NDCCB. True translated copy of the FIR No. 97 of 2002 dated 25.04.2002 registered at Police Station Ganeshpeeth, Nagpur is filed herewith and marked as **Annexure P-14** (Page Nos. 251 to 267).

4.14 That another FIR as C.R.No. 101 of 2002 dated 29.04.2002 at Ganeshpeth Police Station, Nagpur, came to be registered by the Special Auditor against the management of NDCCB alongwith other accused person including the petitioner. True translated copy of the FIR as C.R. No. 101 of 2002 dated 29.04.2002 registered at Police Station Ganeshpeeth, Nagpur is filed herewith and marked as **Annexure P-15** (Page Nos. 268 to 275).

4.15 That the Investigation in both the crimes i.e. C.R.No.97 of 2002 and C.R.No.101 of 2002, was conducted by State CID, Nagpur Unit. After investigation, charge sheet was filed in the Court of the learned Judicial Magistrate First Class, Court No. 1, Nagpur, clubbing both the F.I.R.s since the subject matter and the documents relied upon in both the F.I.R.s were same. The case came to be numbered as C.C.No.147 of 2002 and the offences alleged were under Sections 406, 409, 468, 471, 120B, 34 Indian Penal Code. In this case there are 11 accused including the petitioner and 146 witnesses.

4.16 That F.I.R. at C.R.No.75 of 2002 came to be registered at City Kotwali Police Station at Amravati at the instances of the Divisional Assistant Registrar, Cooperative Department, Audit Branch, Amravati Division. The crime was registered against the Director and office bearers of M/s. Amravati Peoples Cooperative Bank Ltd., M/s. Century Dealers Pvt. Ltd., M/s.Giltedge Management Services Ltd. The offences alleged are under Sections 406, 409, 420, 468, 34 Indian Penal Code. True translated copy of the FIR No. 75 of 2002 dated 15.05.2002 registered at

City Kotwali Police Station, Amravati is filed herewith and marked as **Annexure P-16** (Page Nos. 276 to 292).

4.17 After investigation charge sheet was filed in the Court of the learned Chief Judicial Magistrate, Amravati against 23 Accused including the petitioner and 121 witnesses. The case is numbered as C.C.No.847 of 2002.

4.18 That FIR at C.R.No.102 of 2002 came to be registered at Pimpri Police Station, Pune, at the instance of the District Special Auditor, Division-I, Cooperative Societies, Pune against the Directors and officer bearers of Shri Sadguru Jangali Maharaj Sahakari Bank Ltd., Pune and M/s.Home Trade Ltd. True translated copy of FIR No. 102 of 2002 dt.8-5-02 registered at Pimpiri Police Station, Pune is filed herewith and marked as **Annexure P-17** (Page Nos. 293 to 314).

4.19 The said crime was investigated by the Crime Branch, Pune City, and charge sheet filed in the Court of the learned Judicial Magistrate First Class, Pimpri, and the case has been numbered as C.C. No. 498 of 2002 and is pending trial. There are 14 Accused including the petitioner and 69 witnesses.

4.20 That F.I.R. at C.R.No.65 of 2002 came to be lodged at Vishrambaug Police Station at the instance of the Special Auditor, Cooperative Society, Division-II, against the Directors and officer bearers of Suvarnayug Sahakari Bank Ltd., Pune and, M/s.Home Trade Ltd. True translated copy of the FIR at C.R. No. 65 of 2002 dated 15.05.2002 registered at Police Station Vishrambaug, Pune is filed herewith and marked as **Annexure P-18** (Page Nos. 315 to 318).

4.21 The said Crime was investigated by Crime Branch, Pune pursuant to which charge sheet was filed in the Court of the learned 3rd Judicial Magistrate First Class, Shivaji Nagar, Pune, and case numbered as C.C.No.357 of 2002. There are 11 accused including the petitioner and 104 witnesses and the case is pending Trial.

4.22 That 3 cases being C.C. No.324 /P/2002 is pending Trial before the Court of Additional Chief Metropolitan Magistrate, 19th Court, Espalnade, and C.C. No. 197/PW/2007 (1900200/PW/2007) and C.C. No. 412/PW/2007 are pending Trial before the Court of Additional Chief Metropolitan Magistrate, 47th Court, Espalnade, Mumbai against the petitioner and other accused persons. The case pending before the said court involves the same allegation i.e. non delivery of Government of India – Securities. The details of the FIR's involved in all the three cases are as under:-

a) F.I.R. at C.R. No. 81 of 2002 dated 16.05.2002 came to be registered at L.T. Marg Police Station at the instance of the Special Auditor, under the Divisional Joint Registrar, Cooperative Societies (Audit), Bombay Division, New Bombay, against the Directors and office bearers of Raghuvanshi Cooperative Bank Ltd., and M/s.Home Trade Ltd. The said crime was transferred to EOW, GB, CB, CID, Mumbai, which registered the same as C.R.No.63 of 2002. True translated copy of the FIR at C.R. No. 81 of 2002 (renumbered as 53 of 2002) dated 16.5.2002 registered at L.T. Marg Police Station is filed herewith and marked as **Annexure P-19** (Page Nos. 319 to 326).

b) F.I.R. at C.R.No.298 of 2004 dated 05.08.2004 has been registered at Santacruz Police Station at the instance of the Financial

Controller with Beach Candy Hospital Trust Staff Provident Fund, for delayed delivery of GOI-S by M/s.Giltedge Management Service Ltd. Shri P.S. Subramanian of M/s.Rhone Paulene Chemical (I) Ltd., also filed a written complaint with EOW, Mumbai against M/s.Giltedge Management Services Ltd., for delayed delivery of GOI-S. Both the said Complaints were investigated by EOW, Mumbai, under F.I.R. at. C.R.No.50 of 2004 (subsumes FIR at C.R. No. 298 of 2004). True translated copy of the FIR at C.R. No. 298 of 2004 dated 05.08.2004with summary of charge investigated by EOW, Mumbai, Maharashtra is filed herewith and marked as **Annexure P-20** (Page Nos. 327 to 335).

c) F.I.R. at C.R.No.83 of 2005 dated 17.02.2005 came to be registered at Santacruz Police Station at the instance of Senior Manager / Trustee - Mafatlal Services Ltd., alleging delayed delivery of GOI-S, at the instance of M/s. Giltedge Management Services Ltd. Shri Kaushal Kailash - the Accountant of M/s. Fosma Maritime Institute and Research Organization, filed a Complaint with EOW, Mumbai against M/s. Giltedge Management Services Ltd., for delayed delivery of GOI-S. Shri Prakash Sawant - Personal Officer - Steelage Industries Employees Ltd., in the capacity of Trustee – Steelage Industries Employees Provident Fund filed Complaint with the EOW, against M/s.Giltedge Management Services Ltd., for delayed delivery of GOI-S. Shri Vilas Jadhav Assistant Finance Management - Eurekha Forbes Ltd., filed a Complaint against M/s. Giltedge for delayed delivery of GOI-S. All these Complaints were investigated by EOW, Mumbai, under C.R.No.13 of 2005. True translated copy of FIR at C.R. No. 83 of 2005 dated 17.02.2005 with summary of charge investigated by EOW, Mumbai, Maharashtra is filed herewith and marked as **Annexure P-21** (Page Nos. 336 to 344).

5. That the petitioner further submits that one of the co-accused namely Sanjay Hariram Agrawal has filed the Criminal Application before the Hon'ble High Court of Judicature at Bombay for transfer of cases registered within Maharashtra to competent court at Mumbai. In the said application interim order was granted by the Hon'ble Bombay High Court. However, the said petition has been rejected by the Hon'ble High Court mainly on the ground that court trying the case has jurisdiction in view of section 181(4) of Cr. P. Code.

6. That in view of above petitioner craves leave to transfer criminal case as mentioned in para 1 to the Court of Additional Chief Metropolitan Magistrate, Esplanade, Mumbai on the following grounds:

GROUNDS

(A) Because section 406 of Code of Criminal Procedure, 1973 grants plenary powers to this Hon'ble Court to transfer any case which the court deems expedient for the ends of justice. Fair and speedy trial are the two pillars of the administration of justice. 20 years where the trial has not even been started in 19 cases and the manner in which the trial is proceedings it will take several years, the pillars of justice are not only destroyed but vandalized.

(B) Because an accused has a right to be present in all cases on all dates before the trial court and the same is also required by law. The fact that cases are in different states, it is almost impossible that accused could be present in all cases and therefore the trial will drag for several years defeating the ends of justice whereas if the cases is consolidated before one trial court, the same will expedite the trial.

(C) Because, the right to seek transfer is statutorily available to the petitioner for the ends of justice. In the present case not only that most of the witness are from Mumbai but the accused who are named in all the cases are located in Mumbai.

(D) Because the transfer of case will not only help the prosecution agency as the trial would be expedited but will also ensure speedy justice to the petitioner.

(E) Because in the cases which are sought to be transferred and those which are in Mumbai several accused are common. Further allegations in all the case are common that is delayed delivery of Government of India-Securities.

(F) Because most part of the transaction has taken place in Mumbai, therefore most of witness are from Mumbai.

(G) Because all the offences are registered against M/s Home Trade Ltd. and M/s Glitedge Management Services Ltd. in different states in India. It is submitted that if all the cases are not dealt with by one court for its trial, both the accused and prosecution agency would be put to unnecessary hardship as the prosecution will have to produce the same evidence repeatedly and the accused will have to test its credibility every time for determining the same question.

(H) Because separate offences being tried in separate court will lead to different conclusion which would result in complete chaos. It is to avoid such complicity it is required that all the cases be consolidated and brought under one umbrella for its trial in accordance with law.

(I) Because the nature of allegation are identical in all the cases the interpretation whether delay in delivery of Government of India securities would attract an offence under Indian Penal Code or not. To judge the said allegation entire 19 cases need to be looked into a holistic manner by one court as it is difficult to contend that in one case delay in delivery will not attract the offence but in other case it will. The Company including Home Trade Ltd. during the relevant period has entered into several transaction of same nature with 100's of persons and no complaint whatsoever has been made by any one of them. Trying the cases before one Court will be the only way to ensure fair trial.

(J) Because even section 219 of the Code of Criminal Procedure requires that such cases should be tried before one court. Although the section limits the cases to 3 but it definitely gives an indication that in such cases the court should exercise their power of transfer for the ends of justice.

(K) It is the settled position of law that ordinarily in case where the allegation pertains to same nature of transaction all the subsequent complaints/FIR should be investigated by the same police where the first complaint was made. In that view of the matter the investigation done suffers from a procedural fault and therefore could have been quashed. It is submitted that if the case would have been investigated by one investing officer, the trial would have been conducted at one place only. However, since the chagesheet has been filed and the petitioner is facing trial at place, in the facts and circumstances, the trial should be conducted before one court. In this present case, apart from aforesaid reasons, Mumbai is the location where more than one FIR has been lodged and therefore the court at Mumbai would be appropriate court where the trial for the case should be conducted.

7. That in view of aforesaid grounds the petitioners have approached this Hon'ble Côurt by way of filing the present transfer petition. The present petition is filed bonafide for the ends of justice.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may graciously be pleased to:

a) transfer Criminal Case No. 101878/2003 arising out FIR No.C.R. No. I-64/2002 Dated 30.07.2002 registered at Police Station Udhana, Surat, Gujarat pending before Additional Chief Judicial Magistrate Surat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai

b) transfer Criminal Case No. 9166/2002 arising out of FIR No. ICR No.274/2002 dated 02.07.2002 at Police Station Umra, Surat pending before Additional Chief Judicial Magistrate Surat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai

c) transfer criminal case No.174/2003 arising out of FIR no. 226/2002 dated 30.08.2002 registered at Police Station Rander, Surat pending before Additional Chief Judicial Magistrate Surat, Gujarat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai.

d) transfer Criminal Case No. 100521/2003 arising out of FIR no. 274/2002 dated 06.08.2002 registered at Police Station Varachha, Surat pending before Additional Chief Judicial Magistrate/ Judicial Magistrate First Class, Surat, Gujarat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai.

e) transfer Criminal Case No.2778/2004 arising out of FIR/Mcase No. 3 of 2002 dated 16.07.2002 registered at Police Station Gandevi, Navsari pending before Additional Chief Judicial Magistrate, Gandevi, Gujarat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai.

f) transfer Criminal Case No. 6840/2002 arising out of FIR No. I-93 of 2002 dated 18.08.2002 registered at Police Station, Navsai Town, Navsari pending before Chief Judicial Magistrate, Navsari, Gujarat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai

g) transfer Criminal case No.2121/2002 arising out of FIR No. I-119/ 2002 dated 10.06.2002 filed at Police station Valsad City, Valsad pending before Chief Judicial Magistrate, Valsad, Gujarat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai

h) transfer Criminal Case No.1578/2006 arising out of FIR/M. Case no. 29/2002 dated 13.06.2002 registered at Police Station, Vidya Nagar, Anand pending before Additional Chief Judicial Magistrate, Anand, Gujarat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai

i). transfer Criminal Case No. 244/2002 arising out of FIR/M.case No. 22 of 2002 (C.R. No. I-226 of 2002)dated 7.6.2002 registered at Police Station Morbi pending before 2nd ACJM, Morbi, Gujarat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai

j) transfer Criminal Case No.40449/2016 arising out of FIR No. 280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New Delhi pending before Additional Chief Metropolitan Magistrate, Patiala House Court, New Delhi to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai,

k) transfer Criminal Case No.2034203/2016 arising out of FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi pending before Chief Metropolitan Magistrate, Saket Court, New Delhi **to** Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai

l) transfer Criminal Case No. Nil/2002 arising out of FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North parganas, West Bengal pending before Barrackpore Court, Kolkata, West Bengal **to** Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai

m) transfer Criminal case No.147/2002 arising out FIR No. 97 of 2002 and 101 of 2002 both registered at Ganeeshpeth Police Station pending before 155-2nd Additional Judicial Magistrate First Class, Nagpur **to** Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai

n) transfer Criminal Case No.847/2002 arising out of FIR at C.R. No. 75 of 2002 dated 15.05.2002 registered at City Kotwali Police Station, Amravati pending before Chief Judicial Magistrate, Amravati **to** Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai

o) transfer Criminal case No. 498/2002 arising out of FIR at C.R. No. 102 of 2002 registered at Pimpiri Police Station, Pune pending before Chief Judicial Magistrate, First Class, Pimpri, Pune **to** Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai.

p) transfer Criminal Case No. 357/2002 arising out of FIR at C.R. No. 65 of 2002 dated 15.05.2002 registered at Police Station Vishrambaug, Pune pending before 3rd Judicial Magistrate First Class, Shivaji Nagar, Pune, **to** Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai.

34

q) pass such further order [s] as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

AND FOR THIS ACT OF KINDNESS THE PETITIONER [S] AS IN DUTY BOUND SHALL EVER PRAY.

DRAWN ON: 14.08.2021. FILED BY:

PAWANSHREE AGRAWAL
Advocate for the Petitioner
B-3, Sagar apartments
6, TilakMarg
NEW DELHI 110 001

Place: New Delhi
Date: 18.08.2021

IN THE SUPREME COURT OF INDIA
CRIMINAL ORIGINAL JURISDICTION
TRANSFER PETITION (CRL.) NO. OF 2021

IN THE MATTER OF:-

KETAN KANTILAL SETH ... PETITIONER

VERSUS

STATE OF GUJARAT ETC. ETC. ...RESPONDENTS

AFFIDAVIT

I, Ketan Kantilal Seth, S/o. Shri Kantilal Seth, Aged about 59 years, R/o 702, B Wing, Sabnam Apartment, Barfiwala Lane, Juhu Gali, Andheri West, Mumbai-400049, do hereby solemnly affirm and declare as under:-

1. That I am the petitioner in the above noted matter and I am well acquainted with the facts and circumstances of the case. I am competent to swear this affidavit

2. That the accompanying Transfer Petition [Pages 1 to 34] Para 1 to 7, List of Dates and Facts [Pages B to Or] and Interlocutory Application [s] have been drawn by my Advocate under my instructions. I have read and understood the contents of the above and I say that the same are true and correct to my knowledge and belief and I believe the same to be true.

3. That the Annexures filed herewith are true copies of their respective originals.

DEPONENT

NOTARY
TRIBHUWANNATH SHARMA
Andheri East, Mumbai
Maharashtra
Regn.No.15545
GOVT. OF INDIA

36

VERIFICATION:

I, the abovenamed deponent, do hereby verify that the contents of para-1 to Para-3 of above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

Solemnly affirmed on the _____ day of August, 2021 at Mumbai.

DEPONENT

BEFORE ME

14-08-21

TRIBHUWANNATH SHARMA
M.A., Literature (English), LL.B. (Bo...)
ADVOCATE & NOTARY GOVT. OF INDIA
PRAKASH WADI, R. NO. 5, A. K. Road,
Andheri (E), Mumbai-400 093.

Reg. No. 14
Sr. No. 3030
Dt. 14/08/2021

NOTARY
TRIBHUWANNATH SHARMA
Andheri East, Mumbai
Maharashtra
Regn. No 15545
GOVT. OF INDIA

NOTARIAL

ANEXURE-P-1

Sl. No.	FIR No.	Place & Police Station	Court trying the offence	No. of Accused	No. of witness	Stage of trial
1	64/2002 dated 30.07.2002	Udhana, Surat	ACJM, Surat	6 (all from Mumbai)	13	No charges have been framed
2	274/2002 dated 02.07.202	Umra, Surat	ACJM, Surat	7(All from Mumbai)	15	No charges have been framed
3.	226/ 2002 dated 30.08.2002	Randher, Surat	ACJM, Surat	17 (all from Mumbai and outside India)	5	No charges have been framed
4.	274/ 2002 dated 06.08.2002	Varaccha, Surat	ACJM/JMFC, Surat	19 (all from Mumbai)	14	No charges have been framed
5.	M. Case No. 3 of 2002 dated 16.07.2002	Gandevi, Navsari	ACJM, Gandevi	14 (all from Mumbai)	13	Only charge have been framed against the petitioner. No charges framed against other accused
6.	I-93/ 2002 dated 18.08.2002	Navsari Town, Navsari	CJM, Navsari	13 (all Mumbai)	27	No charges have been framed
7.	I-119/ 2002 dated 10.06.2002	Valsad City, Valsad District	CJM, Valsad	11 (All Mumbai).	15	No charges have been framed
8.	M. Case No. 29/2002 dated 13.06.2002	Vidhyanagar, District Anand	ACJM, Anand	9 (7 from Mumbai and 2 from Ahmedabad)	22	No charges have been framed
9.	22/ 2002 dated 07.06.2002	Morbi	2nd ACJM, Morbi	6 (4 from Mumbai and 2 from Ahmedabad)	18	No charges have been framed
10.	280/ 2002 dated 04.05.2002	Connaught Place, New Delhi	ACMM, Patiala House Court	4 (all from Mumbai)	23 (10 outside Delhi)	Charges have been framed – 10 witness have been examined

11.	242/ 2002 dated 17.06.2002	Sarojini Nagar, New Delhi	CMM, Saket Court	4 (All from Mumbai)	13 (5 outside Delhi)	Charges have been framed. Examination in Chief of first witness has started
12.	298/ 2002 dated 22.08.2002	Jagatdal, 24 North Parganas, West Bengal	Barrackpore Court, Kolkata	5 (4 from Mumbai and 1 from Kolkata)	13	No charges have been framed
13.	97/ 2002 dated 25.04.2002 and 101/ 2002 dated 29.04.2002	Ganeshpeth, Nagpur	155 2nd AJM, First Class, Nagpur	11 (9 from Mumbai and 2 from Nagpur)	146 (100 witness outside)	Charges framed – 52 witnesses have been examined
14.	75/ 2002 dated 15.05.2002	City Kotwali Police Station, Amravati	CJM, Amravati	23 (4 from Mumbai, 1 from Kolkata and 18 from Amravati)	121 (83 witness outside)	No charges have been framed
15.	C.R. No. 102 dated 08.05.2002	Pimpri, Pune	Judicial Magistrate First Class, Pimpri, Pune	14 (4 from Mumbai and 10 from Pune)	69 (23 witness outside)	No charges have been framed
16.	C.R. No. 65/ 2002 dated 15.05.2002	Vishrambaug, Pune	3rd Judicial Magistrate First Class, Shivaji Nagar, Pune	11 (5 from Mumbai and 6 from Pune)	102 (34 witness outside)	No charges have been framed
17.	C.R. No. 81 of 2002 (renumbered as 63 of 2003) dated 16.5.2002	L.T. Marg, Mumbai, Maharashtra	ACMM Court No. 19, Mumbai	15 (all from Mumbai)	30 witness (25 from Mumbai, 5 from Pune)	No charges have been framed
18.	FIR at C.R. No. 298 of 2004 dated 05.08.2004	EOW, Mumbai, Maharashtra	ACMM Court No.47, Mumbai	4 (all from Mumbai)	13 witness (10 from Mumbai, 3 from outside)	No charges have been framed
19.	FIR at C.R. No. 83 of 2005 dated 17.02.2005 investigated by	EOW, Mumbai, Maharashtra	ACMM Court No. 47, Mumbai	4 (all from Mumbai)	17 witness (15 from Mumbai, 2 from outside)	No charges have been framed

Total No. Of witness in all 19 cases are 689.

Out of which 315 witness are from outside and amongst these witness, 236 witness are from Mumbai.

True copy

ANNEXURE-P.2

40

First Information Report of Cognizable Offence

[under section 154 of Criminal Procedure Code]

District:- Surat Police Station:- Udhna Station

Year:- 2002 FIR No. C.R. No. I - 64/2002 Date:- 30.07.2002.

Date and time of occurrence of offence:-

During 5/03/2002 to 29/04/2002.

---

(1) Information received at P.S.:- Date - 30.7.2002 at 21.15 HOURS PI 21.20 PSO HOURS

(2) Direction and distance from Police Station:- The Udhna Citizen Co.Operative Bank Ltd., Udhna Shed No.14 building, Udhna, Surat

(3) Date of sending to Police Station: 30/07/2002.

(4) Name and address of Complainant / Informant Shri R. Narayan, aged 41, Res/o 63, Saurabh Society, Morabhagal, Rander Road, Surat, Telephone (H) 276-8895 and 8676970 / 8790501

(5) Names and addresses of accused persons, full particulars [Details of known/suspected/unknown accused with full particulars]

(1) Sanjay Hariram Agrawal who is Home Day Limited Chairman and Chief Executive Officer whose address is Juhu Shalimar C. SS Limited, 7th Floor, Gulmohar Cross Shed No.10, Juhu, Mumbai

(2) Nand Kishor Shankarlal Trivedi, whose Hosred Limited, Safety Execuive Director, having address as Devbhuvan, Second Floor, Room NO.32, Manur Mohalla, Mara Bajar, Mumbai.

(3) Subodh Bhandari whose father name not known, Secretary of Home Trade, authorised secretary, having address as 704 B. Govind complex Sector No.14, Vashi Navi Mumbai

(4) Ketan Kantilal Shet, who is Director of Home Trade Limited, having address as 193, Bhalit (CS Cell), 3rd Floor, Gulmohar Cross Road, Mumbai

(5) Hiren Bhupendra Shah, who is Director of Home Trade Ltd., having address as 102, Gandhi Nivas, Ashok Nagar Road, Vankola, Santacruz Mumbai.

(6) Mr. Ram Gopal, whose father name not known, Director of Home Trade Ltd., and address not known.

(7) Mipudi Suzuki, Director of Home Trade Ltd. address is not informed.

(8) Rakesh Chandak, father name not known, address not informed,

(9) Manoj Ambalal Shah, Director of Home Trade Ltd., having adderss at 3, Belari Road, Home Trade Limited Registered Company RMP Extension Bangalore.

(10) Salon James Macmilan, Director of Home Trade Ltd. Address 785, Care u Certi Mon Tempu, CA 94041, USA.

(11) Rasel H. Bokneshwar, Director of Home Trade Ltd., having address 2, Timper Hill Terrace Lay Field, NA Present - 40, USA

(12) Mr. Shanshak Gopal Rande, Director of Home Trade, having address of 3/1 Radha Krushna Nivas, Ground Floor, Dagadi Vadi, SK Bole Road, Dadar, CW J, Mumbai.

(13) Mr. Vijay Himatlal Modi, Director of Home Trade Ltd., having address 1/203 Apala Chamebrs, Borivali Kugvadi Road, Borivalli (East), Mumbai.

(14) Mr. Salil Dinkarray Gandhi, Director of Home Trade Ltd. Having address as 2/13, Gold Coin, Chembur Garva, Mumbai.

(15) Shilpa Shah, father name not known, Res/o - 102, Gandhi Nivas, Ashok Nagar Road, Vakola, Santacruz, Mumbai.

(16) Hiren Gada father name not known, address not kwnon.

(17) Mr. Dhananjay Hariram Agrawa, whose address is not known.

(18) Smt. Jagruti Ketan Shet, Res/o - 193, Lalit Kutir (CMD) Third Floor, Gulmohar Cross Road No.9, (JVPD) Mumbai.

(19) Mr. Kanan Mevavala, father name not known Having adderss Javant Maram, Fifth Floor, Opp. Vankhede Stadium, Marine drive, Mumbai.

(20) Ketan R. Maskaria, address not known.

(21) Dharniraj Surti, father name not known, Having address as - Surya Flats, First Floor, Surya Shopping Complex, Bharuch,

(22) Parimal R. Shah, owner of Parimal R Shah & Co., Having address as - 1/20, Bakul Co.Op., Bhalubhai Park, Andheri (West), Mumbai.

(6) Brief facts of the complaint / incident and if stolen, full particulars of properties stolen:-

Offence under Sections-406, 409, 420, 421, 422, 34, of I.P.C. In such a way that the accused of this matter had acted in collusion with each other and having common motive and for common purpose being fulfilled having in different company names the Government lands were to be mortgaged and to invest money and with which complainant and other units the money was got collected and they had deposited in HDFC Bank Ltd. Mumbai, ICICI Bank Ltd., Mumbai, UTI Bank Ltd. Mumbai, Janta Sarkari Bank Ltd., Mumbai through whom in their relatives and members their accounts in foreign accounts in an illegal manner the money was got transferred and the Foreign Exchange Management Act provisions were violated and had committed cheating of Rs.3,19,96,075/- and it was obtained and from the money the properties which were purchased and its legal creditors with which they had got shared and to prevent the same with which malafide intention and in a fraudulent manner the said properties were to be disposed of and by creating debt and to prevent it and illegal act being made and to abscond from India such circumstances have been created, regarding which matter.

Date: 30.7.2002

My name is R. Narayan, aged 49 years, Occupation - Service, Res/o - 63, Saurabh Society, Mota Bhagal, Rander Road, Surat, Tel.No.(H) 2768891 (B) 8676970 / 8790501.

By remaining personally present I state the facts of my complaint that I am residing at the above address with my family members. I am working with The Udhna Citizen Co.Op. Bank Ltd,. Branch since the year 1996 and in the year 1996 I had joined as a Bank Manager and in the year 1997 and till today I am appointed as a General Manager of the Bank. Presently our The Udhna Citizen Co.Op. Bank Ltd. of which there are four branches of the bank. In that the Shed No.14 on which the main branch is there. Other than that at Pandesara Ring Road, Udhna Darwaja, Dukalpol part and at Nanpura Timaliyavad which bank branch is there. This bank is a cooperative bank and this branch is being run as per the rules prescribed by the Reserve Bank of India.

As the term deposits of our bank had exceeded the amount of Rs.25 crore as per the guidelines of the Reserve Bank the Government securities investment being made is mandatory and therefore we decided to invest the money.

Thereafter in the April 1999 Ketan Kantilal Sheth and Niraj Surti had in regard to their money which was kept in our bank in which Keta Sheth, Res/o 193, Bhalal Kutir (CM Space), 3rd Floor, Gulmohar Flat Road No.9, umbalya and Niraj Surti, Res/o - Surya Flat, First Floor, Shopping Complex had from their firstly from our bank had come and met us and our Government securitization business was to be purchased and sold which talks were made and we had told him that our company name of which Ketan Sheth had stated that it is Ketan Sheth and Co. in which the partner of for Asian Security Ltd. and its Director is myself and as Niraj Surti and both companies of which we are the representatives and our both company as one

47

stock exchange member is there. Further as Government securities are purchased and sold and we are its authorised person and at Gujarat and Maharashtra and of which N. Co. Operative Bank with which are doing transactions and our office are at Infoteck Park, Tower No.3, Fifth Floor, Vasi Railway Station Complex, New Mumbai. They have given necessary documents such as (1) National Stock Exchange of which member certificate, (2) Company registration certificate, (3) Audited Balance Sheet, etc. which was shown and our trust was taken and for Government securities regarding which from they it was purchased which was decided. In regard to the NC our bank for investment has a committee member which does all the proceedings and firstly Ketan Sheth and Company with which the security was purchased and sold and transactions were started and in stocks of which Ketan Sheth and Company from which different types of transactions made for about four times and its amount was Rs.41,93,812/- was stated and the entire amount as ashtpan securities limited and to make purchase and sale which transactions of Rs.1,51,27,913/- was made and all such transactions were completed by them and in such a manner our trust was acquired and we had in such a manner we had carried out transaction.

Thereafter in January 2000 as Ketan Sheth and agent Hariram Agrawal, Res/o - Juhu, Shalimar CHM Ltd., 7th Floor, Gulmohar Cross Road No.10, Juhu, Mumbai and Nand Kishor Shankarlal Trivedi, Res/o - Dev Bhuvan, Second Floor, Room No.32 of said Maholla Mira Bajar, Mumbai and Nandkishor trivedi, Res/o - Mumbai had come to our bank and with Ketan Sheth had stated that Hariram Agrawal, Home Trade Ltd. of which Chairman and Chief Executvie and Director who was introduced and they made representation before me that Ashpan Securities Ltd. which name is to be changed and now it is Home Trade Limited is kept and our said company is also a member of National Stock Exchange. Further that company is also carrying out transactions with Government securities of which purchase and sale which all eligibility is there and they had also represented that said company of which work is made by very expert and professional persons. The said company of which advertisement was made by reputed persons such as Shahrukh Khan, Rutik Roshan, Sachin Tendulkar and Priyanka Chopra. The same was stated and in that regard all necessary papers such as National Stock Exchange member certificate, company registration certificate, Audited Balance Sheet, etc. which was shown and our confidence was taken and I and Prahsant B. Patel, Computer supplier with whom the Home Trade Limited of which Mumbai had come th3ere and that office was visited in January 2002 and Ketan Sheth had as per our circumstances we were to meet Hariram Agrawal, Nand Kishor Shankarlal Trivedi, Suleshbhai Bhandari, Smt. Jagruti Ketan sheth and Shilpaben Shah, etc. and they had for the new company Home Trade Limited with which the sale and purchase work being made was requested and we had with them in regard to our previous transactions and the representations made on which we trusted and we had for their new company the transactions would be made which was decided and in February 2000 till March 2002 about twelve (12) transactions were made and Rs.12,27,48,512/- was stated and in such a manner the said company of which transactions were made with malafide intention and this criminal offences by common motive being for which our trust was acquired by them.

As per our information the said Home Trade Ltd. of which Chairman and Secretary Executive and its authorised signatory and Director officer and chartered accountant, etc. are as under:

(1) Sanjay Hariram Agrawal who is the Chairman and Chief Executive of Home Trade Limited and his address - (CHS) Limited, Seventh Floor, Shalimar Juhu, Gulmohar Cross Ring Road, Juhu Mumbai,

(2) Nandkishor Shankarlal Trivedi, who is the Secretary and Executive Director of Home Trade Limited, and address - Devbhuvan, Second Floor, Room No.32, Majkur Maholla, Mira Bajar, Mumbai,

(3) Subodh Bhandari, whose father name is not known, who is the authorised signatory of Home Trade Limited, address - 704/B, Govind Complex, Centre No.14, Vashi Vrule Navi Mumbai.

(4) Ketan Kantilal Sheth, who is the Director of Home Trade Limited, address - 193, Lalit Kutir (CHL) Third Floor, Gulmohar Cross Road No.9, Mumbai,

(5) Hiten Bhupendrabhai, Director of Home Trade Ltd., address - 102, Gandhi Nivas Ashoknagar Road, Santacruz, Mumbai,

(6) Mr. Ram Gopal whose father name is not known and he as the Driector of Home Trade Ltd. and his address is not known.

(7) Miyuki Suzuki, Director of Home Trade Ltd., and whose address is not informed,

(8) Rakesh Rathod whose father name is not known and addres is not known,

(9) Manoj Ambalal Shah, who is Director of Home Trade Ltd. and his address is - 3, Belaro Road, RM Extension, Bangalore,

(10) Alen James Macmilan, Director of Home Trade Ltd. and his adderess is 785

Cresto Street Mone Tenu CA 94041 and is the CA,

(11) Rasel H. Lapeken Roger, Director of Home Trade Ltd., and his address is 2, Timber Hall, Teriz Lefield NA 1940 USA,

(12) Mr. Shashank Gopal Rande who is the Director of Home Trade Ltd. whose address is 3/1, Shatra Krushna Nivas Ground Floor, Kagdiwad, s.k. Boleroad, Dadar (CWJ) Mumbai,

(13) Mr. Vijay Himat Lal who is Director of Home Trade Ltd. and his address is 1/203, Amita Chambers, Borivalli, Kula Vadi Road, Borivalli (East), Mumbai,

(14) Mr. Salil Dinkarray Gopi, Director of Home Trade Ltd. having address 2/13, Golden Coin chambers, Nariel Mumbai,

(15) Shilpa Shah, whose father name not kwnown, address - 102, Gandhi Nivas, Ashok Nagar Road, Vakola, Santa Cruz, Mumbai,

(16) Hima Gadje father name not known, address - not known.

(17) Shri Digvijay Hariram Agrawal, whose address not known,

(18) Smt. Jagruti Ketan Sheth, Res/o - 193, Lalit Kutir, (CSL), Third Floor, gulmohar Cross Road, No.8 (JBPD), Mumbai

(19) Ms. Dimple Mevavala, whose father name is not known and his address is Jayanti Marmar Fifth Floor, (Vankhede Stadium), Marine Drive, Mumbai,

(20) Ketan R. Maskariya, address not known.

(21) Niraj Surti, whose father name not known, address - Surya Flat, First Floor, Surya Shopping Complex, Bharuch,

(22) Dariyal R. Shah, whose is owner of Parimal R.Shah and Company and address - 1/20, Bakul Co. Op. Lalubhai Park, Choperi (West), Mumbai.

In this manner all the above said persons and in different capacities they had worked for Home Trade Company and our faith and trust being acquired and due to which on 27.2.2000 as Ketan Sheth, Shilpa Shah, Jagruti Sheth, Ketan Mevavala and Niraj Surti had come to our bank and with us the Government security Scheme as per which on 8.0 to 7% in 2017 scheme and it was made to understand that by investing the profit would be there and our this security investment being decided and in that regard they had stated that Rs.3,00,00,000/- (Three crore) of Government security of which 8.0 - 7% GOI 2017 was purchased for which we had as per the Home Trade Ltd. of HDFC Nariman Point, Mumbai Branch from where the cheque No.648900 dated 5.3.20 Rupees 3,19,96,075/- which of HDFC Bank, Athwalines, Surat Branch where it was deposited and in that regard the Contract Note No.7431 was made and this agreement when made then our said purchased Government securities of which physical deliver they were to do in a specific period (within 30 to 45 days) but even then till 27.4.02 as our purchased Government securities physical delivery was not made by above said persons of Home Trade Ltd. and it was given to us. Therefore into his regard we had after the passing of giving the physical delivery we had frequently asked the same on telephone but the above named persons had in one or other pretext the said Government security delivery was not made and lastly we had on 29.4.02 we had gone to the Home Trade Ltd. office and the sane company of which no responsible person was present and we had come to know that the company of which all Directors and officers of the company have absconded by misappropriation and thereafter we had in different times also known that above named persons had acted in collusion with each other and to fulfil common motive they had in Gujarat and Maharashtra and for Government banks with which crores of rupees by criminal breach of trust and cheating has been made and our in any way in regard to the Government securities being taken and its physical delivery not being made and for this reason from us the amount of Rs.2,19,96,075/- was grabbed and cheating was caused.

In this manner as stated above from all the persons they had acted in collusion with each other and without consent from various banks the deposited money had got made in other names and it was transferred to foreign countries and such became immovable properties of which transactions made was with the money they had gone and as per our information as at Moje Village Bobal at Rajpath Club, Sarkhej, Ahmedabad as stated abvoepersons had in an illegal manner all such acquired immovable property at Surat Citizen Cooperative Bank Ltd. in which name it was written and other than that its understanding was made that all such persons had for such benami acquired properties as per which details the fact of Mumbai Police Department had in regard to such Cooperative Public Cooperative Bank Ltd. Mumbai from where also such above named persons had the benami properties is given.

In this manner as stated above these persons had acted in collusion with each other and with common motive being fulfilled and from different companies in their names the Government securities money being invested for which and other institutions such money was collected and it was got deposited at HDFC Bank Ltd., Mumbai, ICICI Bank Ltd. Mumbai, UTI Bank Ltd., Janta Cooperative Bank Ltd., Mumbai, Indusingh Bank Ltd., Mumbai, Bank of India, Mumbai

57

through whom all their relative and others in foreign countries in which accounts they had illegally transfer the money and as stated above these persons had as per the sections of IPC and as per Foreign Exchange Management Act, provisions such amount has been collected and prior to this from us the company had made transaction of Rs.14,20,70,237/- which was there. In this manner as per our claim this fact and the other informed facts on which we are to claim for which they had got our trust.

Therefore in such a manner the above stated persons had committed cheating with us for an amount of Rs.3,19,96,075/- and at Gujarat and Maharasthra the Government banks with cheating being made and crores of rupees through which properties were purchased and and they had for the legal debtos and properties being sold and to prvent hem from such activives and with malafide intention they hatched a conspiracy and the said properties to be disposed of which their debts was beign created to prevent them and said illegal activity made and they had absconded and such offences for being prevented and they having acquired the properties and their Passports should be confiscated and against them lefgal proeedings being made and to take complaint and the wintess who are found during inquiry then the faollowign persons are there.

(1) The complainant myself

(2) HDFC Bank Ltd. Nariman Point and Bank cash collection Mumbai Branch of which accused had collected and made transaction as per information.

(3) HDFC Bank Ltd. Nariman Point and Bank collection centre 'Mumbai Branch and accused in whose account the transactions being made by persons are there.

(4) ICICI Bank Ltd. Nariman Point, Mumbai, of which Branch informed person.

(5) UTI Bank Ltd. Mumbai Branch of which informed person.

(6) Janta Cooperative Bank Ltd., Mumbai Brch of which informed person.

(7) Indusingh Bank Ltd. Nariman Point, Mumabi Branch of informed person.

(8) Bank of India, Stock Exchange Branch,, Mumbai of which informed person.

(9) Capital Market Branch Fort Mumbai of which informed person.

(10) Ahmedabad Municipal Corporation, Bopal Vilage city Survey Record registered and ownerhip details beign kept by the concenred person.

(11) Surat Nagarik Cooperative Bank Ltd., taken the properties from the accused and its property was written and such person who had made the deed.

(12) D.R.Trivedi, Udhna Citizen Co.Op. Bank Ltd., Surat.

(13) Arvindbhai L. Patel, Udhana Citizen Co.Op. Bank Ltd., Surat

(14) Prashant B. Patel, Res/o - Rander Surat, etc.

These are my facts which are true and correct as stated in my complaint.

I have received a copy of the complaint.

Before me,
Sd/- illegible
Police Inspector,
Udhna Police Station,
Surat City.

Forwarded to
Hob'ble 3rd Joint Civil Jduge,
And JMFC, Surat city.
Date: 31.7.02

Sd/- Polie Officer
Udhna Polcie Station,
Surat City.

Copied by True copy
Compared by Sd/- illegible
Assistant Registrar, Civil Court, Surat.
Application No.3305/2002
Appln. Made Mr. Chandrakant Agira
First party sd/-
Appln made 27.8.2002

Xerox copy Sde 14 side
Xerox charge 10.50
Paper charge 3.50
Total Rs.14.00

True Translation Copy

ANNEXURE-P-3

FIR NO. ICR No.274/02 01.02.07.02

61

First Information Report of Cognizable Offence

[under section 154 of Criminal Procedure Code]

Sub-District : Umara, District:- Surat.

. Date and time of occurrence of offence:-

During 31/01/2001 to 27/02/2002.

(1) Date and time of conveying information :

Date : 02/07/2002, 17:00 Hrs.

(2) Place of offence and distance and direction from the police station :

The Surat Mahila Citizens Co-operative Bank Limited, 3rd floor, Labhubhai Chambers, Athva Gate, Surat.

(3) Date of sending from the Police Station: 02/07/2002.

(4) Name and address of Complainant / Informant :

Pratibhaben, W/o Ramanlal Parmar, Chief Auditor of Mahila Co-operative Bank.

(5) Names and addresses of accused persons, full particulars :

(1) Home Trade Limited Company, address at International InfoTech Park, Tower No.3, Fifth floor, Vashi Railway Station Complex, Navi Mumbai, Dist. Thana

(2) Shri Sanjay Hariram Agrawal, Reside at Gulmahor Crossroads, Road No.10,

Juhu, Mumbai.

62

(3) Shri Ketan Kantilal Sheth,

Reside at 193, Lalit Kutir, Gulmahor Crossroads, Road No.9, Juhu, Mumbai.

(4) Shri Nandkishor Shankarlal Trivedi,

Reside at Devbhuvan, Second floor, Yara Bazaar, Mumbai.

(5) Shri Subodh Bhandari,

Reside at 704 B, Govind Complex, Sector No. 14, Vashi, Mumbai.

(6) Niraj Surati, Add : Surya Flat, 1st floor, Surya Complex, Bharuch.

(7) Shri Kanan Mevawala, Add : Jayant Mahal, 5th floor, Opp.Vankhede Stadium, Marine Lines, Mumbai.

Brief details :

Offence under Sections-465, 467, 468, 471, 114, 120(b) of I.P.C. in such a way that the accused persons as mentioned above, in collusion with each-other, established the Company, hatched criminal conspiracy, on giving trust to the Mahila Bank to provide the securities, on fabricating the documents, committed fraud of the amount of Rs.8,59,65,655 and 82 Paisa with the bank.

Date : 02/07/2002

My name is Pratignyaben Bhupendrabhai

Ramniklal Parsigavani, Age about 58, Occupation : Service, resident of 302, Hem Terrace Apartment, B/h Sargam Complex, Umra, Surat, (R) 3223461, (O) 3478151, 3478152.

On remaining present in person, I hereby dictate the facts of my complaint that I am staying at the above mentioned address with my family and serving as a Chief Executive Officer in Surat Mahila Citizens' Co-operative Bank Limited, its registered office, Babubhai Chambers, Athva Gate.

The transactions of our aforesaid bank are being done in pursuance of the rules of the Reserve Bank. The decisions are being taken for bank by the Board of Directors, in consonance with the rules and regulations of the Reserve Bank. Out of the corpus being created by our bank, we give loan to our members. Whatever the amount is left, we invest the same in the securities being issued by the Government of India. The said investment is being done on being given consent by the board of directors of our bank.

There is textile tower building in Surat City, located at Ring road, located in front of Kinnari Cinema. There is one partnership firm in the name of Growth Avenues. The said firm works for investment in Government securities and trading of shares (Broker). Our bank had, through said firm, earlier done investment in Government securities. Since the year 1995 our bank has been having transactions with said Growth Avenues Company. As we have been having contacts with said firm since last seven years, one person namely, Niraj Surati, who stays in Surya Flats, Surya Shopping Complex, Bharuch, used to visit our bank frequently, we happened to be in contact.

Paragraph illegible.

Our bank has done transactions with said firm from 1995 to 2000. Regarding whatever the Government securities are purchased by our bank from Ketan Sheth and Co., its delivery has been done in time to the bank by said company regularly. Thereafter, in the year 1999, Ketan Sheth and Niraj Surati had informed our bank that they have formed the Company in the name of ...... The said Company is also working as a broker of the Government securities. Therefore, our bank purchased Government securities from said Company also. The delivery of the same was also done regularly by the said Company. Thereafter, in February-1999, the said Ketan Sheth and Niraj Surti had done representation before our bank that they are the whole and sole of the Ms.Pune Associates Securities Ltd. The said company is a member in the national bank exchange. Therefore, as they asked us to purchase the Government securities from said company, as our bank had relationship with said Ketan Sheth and Niraj Surti since the year 1995, we purchased the Government securities from the said company namely, Ms.Pune Associates Securities Ptv. Ltd. The delivery thereof was also being done regularly.

In January-2000, Ketan Sheth and Niraj Surati visited in person our bank. At that time, there were two other persons also with them. By introducing them, the said Ketan Sheth and Niraj Surati informed to us that out of both said persons, the name of one person is Sanjay Hariram Agrawal and that of another person is Nandkishor Shankarlal Trivedi. They further informed that their earlier company is Ms..... The same will function for the work of brokerage in the name of Home Trade Ltd.......

The said Home Trade Ltd. Company is a member in National ... Thy hold all nature of qualification as per the norms of the Reserve bank of India, for the purchase-sale of Government securities. Therefore, we began purchase of Government

Securities from said Company also from the year 2000. Whatever the securities we had purchased in the beginning, the same came to be delivered regularly.

On 31/10/2001, our bank purchased from Home Trade Ltd. the securities of the Government of India for the amount of Rs.2,36,28,105/- at the rate of 10.18% and maturing in the year 2026. In consideration of the same, our bank gave the cheque of HDFC bank bearing No.275353. Thereafter, we purchased from said Home Trade Company the Government Securities the Government Securities of Rs.2,81,22,916/68 paisa at the rate of 10.70% and maturing in the year 2020. In consideration thereof, we issued the cheque of HDFC Bank bearing No.245362. Thereafter, we purchase the Securities of IDBI at the rate of 11.5% and having maturity in the year 2011 for the amount of Rs.3,37,16,166/67 paisa. The cheque of HDFC Bank in consideration of the same was issued vide no.275392. Thereafter, on 27/02/2002, purchased the securities of the Government of India maturing in the year 2011 at the rate of 9.39% for the amount of Rs.1,13,43,458/-. In consideration thereof, issued the cheque of HDFC Bank bearing no.275373. Accordingly, during the period from

31/10/2001 to 27/02/2002, we purchased from said Home Trade Ltd. the Government securities to the tune of Rs.9,68,10,666/67. Our bank had paid the said entire amount to the said Home Trade Company through cheque. In response to the way we had been making payment of the amount, the Government securities were not being delivered to us in time. Therefore, on contacting the Chairman of said Home trade through correspondence and telephone regarding said Government securities, they did not hand over the same. They were giving excuses. Therefore, we informed Home Trade that if they do not deliver the said Government security at the earliest, we will initiate legal action against them. Therefore, all three persons namely, Ketan Sheth, Niraj Surati and Nandkishor Trivedi visited our bank and informed to me that the securities which we have demanded are not available. Therefore, at that time they are able to deliver to us the Government of India Securities at the rate of 11.3% having maturity in the year 2012 for the amount of Rs.3,81,61,800/-, two securities at the rate of 8.7% having maturity in the year 2017 viz. one of Rs.5,36,50,625/- and another of Rs.5,36,506/- . Further, if we do not have trust on them, they will issue the cheque to us. Therefore, as we kept trust upon them, they executed one Contract dated 30/03/2002, wherein they had given oral undertaking to deliver the securities till 15/05/2002. They further stated that if we do not have trust upon them, they may issue the advance cheque to us. They issued the cheques as under :

No	Cheque No.	Date	Amount
1	984317	11/04/2002	Rs.80,72,206/25 paisa
2	984302	25/04/2002	Rs.6,36,250/-
3	984307	16/04/2002	Rs.5391295/93 paisa
4	984309	29/04/2002	Rs.54,12,566/66 paisa
5	994309	23/04/2002	Rs.1,08,45,683/33 paisa
6	984310	7/5/2002	Rs.1,08,51,066/67 paisa
7	984311	17/05/2002	Rs.1,41,49,828/33
8	984323	15/05/2002	Rs.1,29,11,175/-
9	984324	15/05/2002	Rs.1,29,04,815/-
10	984325	15/05/2002	Rs.1,29,02,975/-

All the above cheques were of HDFC Bank, Nariman Point Branch, bearing Account number 001040017011. They were of total amount of Rs.9,40,37,869/07 paisa. The said cheque mentioned at sr.no.1 vide no.984317 of the amount of Rs.80,72,206/25 paisa. After giving assurance as above also, they did not deliver to us the Government securities. In spite of our frequent reminders, no satisfactory reply was given by them. Therefore, as we deposited all the above rest of nine cheques in the bank, as they did not keep balance in the bank, all were returned. The said Home trade Ltd. by assuring us issuing the securities of IDBI for the amount of Rs.5,00,000/- at the rate of 11.5% and maturing in the year 2013, they sent its circular also to us through fax. Further, on informing to us regarding delivering to us the security of Federal Bank Ltd. at the rate of 9.39% maturing in the year 2011 for the amount of Rs.1 crore, they sent its certificate. But, till date they have neither done any delivery of the Government security nor have they returned the amount we had given to them for said purchase. Therefore, the Directors of above mentioned Home Trade Ltd. Co. have, since beginning hatched conspiracy, won trust of our bank, assured us to issue the Government securities to us, took away money from us, showed false certificates to establish our trust on them, thereby committed fraud with us for the amount of Rs.8 crores 59 Lakhs 65 thousand 55 and 82 paisa (Rs.8,59,65,055/82). Thus, our complaint is against them to take action. My witnesses are the Directors and employees of our bank and those who may be revealed during investigation.

Such is a fact of my complaint.

Sd/-

70

(B.V.Ramani)

P.I.,

Umara Po.St.

Surat City.

I have received the copy of the Complaint.

Forwarded to :

The CJM, Chief Court, Surat City.

Date : 02/07/2002.

True Translated Copy

71

First Information Report of Cognizable Offence

[under section 154 of Criminal Procedure Code]

District:- Surat Police Station:- Rander Station

Year:- 2002 FIR No. C.R. No. I - 226/2002 Date:-

30.8.2002.

Date and time of occurrence of offence:-

During 25/09/2000 to 01/06/2002.

---

(1) Information received at P.S.:- Date 30/08/2002 at 10/25 hours

(2) Direction and distance from Police Station:- Adajan Nagrik Sahakari Bank Limited, having address at "Manthan" Apartment, Near Gujarat Gas Circle, Adajan road, Surat at the distance of 3 km in the East, Adajan Gam Chowki.

(3) Date of sending to Police Station: 30/08/2002.

(4) Name and address of Complainant / Informant Shri Ashokkumar Jayantilal Sheth, Authorized Manager of Adajan Nagrik Sahakari Bank Limited, having address at "Manthan"

72

Apartment, Near Gujarat Gas Circle, Adajan road, Surat, reside at as above.

(5) Names and addresses of accused persons, full particulars [Details of known/suspected/unknown accused with full particulars]

(1) Home Trade Limited Registered Company
Business: Share and Security broker, etc. having address at (1) International InfoTech Park, Tower No.3, Fifth floor, Vashi Railway Station Complex, Navi Mumbai, Dist. Thana (2) 709, Near Raheja Centre, Free Press Journal Marg, Mumbai.

(2) Shri Nandkishor Shankarlal Trivedi,
Reside at Devbhuvan, Second floor, Yara Bazaar, Mumbai

(3) Shri Ketan Kantilal Sheth,
Reside at 193, Lalit Kutir, Gulmahor Crossroads, Road No.9, Juhu, Mumbai.

(4) Shri Sanjay Hariram Agrawal,
Reside at Gulmahor Crossroads, Road No.10, Juhu, Mumbai.

(5) Shri Subodh Bhandari,

Reside at 704 B, Govind Complex, Sector No. 14, Vashi, Navi Mumbai.

(6) Shri Hiten Bhupendra Shah,

Reside at 102, Gandhi Nivas, Ashoknagar road, Wadala, Shantakunj, Mumbai.

(7) Shri Hiren Gadoa, Senior Vice President, Home Trade Limited Registered Company

Business: Commission of sale and security, etc. having address at (1) International InfoTech Park, Tower No.3, Fifth floor, Vashi Railway Station Complex, Navi Mumbai, Dist. Thana (2) 709, Near Raheja Centre, Free Press Journal Marg, Mumbai.

(8) Shri Sashank Gopal Rande,

Reside at 3/1, Radhakrushna Nivas, Ground floor, S.K. Bollywood, Dadar (C.W.J.), Mumbai.

(9) Shri Vijay Himatlal Modi,

Reside at 203, Amita Co.Op. Housing Society, Kulupawadi road, Borivali (East), Mumbai.

74

(10) Shri Salil Dinkarlal Gandhi,

Reside at 11/13, Gold Coin Co.Op. Housing Society, Hardev, Mumbai.

(11) Shri Alan James Macmillan,

Reside at 785, Castro Street, Mountain View, CA 94041, USA.

(12) Shri Russell Bandcam Vegar,

Reside at Timber Hill, Terek lon Field, F.A. 1940, U.S.A.

(13) Shri Mike @ Manoj Ambelal Shah,

Reside at Bellary road, R.M.V. Extension, Bangalore-506080

(14) Shri Dhananjay Agrawal,

Reside at Director, Home Trade Limited Registered Company, Business: Commission of sale and security, etc. having address at (1) International InfoTech Park, Tower No.3, Fifth floor, Vashi Railway Station Complex, Navi Mumbai, Dist. Thana (2) 709, Near Raheja Centre, Free Press Journal Marg, Mumbai.

(15) Shrimati Shilpa Hiten Shah,

Reside at 102, Gandhi Nivas, Ashoknagar road, Wadala, Shantakunj, Mumbai.

75

(16) Shrimati Jagruti Ketan Sheth,

Reside at 193, Lalit Kutir, Gulmahor Crossroads, Road No.9, Juhu, Mumbai.

(17) Shri Kanan Mevawala,

Reside at Jayana Mahal, Fifth floor, Opposite Wankhede Stadium, Marine Drive, Mumbai.

(18) Shri Ketan R. Maskariya,

Reside at Director, Home Trade Limited Registered Company, Business: Commission of sale and security, etc. having address at (1) International InfoTech Park, Tower No.3, Fifth floor, Vashi Railway Station Complex, Navi Mumbai, Dist. Thana (2) 709, Near Raheja Centre, Free Press Journal Marg, Mumbai.

(6) Brief facts of the complaint / incident and if stolen, full particulars of properties stolen:-

Offence under Sections-406, 409, 420, 421, 422, 423, 465, 467, 468, 471, 114, 34, 120(b) of I.P.C. In such a way that at the above stated date and time, the accused persons of

76

this case committed fraud with the Bank in collusion with one another with an intention to usurp the amount stating that Government Security can be delivered in stipulated time period, took the bank into confidence to commit fraud by deceitfully producing false and forged documents with seal and signature, made signature on false contract note to obtain amount of Government security by falsely stating to sale Government security and thereby committed fraud of Rs. 3,06,06,250/-, etc.

Date. 30/08/2002

Brief facts of the complainant is such that,

(1) We, the complainant, are Cooperative Bank established and run under the Banking Regulation Act, 1949 and Gujarat Cooperative Act and sub-rules at Adajan road, Surat. The Reserve Bank of India, Ahmedabad has given required licenses to our Institution to carry out banking work and Office of our Bank is situated at Adajan road, Surat. As per resolution made by Board of

Directors of our Bank, I, the complainant, have been authorized to lodge complaint against the accused persons as per rules and accordingly, present complaint has been filed against the accused persons of this case.

(2) The accused No.1 of this case is the firm namely "M/s. Home Trade Limited" and the said firm has been registered as share and broker in National Stock Exchange. The accused Numbers 2 to 18 of this case are Directors and agents of the aforesaid firm and their work is to get share and security, etc. They have been making the said representation before the complainant since the beginning and believing the said representation, he continued proceedings thereof by accepting them as agent of the firm i.e. the accused No.1. The accused Nos. 2 to 18 are managing and administering the firm of the accused No.1 as Directors and agents of the firm and they are responsible for management of the firm. By the virtue of this fact, the complaint has been registered against the accused persons of the firm.

78

(3) As per Statutory Liquidity Ratio, which is known as S.L.R., the complainant Bank has to invest minimum amount in Government Securities and the Reserve Bank of India decides this Statutory Liquidity Ratio, which is known as S.L.R. from time to time as per provisions of the Banking Regulation Act, 1949 and it is mandatory for all the Cooperative Banks to comply with such direction of the Reserve Bank of India. In this way, it was mandatory for the complainant Bank to invest in Government Securities to maintain S.L.R.

(4) The accused No.3 Shri Ketan Sheth personally accompanied Shri Niraj Surti, Chartered Accountant, resident of Bharuch at the complainant Bank, situated at "Manthan", Muktanandnagar, Near Adajan circle on 25th September, 2000. The accused No.3 stated that he is leading share broker at Mumbai and he carried out of Government Securities and he carries out the work relating to Government Securities for Home Trade Limited. Moreover, the accused No.4 Mr. Sanjay Agarwal is Chairman and Chief

Executive of the said company. Further, the accused No.2 Nandkishor Trivedi is Executive Director of the said company. They stated that all the three of them are the chief masters and authorised signatory of the said company. Moreover, Home Trade Ltd. Is also member of National Stock Exchange and for proof thereof, they produced copy of its Certificate. They further stated that the said firm owns Kumbh Computerized air-conditioned office at Mumbai with ultramodern facilities and most of the work of Mumbai-Pune Stock Exchange are carried out through their office. By stating so, they produced authority regarding work of the said firm.

Considering the aforesaid representation of the accused No.3, the complainant bank entered into contract with them to purchase Security having value of Rupees One Crore at 12 % and for this contact, cheque of HDFC Bank was issued to the accused. In this connection, the accused had given delivery of this security to the complainant bank.

80

Thereafter, on 15/01/2001, the complainant bank had entered into another contract to purchase security of Rs. 50 lakhs at 10.25% and the complainant made payment thereof through the cheque of HDFC Bank and the accused had given delivery of this security to the complainant bank.

On 29/08/2001, considering the fact that the accused firm Home Trade Limited had given delivery of both the earlier contracts and the Reserve Bank of India has made endorsement thereof in favour of the bank, the complainant bank entered into another contract to purchase security of Rs. 50 lakhs at 10.25% and the complainant also made payment thereof through the cheque of HDFC Bank.

Thereafter, on 05/12/2001, the accused No.3 Ketan Sheth and Shri Niraj Surti personally came to the complainant bank and stated that Government Security work of Home Trade Limited is going on in full swing and new company of the firm registered with the name Thank India Limited is also coming to the market. Their company is also going to make advertisement of said company through Shahrukh Khan, Hritik Roshan, Sachin Tendulkar and Priyanka Chopra and thereby they produced authority regarding work of the said firm.

Considering this fact, earlier, complainant Bank had entered into contract with them as they stated that Security of Rupees Two Crore will benefit the bank due to good market price. Moreover, they also stated to purchase Security of Rs. 3 Crore at 7.5 % against this due to low market price and contract of purchase thereof was executed. Upon adjusting amount of sale contract with contract of purchase, the cheque of remaining amount i.e. Rs. 67,26,976.38 Paise of HDFC Bank favouring the accused firm was issued and by depositing the said cheque into the account, the accused firm had encashed the said cheque. Thereafter, though the complainant bank had frequently asked for delivery of the security of the amount of Rs. 7 Crore purchased by Home Trade Limited at 7.5 % from the accused persons, they did not give

82

delivery thereof. Thus, representation of the accused persons on 05/12/2001 were made with malice intention to cheat the bank by entrapping its amount. After entering into contract of selling the earlier securities, they had taken delivery thereof and as per contract, the accused persons had not given delivery of the security. Thus, in order to commit offence, the accused persons made misrepresentation with the complainant Bank, obtained cheque of big amount and committed fraud by not making delivery thereof.

(5) By believing the representation of the accused persons and to maintain S.L.R., I, the complainant, have entered into following financial transactions with the accused persons of this case.

Particulars of Financial transactions

(A) On 28/09/2000, the complainant bank asked Home Trade Limited to purchase Rs. 1 Crore Security of SDL-2010 at 12% and the accused issued Note (10629) accordingly. For this purchase, the complainant bank had issued cheque of Rs. 1,00,25,300/- of HDFC Bank, which was encashed by Home Trade Limited. In connection with this payment, the bank was given delivery of the security accordingly.

(B) On 15/01/2001, the complainant bank had asked to purchase security of Rs. 50 lakhs at 10.25% and Home Trade Company Limited issued Contract Note Number 6401. In lieu of this transaction, the complainant bank had issued cheque of Rs. 48,60,138-89 of HDFC Bank, which was encashed and delivery thereof was also given.

(C) On 29/08/2001, the complainant bank had asked to purchase security of Rs. 50 lakhs at 10.25% and Home Trade Company Limited issued Contract Note Number 6739. In lieu of this transaction, the complainant bank had issued cheque of Rs. 52,42,048-61 of HDFC Bank, which was encashed, but delivery thereof was not given.

(D) On 05/12/2001, the complainant bank decided to sale their government securities through Home Trade Limited. Accordingly, the

84

bank has entered into contract to sale the following securities as per the amount shown in the next column.

Sr. No.	Name of Security	Amount of sale (Total value)	Remarks
1	12 % SDL-2010	1,21,36,666.67	Physical delivery was given to Home Trade.
2	10.25 % CG-2012	58,08,541.67	
3	10.25% GOI-2021	59,34,975.28	Delivery was with them.
		Rs. 2,38,80,173.62 Paisa	

On the same day, the complainant bank decided to purchase C.G.-2010 Security having total amount of Rs. 3,06,06,250/- through M/s. Home Trade Limited and accordingly, the accused Company issued Contract Note No. 6011, whereon the accused No.5 has made signature thereon on behalf of the accused No.1.

85

In connection with this transaction, the complainant bank had sold security of this transaction through Contract Nos. 6905 and 6907 and delivery of the security was given to Home Trade Limited. This was sold by contract note No. 6909. M/s. Home Trade Company had the security and security purchased by complainant bank was pending by Security Contract Note NO. 6739.

The complainant bank had given amount of difference regarding aforesaid sale and purchase to Home Trade Limited through draft of H.D.F.C. Bank. The complainant bank has paid full consideration amount of Rs. 3,06,06,250/- for GOI-2010 at 7.5 % by purchasing the same from M/s. Home Trade Limited. However, M/s. Home Trade Limited has failed to give security. Copy of contracts as mentioned in this paragraph are enclosed.

(E) In order to obtain the aforesaid Government Security purchased by the complainant bank, follow up was taken up personally and over the phone from the accused persons and bank had

86

also written a letter dated 25/01/2002 to Home Trade Limited to obtain delivery of Government Securities early. That Reminder letter was again sent on 18/03/2002, which was not responded even. At last, on 09/04/2002, the bank had written a letter to the accused to return delivery and copy thereof is enclosed.

(F) At the time of contract and confirmation of Security pertaining to 7.5 % GOI-2010, the accused firm had assured and confided the complainant bank to give physical delivery thereof within stipulated time period. However, through stipulated time period has lapsed and as mentioned in aforesaid (E), the complainant bank was frequently demanding the same. However, the accused persons have not intentionally made physical delivery of the said security to the bank with malice intention. As the complainant bank stated to take legal action against the accused persons, in response thereto, the accused persons sent signed contract dated 29/03/2002 assuring physical delivery of 8.07 % GOI-2017 security by their letter dated

12/04/2002 and they stated that as 7.50% GOI-2010 security was not available in the market, they had executed this contract. (Copy enclosed). The accused persons have further stated that they shall give delivery of the aforesaid security up to 30/04/2002 and if they fail to give delivery of the aforesaid security up to 30/04/2002, Cheque No. 984321 of HDFC Bank, Nariman Point Branch of the amount of Rs. 3,24,62,700/- was enclosed to encash the same. (Copy thereof is enclosed).

(6) Thereafter, when I, the complainant and Shri Pankaj Shah, Director of the bank went to the office of the accused persons in Mumbai to obtain the aforesaid securities, the accused No.2 met them and he assured to give delivery of the security within short time and if delivery is not done, aforesaid cheque can be encashed. However, thereafter also, despite completion of time period, the accused persons could not give delivery of the aforesaid security to the bank.

(7) Thus, upon lapse of time period, the complainant bank deposited the aforesaid cheque

88

to HDFC Bank, Surat Branch on 27/05/2002 believing that the amount shall be recovered. The said cheque was returned to the complainant bank with enddrsement of 'Account Blocked'. When the accused persons had issued the aforesaid cheque, they knew that the said cheque is to be dishonoured. However, the cheque was deceitfully issued with an intention to commit fraud with the Bank. As the said cheque was dishonoured, Notice has been issued to the accused persons under Section-138 of the Negotiable Instrument Act. Despite receipt of the said Notice, the accused has not paid the aforesaid amount within stipulated time period. Thus, we have right to file complaint under the Negotiable Instrument Act. This complaint is for offences committed under Indian Penal Code. (8) Under the above circumstances, the accused persons of this case committed fraud with the Bank in collusion with one another with an intention to usurp the amount stating that Government Security can be delivered in stipulated time period, took the bank into confidence to commit fraud by deceitfully producing false and forged documents with seal and signature, made signature on false contract note to obtain amount of Government security by falsely stating to sale Government security. However, while issuing such Note, the accused persons had knowledge that they did not have government security to be given to the complainant and they cannot give physical delivery of government security to the complainant. With intention to commit fraud with complainant Bank, the accused persons falsely stated of selling government securities and obtained amount thereof. They have not given physical delivery of government security also and despite having knowledge that the cheque issued by them is not to be honoured, they have issued cheque to the complainant Bank, which has been dishonoured. Under the circumstances, the accused persons have committed grievous offences, which are punishable under the law. Chartered Accountant Niraj Surti introduced Ketan Sheth to the bank. As he had knowledge about transactions mentioned in the complaint

90

and he tried to get securities to the bank and helped the Bank to get the aforesaid cheque, he is the main witness of the complainant bank.

(9) After dishonouring of the cheque issued by the accused persons, the complainant bank had come to know about fraud of aforesaid big amount. During this period, the accused persons of this case hatched criminal conspiracy in collusion with one another from the beginning and committed fraud and deception of trust with the complainant bank to obtain financial gain in wrong manner. The complainant bank has come to know that the accused persons have deceitfully disposed of their properties and committed illegal acts with malice intention and executed false deed of transfer of ownership. Upon contacting the accused persons at their home and office address, they are not found. Moreover, they are likely to leave India. Thus, it is complaint against the accused persons to seize the property owned by them, to seize their passport and take legal action against them.

91

(10) The complainant Bank is Cooperative Bank and money of complainant bank are finally public money. As the accused persons have tactfully committed fraud in collusion with one another with systematic planning to usurp amount of the complainant bank, they have committed offence punishable under Sections-406, 409, 420, 421, 422, 423, 465, 467, 468, 471, 114, 34, 120(b) of I.P.C. Thus, it is requested to take legal action against them.

Witnesses for the Cooperative Bank are the complainant, Financial Director, employees, etc. and Chartered Accountant Niraj Surti and whatever comes out during course of investigation.

92

Date. 20/08/2002 Sd/-illegible

Manager,

Adajan Nagrik Sahakari Bank

(8) Reasons for delay in reporting by the complainant/informant:- ____________

(9) Disposal of Muddamal

In view of aforesaid written complaint, Police Inspector, Rander registered offence on the basis of Local Application No. 443/02 dated 20/08/2002.

Dispatched to Chief Judicial Magistrate, Chief Court, Surat.

Sd/-(illegible)

Police Station Officer

Rander Police Station,

Surat City.

True Translated Copy

ANNEXURE-P-5

FIR NO. I-274/02 04.6.8.02 93

VARACCHA

True Copy

Application No. 1250/02
Total sides 12 to 15
Sign of receiving this copy Adv K.P.Reshamwala
Date received copy 12.11.02
Date completed this appl 12.11.02 Sd/- Date prepared this appl 12.11.02 Sd/- Date of Issue 12.11.02 Sd/-Date of giving copy 13.11.02 Sd/-

Stamping Charge	03.00
Surcharge	02.00
Total	05.00

13 SEP 2002

Xerox true copy
prepared Sd/-
Checked Registrar
District Court Surat

ROUND SEAL OF
CHEIF JUDI
MAG. COUT OF

94

7 AUG 2002

P.I. Shri G.K.Choudhary Varaccha Pol. Stn

No. --056

For conducting Criminal Procedures as per section 154 for which First Information Report received for cognizable offence at Pol. Stn.

FIR No. I 274/2002 **District** : Surat

Police Station : Varccha

Date & Time of offence : From 06.02.2001 till today.

1. Date & Time of giving Complaint : 06.08.2002 at 10.15 hrs

2. Place of offence & Distance from Police Station : In Surat Nagrik Sahakari Bank Ltd, Near Gitanjali Cinema, Varaccha road, North of Fling Sardar Chowki

3. Date on which sent from Pol. Stn : 06.08.02

4. Name & Address of Informant & Complainant : Shri Naineshbhai Arvindbhai Chitchaya aged : 33 years Occ : Service Resi of : 27/ Samarat tenement, 5th floor, Soni faliya, Surat Service : Authorised person of Surat Nagrik Sahakari Bank Ltd

5. Name & Address of Accused :

1) Home Trade Ltd having its head office at 4-5 Vashi Railway Station Complex Mumbai - 400703.

2) Shri Nandkishore Shankarlal Trivedi aged 45 years, Occ Business Resi On the floor of Devbhuvan bank, Room No. 32 Rajeshwar Mahullo, Chira bazaar, Mumbai - 2.

3) Shri Ketan Kantilal Sheth aged 40 years Occ Business Resi 193, Dalit Store (s-o-h-s) 3rd floor gul gether cross road No. 9 (illegible) Mumbai.

4) Shri Sanjay Hariram Agrawal aged 35 years Occ Business Resi Juhu Shalimar C-H-S Lamington Mall 7th floor Gulmeshwar road No.10 Juhu road, Mumbai - 400049.

5) Shri Subodh Bhandari aged 45 years Occ Business Resi 704, illegible Govind complex Road No. 14, Vasai Mulund Navi Mumbai - 400705.

6) Shri Hiten Bhupendra Shah aged adult years Occ Business Resi 102, Ghandhi building, ashok nagar road vakola Shant cruz Mumbai - 400055.

7) Shri Hiren Gada aged adult years Occ Business Resi whose address at present is not known.

8) Shri Sashank gopal ranke aged 40 years Occ Business Resi 3/1 radha Krishna niwas ground floor S.K. Bhole road dadar C,W,J, Mumbai - 400028.

9) Shri Vijay Himatlal Modi aged 46 years Occ Business Resi a/203, amita co-op society, fulpada road Boriwali East Mumbai - 400066.

96

10) Shri Salil Nilkanth Ghandhi aged years 43 Occ Business Resi 11/13 goldcoin co-op housing society, Tardev Mumbai - 400034.

11) Shri Allen James Mackvin aged 41 years Occ Business Resi 785, castor street monte view, c.o. 94041 U.S.A.

12) Shri Rasal Baikem negar aged adult years Occ Business Resi timber hill h n field M.A. U.S.A.

13) Shri Mike @ Manoj ambalal shah aged 58 years Occ Business Resi bela road HMC extention Banglore - 5060080.

14) Shri Dhanjay Agrawal aged adult years Occ Business Resi Mumbai - whose address is not known at present.

15) Smt Shilpa Hiten Shah aged adult years Occ Business Resi 102, Ghandhi building, ashok nagar road vakola Shant cruz Mumbai - 400055.

16) Smt Jagruti Ketan Sheth aged adult Occ business Resi 193 Lalit kutir CHS gulabshwer cross road JVPD Mumbai - 400049.

17) Shri Kanan Mevawala aged adult Occ Business Resi whose address at present is not known Mumbai.

18) Shri Ketan Mehusuriya aged 35 years Occ Business Resi whose address at present is not known Mumbai.

19) Shri Niraj Surti aged 34 years Occ Business Resi Surya flats 1st floor, Surya Shopping Complex Bharuch Dist Bharuch.

20) Smt Rushi Niraj Surti aged adult Occ Business Resi Surya flats 1st floor, Surya Shopping Complex Bharuch Dist Bharuch.

6) Brief facts of complaint & if any items taken then its brief details : All accused from the beginning had intention of committing cheating and they not been doing business of Government securities still they knowing the same have raised false certificates and thereby have got its sales and purchase by complainant nor they had any government securities nor they had any government contract for it still raised it knowing from the beginning it being forged and bogus and thereby in collusion of one another have committed cheating of big amount of Rs.16,09,60,500/- sixteen crores nine lacs sixty thousand and five hundred and that all accused in collusion one another have committed offence u/s 406,420,409,465,,467,468,471,114 of I.P.C is the matter of offence.

7. Procedures conducted in investigation and reason of delay if any ; -----

8. Details of Muddamal : ----

<u>Complaint</u>

Date

As written complaint received from Shri Nareshbhai Arvindbhai aged 33

98

Occupation Service and Authorised person of Surat Nagrik Sahakari Bank Ltd residing at 27/A Samrat Apartment 5th floor, Soni faliya, surat of dated 01.08.2002 given to Hon Police Commissioner shri office and as per its No. po/arj/1886/2002 of dated 05.08.2002 offence being registered and that complaint is under ;

Facts of complaint of me complainant is of such type that;

1) I complainant is authorised person of Surat Nagrik Sahakari Bank Ltd and I since last 19 years is doing service in said bank and said bank is also registered in District Registrar of Co-operative society sahakari mandli. As per resolution of Surat Nagrik Sahakari Bank Ltd vide no. 8873 and there I have been given authority to conduct procedures against this matter accused and per that complaint has been given.

2) Surat Nagrik Sahakari Bank Ltd has to conduct its procedures as per time and again notifications and guidelines laid down Reserve Bank of India and this way in one notification Reserve Bank had given guidelines for maintaining statutory illegible reserve fund and per that relevant guidelines 25% statutory Government reserve fund was required to be maintained.

3) Accused No.1 Home Trade Ltd accused No.19 and 20 had been time and again meeting me and with accused no.1 even

directors too were instructing him regarding settlement security and thereby he from Mumbai was coming time and again for Government security and was also informing his benefit in said security and thereby was purchasing security. Accused No. 19 and 20 was time and again were talking now and then with Directors 2 to 18 and thereby accused no. 2 to 18 were involved in business of accused no.1 and that way they have been time and again purchasing government security illegible two lines....

Complaint No. I 274/2002 Continuing...

and that way we keeping faith on them time and again we have purchased government securities from them and that we have been given illegible physical delivery of said government security which we then have got it transferred in the name of bank and that way they had gained trust and faith of Board of Directors of the Bank.

4) Earlier accused had kept one meeting too in the Bank and on that day at 4.30 pm in the evening in which accused no.1 Niraj of Home Trade had come to surat accused no. 2 Sheth, accused No.3 Kanan mevawala, accused no.17 illegible had come in this meeting to us illegible were illegible Rs.12.50 crores as under ;

G.O.I. 10.47%-2015 of Rs.7.50 crore(face value)

G.O.I. 10.70%-2020 of Rs.5.00 crore(face value) bank was offered attractive rate illegible and against which were allured to purchase bank security the above mentioned 4 accused had given allurement for giving security at below mentioned rates.

Details of Security

G.O.I. 20-10.7.50% of Rs.10.00 crore(face value)

G.O.I. 2009 7.00% of Rs.5.00 crore(face value)

Total Rs.15.00 crores

This persons by giving above mentioned allurement and thereby alluring shareholder of our bank and thereby sold got it sold above securities and then on dated 07.12.2001 settlement was done and as per settlement Rs.15.00 crores of security delivery illegible illegible was given.

5)As mentioned by accused opinions given by them in that time of said securities details have not been given for which now and then by the banks its demands were made by phone and fax. Delivery of this Rs.15 crore securities for long time has not been given by this accused and while making its demands instead of giving delivery of securities on dated 21.2002 accused no.Shri Surti 19, accused no.3 Ketan Sheth, accused no. 2 S. Trivedi had come to bank and thereby said accused had informed that they have sold Rs.15 crore securities and informed that if securities are purchased then more interest can be availed.

Details of Security

G.O.I. 2017-8.07% Rs.15 crore(face value) As above When accused had come to bank allured us for getting more interest illegible illegible..

Complaint No. I 274/2002 Continuing...

and that Rs.15 crore (face value)of security along with added interest amount that way total Rs.16,09,60,500/- rupees sixteen crore nine lac sixty thousand and five hundred has to be paid informing such, said amount was taken from our bank and thereby informed that delivery of this securities shall be given in 4-6 weeks. accused had given an contract for this purchases wherein it was informed delivery in one week.

6)With the accused for the purpose of security I had to conduct letter correspondence in respect of said correspondence on dated 23.01.2002 an reply was given by the accused to the bank in which it was informed that as from different R.B.I. state offices securities have to be brought by getting it transferred thus on dated 31.1.2002 and dated 7.2.2002 will do part delivery and then after accused no.1 Home Trade sent 7.50% five crore and at 7.00% of three crore of Riddhi Sahakari Bank Ltd R.B.I receipt No. 312 of dated 8.12.2001 and then after of 7.50% - 2010 of five crore

102

and of 7% - 2009 of two crore of Barot District Co-op Bank Ltd with R.B.I. d.a.o receipt no. 14447 of dated 8.12.2008 were sent and then after of dated 20.2.2002 of 8.07% -2017 of one 15 crore security to us accused no.1 illegible will deliver in 4 to 6 weeks such assurance was given and then March ending coming before delivery on dated 25.3.2002 illegible and on dated 25.3.2002 accused no.1 and accused no. 19 illegible had written letter in that it was informed that on dated 25.3.2002 illegible till date delivery has not been done in response to this from accused no.1 such reply was given that on dated 26.3.2002 vide fax message had come that in first week of April delivery of Rs.15 crore of security shall be done and in mean time several times on phone delivery of said Rs. 15 crore securities were done and then said delivery not been received thus on dated 03.04.2002 through phone it was informed to held urgent meeting on dated 04.04.2002 in that it was observed that till date as per talks of accused and the contract given by them all are bogus and false and that accused were knowing it, illegible then as per below mentioned two cheques accused had given in the name of bank :

1. H.D.F.C. Bank of Nariman point of dated 14.06.2002 984290 of Rs.7,65,47,58.33/-

2. H.D.F.C. Bank of Nariman point of dated 21.06.2002 984291 of Rs.8,98,93,600.00/-. In addition to that accused had given

illegible of Siddhi Sahakari Bank Ltd illegible of Banglore -512 and of dated 8.12.2001 of illegible Bank D.D.O Receipt No.14447 was given. and those receipts being got verified by R.B.I. said receipts were bogus and false and that R.B.I. coming it to know thus to us on dated 13.06.2002 you have been informed. Also it was informed to conduct criminal procedures against the accused.

This accused from the beginning only had planned forgery and cheating illegible illegible they had given us false documents they did not had any government securities nor they had done any contract of purchasing government securities. Still they had given us false contract and other documents also accused from the beginning only were knowing that all their documents were false thus all the above mentioned accused in collusion of each other thereby from the beginning only have made false representations with the bank and with evil intention they all have jointly committed act of criminal breach and cheating of Rs.16,09,60,500/- by showing and making false government documents and securities which they all were knowing it to be false and bogus still they all have used it as real thus all accused have committed criminal offence u/s 406, 420,409,465,,467,468,471 of I.P.C for which I complainant has given this complaint my witnesses shall be those who comes across during investigation thus

1064

this my complaint to conduct procedures against them.

My witnesses are as under;

1. illegible Shah

2. illegible

If required further names of witnesses shall be given.

Seal of Surat Nagrik
Sahakari Bank Ltd,
Surat, Bhagal Branch
Date. 1.08.02

For, Surat Nagrik
Sahakari Bank Ltd,
Surat, Bhagal Branch
Authorised person

Attachment: Along with this relevant documentary evidences are annexed herewith.

Before me, Sd/-
Varaccha Pol. Stn.
(P.I. G.K.Choudhary)

Copy Sent to :
Hon. Chief Judi Magistrate of Surat

Seal of Hon. Chief
Judi Magistrate of Surat

True Translated Copy

ANNEXURE -P-6

105

DR M/case No. 3/2002 dt. 16-7-02

First Information Report of Cognizable Offence

[under section 154 of Criminal Procedure Code]

Sub District:- Navsari District:- Navsari

Date and time of occurrence of offence:-

From 06/02/2002 to till date.

---

(1) Information received at P.S.:- Date 16/07/2002 14:30 Hrs.

(2) Direction and distance from Police Station:- Mauje- Gandevi People's Co-Operative Bank Limited, East 200 m. Town beat, Taluka- Gandevi.

(3) Date of sending to Police Station: 16/07/2002

(4) Name and address of Complainant / Informant Champakbhai R. Mali, Age-55 years, Occupation- Job, Residing at- Ugman Street, Gandevi, Ta. Gandevi, District- Navsari.

(5) Names and addresses of accused persons, full particulars [Details of known/suspected/unknown accused with full particulars]

(1) Home Trade Limited

(2) Nandkishor Shankarlal Trivedi

(3) Ketan Kantilal Sheth

(4) Ajay Hariram Agrawal

(5) Subodh Bhandari

(6) Hiten Bhupendra Shah

(7) Hiren Gada

(8) (illegible) Gopal Rande

(9) Vijay Himmatlal Modi

(10) Salil Dinkarlal Gandhi, all residents of Mumbai

(11) Allen Jamen Mackmillan

(12) Rassal (illegible) Camp etc, No.11-12 residing at the U.S.A.,

(13) Mike @ Manoj Ambalal Shah residing at-Bangaluru,

(14) Dhannanjay Agrawal

(15) Shilpa Hiten Shah

(16) Jagruti Ketan Sheth

(17) Kanan Mevavala

(18) Ketan R. Maskariya, No.14 to 18 residing at Mumbai

(19) Niraj A. Surti

(20) Mrs Kruti Niraj Surti, No.19, 20 residing at Bharuch.

(6)Brief facts of the complaint / incident and if stolen, full particulars of properties stolen:-

Brief facts of Offence under Sections-406, 420, 120(b) of the I.P.C. is such that at the above stated date and time, the accused persons of this case mentioned in column no.5, office bearers of the Home Trade Limited-Mumbai took office bearers of the People's Co-operative Bank Ltd. and cheated them of Rs.2,90,10,162-50 given for purchase of government securities and caused financial loss to the bank and thereby committed the said offence.

SD./- (illegible)   Designation: PSO, Gandevi

Occupation: In the Court of Learned Judicial Magistrate at Gandevi.

Criminal Case No.:11/2002

Complainant: Champakbhai R. Mali, Age-55 years, Occupation: Job, Residing at - Ugman, Gandevi, Ta. Gandevi, District: Navsari.

Against Accused:

(1) **Home Trade Limited Registered Company**

Mittal Court, 'A' Wing, 143, 14th Foor, Nariman Point, Mumbai-400021.

(2) **Shri Nandkishor Shankarlal Trivedi,**

Age-45 years, Occupation- Business, Residing at Devbhuvan, Second floor, Yara Bazaar, Mumbai.

(3) **Shri Ketan Kantilal Sheth,**

Age-40 years, Occupation- Business, Residing at 193, Lalit Kutir, Gulmahor Crossroads, Road No.9, Juhu, Mumbai.

(4) **Shri Sanjay Hariram Agrawal,**

Age-35 years, Occupation- Business, Residing at Gulmahor Crossroads, Road No.10, Juhu, Mumbai.

(5) **Shri Subodh Bhandari,**

Age-46 years, Occupation- Business, Reside at 704 B, Govind Complex, Sector No. 14, Vashi, Navi Mumbai-400705.

(6) **Shri Hiten Bhupendra Shah,**

Age-adult, Occupation- Business, Residing at 102, Gandhi Nivas, Ashoknagar road, Wadala, Shantakunj, Mumbai.

(7) **Shri Hiren Gadda,**

Age-adult, Occupation- Business, Senior Vice President, Home Trade Limited Registered Company, Mittal Court, 'A' Wing, 143, 14th Floor, Nariman Point, Mumbai-400021.

(8) **Shri Sashank Gopal Rande,**

Age-40 years, Occupation- Business, Residing at 3/1, Radhakrushna Nivas, Ground floor, S.K. Bollywood, Dadar (C.W.J.), Mumbai.

(9) **Shri Vijay Himatlal Modi,**

Age-46, Occupation- Business, Residing at 203, Amita Co.-Op. Housing Society, Kulupawadi road, Borivali (East), Mumbai-400063.

(10) **Shri Salil Dinkarlal Gandhi,**

Age-43, Occupation- Business, Residing at 11/13, Gold Coin Co.Op. Housing Society, Tardev, Mumbai-400034.

(11) **Shri Alan James Macmillan,**

Age-41 years, Occupation- Business, Residing at 785, Castro Street, Montegue, CA 94041, U.S.A.

(12) **Shri Russell Bandcam Vegar,**

Age-adult, Occupation- Business, Reside at Timber Hill Terrace, Ion Field, M.A. 1940, U.S.A.

(13) **Shri Mike @ Manoj Ambelal Shah,**

Age-58 years, Occupation- Business, Reside at Bellary road, R.M.V. Extension, Bangalore-506080.

(14) **Shri Dhananjay Agrawal,**

Age-adult, Occupation- Business, Director, Home Trade Ltd., Reside at Mittal Court, 'A' Wing, 143, 14th Foor, Nariman Point, Mumbai-400021.

(15) **Shrimati Shilpa Hiten Shah,**

Age-adult, Occupation- Business, Reside at 102, Gandhi Nivas, Ashoknagar road, Wadala, Shantakunj, Mumbai-400055.

(16) **Shrimati Jagruti Ketan Sheth,**

Age-adult, Occupation- Business,Reside at 193, Lalit Kutir, Gulmahor Crossroads, Road No.9, Juhu, Mumbai.

(17) Shri Kanan Mevawala,

Age-28, Occupation- Business, Reside at Jayana Mahal, Fifth floor, Opposite Wankhede Stadium, Marine Drive, Mumbai.

(18) Shri Ketan R. Maskariya,

Age-35 years, Occupation- Business, director, Reside at Mittal Court, 'A' Wing, 143, 14th Foor, Nariman Point, Mumbai-400021.

(19) Shri Niraj A. Surti

Age-34 years, Occupation- Business, Reside at Surya Flats, 1st Floor, Above Surya Shopping Complex, Sevasram Road, Bharuch-392001.

(20) Mrs. Kruti Niraj Surti,

Age-Adult, Occupation- Business, Reside at Matru Ashish, Near Rungta Eye Hospital, Singhvai Road, Bharuch-392001.

Brief facts of the complainant u/s 4406, 420, 120(B) of the IPC is such that,

(1) We, the complainant, are Cooperative Bank established and run under the Banking Regulation Act, 1949 and Gujarat Cooperative Act and sub-rules at Gandevi. The Reserve Bank of India, Ahmedabad has given required licenses to our Institution to carry out banking work and Head Office of our Bank is situated at Gandevi and other offices are situated at Billimore and Chikhali. As per resolution No.2(A)3 dated 19/05/2002 passed by the Board of Directors of our Bank, I, the complainant, have been authorized to lodge complaint against the accused persons as per rules and accordingly, present complaint has been filed against the accused persons of this case.

(2) The accused No.1 of this case is the firm namely "M/s. Home Trade Limited" and the said firm has been registered as share and broker in National Stock Exchange. The accused Numbers 2 to 18 of this case are Directors and accused no.19 and 20 work at Bharuch and they identify themselves as agents of accused no.1 firm. They

have been making the said representation before the complainant since the beginning and believing the said representation, continued proceedings thereof by accepting them as agent of the firm i.e. the accused No.1. The accused Nos. 2 to 18 are managing and administering the firm of the accused No.1 as Directors of the firm and they are responsible for management of the firm. By the virtue of this fact, the complaint has been registered against the accused persons of the firm.

(3) Accused no.3 Shri Ketan Sheth is a leading share broker at Mumbai and making representation as a reputed share broker he stated that he was a director of Euro-Asian Securities Ltd. in 1999 and said company was a member of the National Stock Exchange, and said company dealt in business of buying and selling of government securities on large scale as per the requirement of customers.

As per Statutory Liquidity Ratio, which is known as S.L.R., the complainant Bank has to invest minimum amount in Government Securities and the Reserve Bank of India decides this Statutory Liquidity Ratio, which is known as S.L.R., from time to time as per provisions of the Banking Regulation Act, 1949 and it is mandatory for all the Cooperative Banks to comply with such direction of the Reserve Bank of India. In this way, it was mandatory for the complainant Bank to invest in Government Securities to maintain S.L.R.

(4) with reference to above mentioned facts and to satisfy legal provision and relying upon the representation of accused No.3 Ketan Sheth, complainant bank paid Rs.25,77,258-61 paisa to the accused through Cheque No.63956 drawn on the Maharashtra State Co-Op. Bank Limited, Mumbai and purchased the government securities and aforesaid transaction was carried out to the satisfaction of the complainant bank.

115

(5) Thereafter, accused no.3 Ketan Sheth accompanied accused no.4 Sanjay Agrawal and accused No.2 Nandkishor Trivedi to the head office of the complainant bank in May-2000 and made representation that they have changed the name of their Euro-Asian Securities Limited to Home Trade Limited and that Home Trade Limited was a member of the National Stock Exchange and that the mangers of the said firm were highly professional technocrats and requested to carry out transaction of government securities through Home Trade Limited. Accused persons further representated that Vez India Limited was sister company of Home Trade Limited firm group and persons like Shah Rukh Khan, Rutvik Roshan, Sachin Tendulkar and Priyanka Chopra were associated with the said company. accused persons requested to visit Mumbai in order to get idea about business of aforesaid companies. Considering the request of accused persons, director of complainant bank visited the accused firm situated at Software park, New Mumbai. Said office had ultra modern facilities, fully

computerised and air conditioned one (illegible lines) ..... made attempts to create a false impression of good dealing.

(6) Relying upon above representation of the accused persons and with a purpose to maintain SLR, complainant carried out below mentioned financial transactions through accused persons.

Details of Financial Transactions

A) Amount of Rs.25,7,358-61 paisa was paid through cheque no.63956 drawn on the Maharashtra State Co-Op. Bank Limited in October-1999.

B) Ketan Sheth accompanied accused no.4 Sanjay Agrawal and accused No.2 Nandkishor Trivedi to the head office of the complainant bank in May-2000 and made representation that they have changed the name of their Euro-Asian Securities Limited to Home Trade Limited and Home Trade limited dealt in government securities and it was a member of the stock exchange and requested to carry

117

out further transaction with their firm. They further made representation that Home Trade Limited was a firm managed by highly professional experts. Shah Rukh Khan, Rutvik Roshan, Sachin Tendulkar and Priyanka Chopra were associated with the said company. Considering the request of accused persons, director of complainant bank visited the accused firm situated at Mumbai and they submitted high claims regarding their firm. Accused persons had intention to cheat since then.

C) As per the representation of the accused persons, we informed them to purchase government securities on 16/01/2001 and accused provided contract no. number 6405 and 6407 dated 16/01/2001 and above contract was for Rs.1,98,95,641-67 paise.

D) As per the contract note number 6403 and 6409 of accused persons, we decided to purchase 13.90% bonds of the Sardar Sarovar Narmada Nigam and Rs.63,79,986-72 paise were due to be paid to the accused towards transaction of the same. Pursuant to the same, the said amount was paid through Cheque No.069109 drawn on the HDFC bank.

E) In other transaction, we asked to sell securities of Rs.2,21,90,375-00 paise, accused provided contract note no.6815 and 6817 and we provided the securities to accused accordingly. We had purchased 85% GOI-2015 securities for Rs.2,02,305-56 paise through contract note no.6813 of accused and accused paid Rs.19,52,069-44 paise towards the difference. However, accused did not provide security for note number 6813.

F) Accused were asked to provide securities for note number 6813 in Novermber-2001, and accused stated facts of earning huge profit towards sale of aforesaid securities. Therefore, accused were asked to sell the said securities and accused informed about sale of the same through contract note 6867 dated 15/11/2001 for Rs.16,68,694-44 paise.

G) In order to satisfy the requirement of SLR, we asked to purchase GOI-2019 securities and accused provided contract note no.6869 dated 15/11/2001 for Rs.2,72,93,665-67 and we paid the difference amount of Rs.56,24,972-23 paise in this connection to accused through cheque no.297812 drawn on the HDFC Bank. The accused were to provide the said security to us in December - 2001.

H) In place of accepting delivery of aforesaid security, we asked the accused to sell said security on 16/12/2001. In this connection, accused provided contract note no.6939 dated 16/12/2001 for Rs.2,90,16,743-06 paise.

I) IN order to meet our requirement of SLR, we purchased 7.50% GOI-2010 securities from accused through contract note no.6941 dated 16/12/2001 for Rs.2,79,58,333-33 paise and accused paid difference amount of Rs.10,58,409-33 paise to us for aforesaid transaction through cheque. Accused were to give delivery of aforesaid securities to us.

J) Accused were told to carry out sale transaction regarding contract no.6941 on 26/02/2002 and accused provided contract note no.7435 dated 26/02/2002 for Rs.2,86,79,062-50 paise to us.

K) For our requirement, accused were asked to purchase 77% of GOI-2017 securitites, and accused provided contract no.7437 dated 26/02/2002 for Rs.2,90,10,162-50. Accused were to give aforesaid securities to us. But, accused persons in collusion with one another since beginning, misled the bank and lures us with mala fide intention and availed amount in crores from us and despite knowing that it would cause us huge losses, they obtained such amount from us and utilised the same for their personal use and misappropriated the said amount in crores. Despite demanding the said amount time and again, they do not return the 8.07% GOI 2070 securities as per the contract note number 7437 dated 26/02/2002. Though we tried to contact the accused persons over phone, fax

121

and personally, accused persons are not found at their business or residential address, nor do they provide us securities asper our demand. They do not act as per their promise. Thereafter, as per the information obtained from newspapers, TV and other media, we have become sure that accused persons has not provided the securities purchased through contract note number 2017 dated 26/02/2002 for Rs.2,90,10,162-50 by us. Though the accused persons are responsible to provide the same to the accused, they have not provided it. Thereby, they intentionally committed the acts mentioned in the complaint and committed grave criminal offence u/s 406, 420, 421(B) of the IPC. We submitted complaint to take legal action against them at Gandevi police station on 09/07/2002 and they asked to approach the Court to get justice. And present complaint has been filed here.

(8) Our witnesses are as under.

1) I-complainant.

2) Shri Akshay R. Desai, Director, The Gandevi Peoples Co-Op. Bank Limited, Gandevi.

3) Shri Mukesh Maheta, Director, The Gandevi Peoples Co-Op. Bank Limited, Gandevi.

4) Shri Manharlal D. Shah, Director, The Gandevi Peoples Co-Op. Bank Limited, Gandevi.

5) Shri Kishor T. Patel, Director, The Gandevi Peoples Co-Op. Bank Limited, Gandevi.

6) Shri Gulabbhai B. Patel, Director, The Gandevi Peoples Co-Op. Bank Limited, Gandevi.

Further witnesses may be produce as per requirement.

Date: 10/07/2002

Declaration

I-Complainant declare at Gandevi today that all the facts mentioned in above complainant are true and correct as per my knowledge and belief.

123

Date:10/07/2002

Above written complaint was forwarded by learned JMFC at Gandevi vide outward no.763/2002 as Criminal Miscellaneous Application No.11/2002 on 12/07/2002 for investigation and offence was registered in this connection vide Case No.03/2002 with Gandevi police sation and report u/s 157 of the CrPC was forwarded.

Sd./-
PSI,
Gandevi

Copies sent to:
Learned JMFC,
Gandevi Court,
Date:16/07/2002

Sd./-
PSI,
Gandevi

True Translated Copy

ANNEXURE-P-7

124

FIR No. I 93/02 dt. 18-8-02

First Information Report of Cognizable Offence

[under section 154 of Criminal Procedure Code]

Sub-District : Navsari Town, District:- Navsari.

Date and time of occurrence of offence:-

During February-1999 to 29/04/2002.

(1) Date and time of conveying information :

Date : 18/08/2002, 22:00 Hrs.

(2) Place of offence and distance and direction from the police station :

Mouje Navsari Peoples' Co-operative Bank, Din Dayal Upadhyay Bhavan, Opp.Gayan Shala, Dhobivad, Navsari, South, 2 Falang.

(3) Date of sending from the Police Station: 18/08/2002.

(4) Name and address of Complainant / Informant :

Bhanuprasad Harishankar Suthar, Manager, Shri Navsari Peoples' Co-op Bank Ltd., R/o 304, Dhruv Apartment, Near Vijay Park Society, Opp.Lunci Kui, Navsari, Phone no.40621 (R), 57209(O).

(5) Names and addresses of accused persons, full particulars :

(i) Shri Sanjay Hariram Agrawal, Director, Reside at Juhu Shalimar CHS Limited, Seventh Floor, Gulmahor Crossroads No.10, Mumbai-

49, Juhu, Mumbai and Kusum Apartment, Sector No.17, Vashi, Navi Mumbai, Phone No.789172.

(2) Shri Ketan Sheth, Director, Resident of 193, Lalit Kutir, CHS, Third Floor, Gulmahor Crossroads No.9, Juhu, JVPD, Mumbai-49. Phone : 6194012, Mobile-98211 42821 and 98211 42823.

(3) Mrs.Jagruti, W/o Ketan Sheth, R/o As per above sr.no.2. Mobile Number : 98213 30822.

(4) Shri Nandkishor Shankarlal Trivedi, Director, Resident of Devbhuvan, Second floor, Yara Bazaar, Mumbai. Mobile No.98210 30149 and Pushpam Apartment, A-110, Third Floor, 3/A, Khandubhai Desai Road.

Sd/-

Designation

Police Inspector,

Navsari Town.

Note : First information to be written below, against its truthfulness, the signature or mark of informant may be taken or thumb impression may be taken, the officer writing down the information to make endorsement on it.

In connection with the typed copy of the complaint produced by Mr.Bhanuprasad Harishankar Suthar, Managar, Shri Navsari Peoples' Co-operative Bank Ltd., the complaint is hereby lodged as under :

Complaint : As per provisions of Sections-406, 409, 420, 421, 422, 423, 120(B) and 34 of the IPC.

The facts of the complaint of myself the complainant are as under :

(1) Us the complainant is a co-operative bank. It was formed in the name of Shri Navsari Peoples' Co-operative Bank Ltd, Navsari. Further, its registered and administrative office is at the address of Din Dayal Upadhyay Bhavan, Opp.Gayan Shala, Dhobivad, Navsari, Gujarat. Further, its registration has been done under provision of the Gujarat State Co-operative Act-1961. We as the authorized by the Reserve Bank of India, have been doing the business of banking in Navsari and nearby areas.

(2) Present complaint has been lodged against Ms.Hometrade Ltd. (Hereinafter referred to as the Broker) and the company by virtue of the member of the National Stock Exchange of India (hereinafter be referred to NSE), working as a Share and stock broker, its Directors namely, Sanjay Agrawal, Ketan Sheth, Shri N.S.Trivedi and Shri Subodh Bhandari and other accused persons, hatched criminal conspiracy, committed fraud with us for the amount to the

tune of Rs.24,76,52,925/- (Rs.Twenty Four Crores Seventy Six Thousand Fifty Two Thousand nine Hundred and Twenty five only). We had, by virtue of the member of NSE, purchased Government securities through them and had done full payment thereof. But, the said broker has failed in handing over to us active custody of the Government securities. We are producing Schedule-1 herewith. The same contains the details of different offices of said brokers, names, addresses of it Directors, Bankers and associate companies.

(3) The facts of the case are as under :

(1) Us the complainant is a Co-operative bank established under provision of the Gujarat State Co-op Society Act-1961. Further, we as the authorized by the Reserve Bank of India, have been doing the business of banking in Navsari and nearby areas.

(2) Under provision of the Banking Regulation Act-1949, we are bound to invest 25% amount in net time and demand liabilities in the Government securities. Accordingly, under approval of the RBI, we had decided to make investment within the limit which is known as Statutory Liquidity Ratio (SLR).

(3) In the year 1997, at around 15th date of

the month of December, Shri Ketan Sheth visited our bank and made representation that he is owner of Ms.Ketan Sheth and Company and has been doing the business of sale-purchase of Government securities for the co-operative banks and other different customers.

(4) Thereafter, I discussed with him regarding conditions of purchase of securities through his firm. Lastly, with the view of fulfilling the need of our SLR, we had put and order on 20/12/1997. The said Ketan Sheth and Company had, purchased the securities of GOI (Government of India), 1998 at the rate of 10.50% for the amount of consideration of Rs.35,30,625/-. Further, the amount of consideration for the same was paid through the cheque bearing no.862081 of Maharashtra State Co-op. Bank, Ltd., Mumbai. The said broker had handed over active custody of said security to us. Therefore, both the parties performed their duties. Therefore, we purchased different Government securities from said Mr.Ketan Sheth and Co. During all said transactions, we performed our duties from payment of amount to handing over possession of the security. Meanwhile, Shri Ketan Sheth made a representation before me that he is a Director

in Milkage Management also. Therefore, with the view to complete the deficit of SLR, we had purchased the Government securities from Miltage Management Services Ltd. Both the parties have, against their liability, made arrangement for the payment of money and handing over possession of Securities and have taken over active possession of said securities.

(5) In the month of February in 1999, Shri Ketan Sheth visited our bank and representation that they are the members of one Ms.Euro Ashian Securities, who is a member NSE, who are authorized in selling and purchasing the Government securities. He requested us to purchase the securities through their said new firm. As we are connected with Ketan Sheth since December-1997 and our all transactions upto February-1999 have been successful, we decided to purchase the securities from them, with the view to complete SLR.

(6) Therefore, for the purpose of SLR, we began purchasing Government Securities from Ms.Euro Asian Securities. For the same also, both of us parties fulfilled our responsibilities. During transactions with said firm, we had sold certain Government securities through them. Further, as a part of intention to fulfill our

responsibility, we had handed over custody of said securities to them. We had also received full amount of consideration. Accordingly, we completed the procedure of sale.

(7) In the month of January-2000, Shri Ketan Sheth, Shri Sanjay Agrawal and Shri N.S.Trivedi informed to us that now their company namely, Euro Asian Securities Ltd. will work with new name of Home Trade Ltd. For the same, Mr.Sanjay Agrawal is a Chairman and the Chief Executive Officer. Further, Mr.Ketan Sheth and Mr.Nandkishor Trivedi are the directors. They made further representation that new company namely, Home Trade Ltd. is a member of NSE, their administration is being done with the team of professionals. Further, they had assured us of doing result oriented business. They requested to do the business with new broker firm namely, Home Trade. They also made representation that they have developed another group company who will, in the name of Value India Ltd. work result oriented in software technology development. They also told that their business development activities will be carried out by the celebrities of film line namely, Shahrukh Khan, Rutvik Roshan, Sachin Tendulkar and Priyanka Chopra. Later on we came to know that they have,

as a part of the planning, formed the said Home Trade Ltd. Company with the view of investing in Government Securities. Further, as mentioned above, they have committed fraud, misappropriate and embezzlement of huge amount from us. Therefore, it is requested to take strict action against them.

(8) As a part of requirement of SLR, for investment of fund for the purchase of Government securities, the orders came to be given to the brokers.

(A) During our trading activities, we came to know through reliable sources that as a co-operative bank, we can we can dispose of the government securities from the open market. Also, for completing the requirement of SLR, we can purchase the Government securities from the open market. We came to know through calculations of loss and benefits that we can sell the Government securities from open market and vice the same, other Government securities will generate more income for us. Therefore, in the interest of the depositors and share holders, we decided to sell the Government securities whenever we get opportunity. Without economic view for the requirement of SLR, we will be able to generate more amounts. .

(B) Therefore, with effect from February-2000, for completion of requirement of SLR, we began purchasing Government securities from Home Trade Ltd. We sold certain Government Securities through them till end of March 2001. The said broker had, as a part of his responsibility, handed over custody of Government securities to us. On accepting the said amount against securities, accepted the Government securities which we had sold.

(C) During the financial year of 2001-2002, RBI issued a circular and informed that the Peoples' Co-operative Banks must increase the volume of investment in Government securities and not deposit the amount in District or State Government banks. To described in other words, for the purpose of fulfilling need of SLR, instead of investing in term deposit with District and State Government banks, the Peoples' Co-operative Banks were permitted to invest the volume of investment in Government securities. We compared between the incomes of District and State Banks and the Government securities. With the view of completing the requirement, as directed in the Circular of the RBI, we invested the amount in Government securities.

(D) During financial year 2001-2002, there had been continuous decrease in the interest rates and the Government issued securities with very less rates of interests. Therefore, the valuation of older Government securities increased in the market and more consideration amount was received.

(E) As we got the opportunity and appreciation of income of the bank and in the interest of the depositors and share holders of the bank, as earlier securities purchased by us were giving more compensation, we sold the same. As a result thereof, more profit was obtained by the bank. At the same time, to complete the requirement of SLR, we purchased new Government securities. On account of the same, we restructured the portfolio of Government securities. Accordingly, income increased for the bank and the requirement of SLR was also maintained.

(F) During our transactions with the broker in sale and purchase of securities, we came to know about the different of amount to be paid to the broker and to be obtained from them. Accordingly, both us and the said broker issued the cheques of difference amount and completed the responsibilities of each-other.

1324

(G) In the month of March-2002, the below mentioned securities for which the amount of purchase order were paid, they were in the custody of the said broker.

No	Sec.Name	Face Value
1	10.50% GOI 2014	50000000.00
2	9.39% GOI 2011	70000000.00
3	11.50% GOI 2011	30000000.00
4	11.50 % GOI 2015	50000000.00
	Total Facevalue	200000000.00

Therefore, we decided to sell the said Government securities. The broker implemented the said transaction and issued the contract notes as mentioned below.

No	Scrip Name	Cont	Face Value	Total Consideration
1	10.50% GOI 2014	7395	50000000.00	63306250
2	9.39% GOI 2011	7397	70000000.00	80874150
3	11.50% GOI 2011	7405	30000000.00	38381250
4	11.50 % GOI 2015	7411	50000000.00	65650694
			Total receivable	24821234444

(H) We had, with the view to complete the requirement of SLR, to purchase the following securities, we informed the broker and broker implemented the said transaction and issued the contract notes to us.

135

No	Scrip Name	Cont	Face Value	Total Consideration
1	08.7% GOI 2017	7453	35000000	35648976.17
2	08.07% GOI 2017	7413	50000000	50928541.07
3	08.7% GOI 2017	7455	1000000	1018570.83
4	08.7% GOI 2017	7401	100000000	101857083.33
5	09.81% GOI 2013A	7399	05000000	58198750.00
			Total Payables	247652925.00

(1) Against the sale-purchase transactions done as above, the broker was supposed to make payment of different amount at Rs.5,59,419.45 and to hand over active custody of above mentioned securities. Regarding the same, the broker issued to us the cheque of HDFC Bank bearing no.984100, dated 19/03/2002. We have received the said amount. The Exhibit A enclosed herewith is the contract note dated 19/03/2002 of sale-purchase of securities by the broker on our behalf has been enclosed. The broker has admitted about the said transaction. Simultaneously, sent the copy of the cheque bearing no.94100, dated 19/03/2002 for the amount of Rs.559419-44. The said broker failed in handing over custody of said securities to us and accordingly breached the contract.

(4) In connection with above facts, the broker of Ms.Home Trade Ltd. has failed in handing over

custody of the Government securities which we had purchased for the amount of Rs.247652925/-. The said amount was fully paid to them.

(5) We had paid the amount of consideration against purchase of said securities. We informed to them through telephone and individually to hand over their custody. But, the brokers kept on giving us false excuses. Till date they have not handed over to us the custody of said securities. To pressurize them to hand over the active custody of the securities purchased by us, we sent fax on the number 722-7812548 on 16/04/2002. Further, we requested to hand over custody of Government securities against the consideration amount paid by us. But, in spite of requesting them in person or through telephone or correspondence, they failed in handing over custody of Government securities. The copy of the letter dated 16/04/2002 is produced at exhibit B. We visited in person to their company, but none of the superior officers were found present. We came to know that they are absconding. Therefore, we were shocked. We were assured that the said brokers have committed fraud with us and they had denied us seeing in person. Further, they have failed in handing over active custody of securities.

Therefore, they are absconding.

(7) On the basis of the reports published in the daily newspapers, Doordarshan news and through certain reliable sources, on knowing about them, we came to conclusion that the said brokers have failed in compliance of the agreement mentioned in the contract notes. Further, in fact they have committed embezzlement of the amount of securities. The said amount was paid by us for the transaction of purchase of securities. Therefore, all the directors and officers of said firm have hatched criminal conspiracy and have committed fraud.

(8) We had, as a part of proactive approach, as per direction of our advisor namely, DR Investor Grievances Limited, we sent the complaint through fax to National Stock Exchange of India, investor service cell on 30/04/2002 and 01/05/2002. Further, the copy thereof has been sent on 02/05/2002. They are produced vide exhibits C and D. Looking to seriousness of the present case and involvement of huge amount in the same, the directors, officers of the said firm and their persons concerned, their assistants may, with the view of escaping from the legal action, move away to foreign countries. Therefore, we hereby request to take

action in the matter and to seize their passports. We request to take action so that the criminals may not move away by leaving the country. We are, with our best knowledge and belief, producing herewith the schedule describing the properties of said broker, directors of said firm, their assistants concerned. Further, we request to seize their said properties.

(9) The accused persons of this case have, committed embezzlement, fraud of huge amount with one Peoples' co-operative bank of Dist.Valsad, two of Navsari, four of Surat, one of Karamsad, Dist.Kheda and thereby have caused loss to the financial interests of the depositors and share holders. On account of the same, the depositors have lost interest with the banks. On account of the same, the said banks are on the verge of lockdown. On doing the same, the accused persons have caused serious loss to the public interest. They have defamed all the well known banks. Stringent most criminal action must be taken against them.

(10) Myself the complainant is a Manager in The Navsari Peoples' Co-operative Bank Ltd., Navsari, having registered office at Din Dayal Upadhyay Bhavan, Opp.Gayan Shala, Dhobivad,

Navsari. Myself the complainant has been vested upon the powers to make signature in the complaint, to lodge the same, to give deposition, vide the resolution no.4 dated 03/07/2002 of the Board of Directors of the Bank.

(11) As all the accused persons of this case have, with planning, hatched criminal conspiracy and have committed offence, it is requested to lodge complaint and to produce them in the court of appropriate jurisdiction.

(12) Out of the accused persons, those bearing sr.nos.9 to 11 and 13 to 15, by virtue of the competent authorities of the said firm, taken active participation in the transactions of securities with us and are involved in the offence.

(13) The witnesses of our complaint are as mentioned hereinbelow. Upon requirement, we will produce more witnesses at the relevant time.

Witnesses :

1. Myself the complainant.
2. Directors of the bank.
3. Mr.T.R.Swami, Dy.General Manager, UBD, RBI, Ahmedabad.
4. Shir Vinayak Rawal, Manager, RBI, Ahmedabad.
5. Vinodbhai G. Desai, Chartered Accountant and Internal Auditor of the Bank.

Thanking you.

140

Sd/-

For the Navsari Co-op Peoples' Co-operative

Bank, Navsari.

Copy forwarded respectfully to :

Chief Judicial Magistrate, Navsari.

Date : 18/08/2002.

Sd/-

Police Inspector,

Navsari Town.

This is to certify that true Xerox copy has been taken from the original.

Sd/-

True Translated Copy

ANNEXURE-P-8 141

First Information Report of Cognizable Offence

[under section 154 of Criminal Procedure Code]

District:- Valsad Police Station:- Valsad City Station Year:- 2002 FIR No. C.R. No. I - 119/2002 Date:- 10.06.2002.

Date and time of occurrence of offence:- During 15.5.2001 to 19.3.2001.

---

(1) Information received at P.S.:- Date - 3/6/2002 at 18.30 hours

(2) Direction and distance from Police Station:-

North 1 Km, Moje Valsad, Sheth Bhagvandas Brijbhushandas Shrof, Bulsar People's Co.Op. Bank Ltd.

(3) Date of sending to Police Station: 6.6.2002.

(4) Name and address of Complainant / Informant

Chetanbhai Ramanlal Desai, Res/o - Samruddhi, Mota Bajar, Valsad, Tal.Dist. Valsad.

(5) Names and addresses of accused persons, full particulars [Details of

known/suspected/unknown accused with full particulars]

Accused:

1) Mr. Nandkisore SHankarlal Trivedi, aged 45 yrs, Res/o - Devbhuvan, Second Floor, Room No.32 Gazdar Maholla (Street), Mira Bajar), Mumbai-2
2) Mr. Ketan Kantilal Sheth, Res/o - 193, Lalit Kutir (CHS), Third Floor, Gulmohar Cross Road, Road No.9 (JVPD), Mumbai.
3) Mr. Sanjay Hariral AGrawal, Res/o - Mumbai,
4) Mr. Subhodh Bhandari, Res/o - Mumbai.
5) Mr. Hiten Bhupendra shah, Res/o - Mumbai
6) Mr. Hiren Gada, Res/o - Mumbai.
7) Mr. Sashank Gopal Ranade, Res/o - Mumbai.
8) Mr. Vijay Himatlal Modi, Res/o - Borivalli (East), Mumbai.
9) Mr. Salil Dinkarlal Gandhi, Res/o - 11/13, Gold Coin Co.Op. Hsg. Socy, Ltd, Bhardev, Mumbai.
10) Alen James Macmilan, Res/o - 785, Castro Street, Montegue CA, 94041 USA.

11) Rasel Bankekem Vegar, Res/o - Timber Hill Terrace, Iron Field MA USA

12) Mr. Mike alias Manoj Ambelal Shah, Res/o - Bangalore Belari Road, RMV Extension, Bangalore,

13) Mr. Dhananjay Agrawal, Res/o - Mumbai.

14) Ms. Shilpa Hiten Shah, Res/o - Gandhi Nivas, 202, Mumbai.

15) Ms. Jagruti Ketan Sheth, Res/o - Gulmohar Cross Road No.9, Mumbai.

16) Ms. Kanan Jovavala Res/o - Nr. Jayant Mahal, Fifth Floor, Mumbai.

17) Mr. Ketan R. Maskariya, Res/o - Mumbai, present address not known.

18) Mr. Niraj A. Surti, Res/o - Surya Flat, First Floor, Bharuch.

19) Ms. Kruti Niraj Surti, Res/o - Surya Flat, First Floor, Bharuch.

(6)Brief facts of the complaint / incident and if stolen, full particulars of properties stolen:-

Offence under Sections-406, 409, 420, 421, 422, 423, 120(b) and 34 of I.P.C. In such a way that at the above stated date and time, the accused persons of this case committed fraud with the Bank in regard to their business of Home Trade Limited Company of which shares and stock brokers and merchant. They had hatched a pre-planned conspiracy and they had aided each other and with the complainant who is having business in the name of Sheth Bhagwandas Brij Bhukhandas Shroff working with Valsad Co. Operative Bank Ltd., Valsad as whose Manager and on behalf of the bank the banking activities are being made and they had in regard to their this Home Trade company of which banks of which ownership Government security certificate and different cheques by which money was got deposited and this money had to be taken by the accused of this matter by committing breach of trust and malafide intention to obtain financial benefits and they had committed cheating with the bank and the bank's money was misappropriated and the bank's security certificate was given and the bank's money being Rs.28,75,21,754.33 new paise was misappropriated by committing cheating and breach of trust and the pre-planned conspiracy against the bank was made and the offences have been committed, etc...

Date. 6/6/2002

Complaint:

Mr. Chetanbhai Ramanlal Desai, had in regard to the Sheth Bhagwandas Brijbhukhandas Shroff of Bulsar People's Co. Op. Bank Ltd. of which he is the Manager, aged 49 years, Occupation - Service, Res/o - Samruddhi Mota Bajar, Valsad, Taluka Valsad, had in regard to which the complainant fact of the complaint is that –

Brief facts of the complainant is such that, I the complainant Sheth Bhagvandas Brijbhukhandas Shroff for Bulsar People's Co.Op. Bank Ltd. Valsad of whose Manager I was working since last 15 years. Our bank had in regard to the Sheth B.B. Shroff Bulsar People's Co.Op. Bank Ltd. which is identified by that name and since last 77 years we are doing the banking activities and therefore we are having a very good reputation in Valsad District.

(2) Our bank had as per the Banking Regulation Act, 1949 under which provisions and as per the guidelines issued by the Reserve Bank of India which were issued then as per such circular the workings are made.

(3) Our bank had as per the provisions of the Banking Regulation Act, 1949 as per which statutory liquidity and to maintain the reserve funds limits the time and demand liquidating of 25% such amount of investment was to be made as Government security and other known sureties were to be made.

(4) The Reserve Bank of India had in regard to their citizens bank as investment of Government security was to be made and in that regard from time to time the Circulars are being issued and such investment limits to be enhanced for which circulars are also

issued and due to which reasons our bank had been required to mandatorily make Government securities and therefore such enhancement in that regard was required to be made.

(5) I the complainant of Sheth B.B.Shrof Bulsar People's Co.Op. Bank Ltd. being its Manager as per which capacity and due to which in the matter of the complainant the work is to be made and all such transactions by my presence and it is in my knowledge and as part of one of my duty and therefore the banking investment committee and its administration arrangement committee had for the Government security work connection and for other securities for which work is done and the same is to be implemented by me.

(6) I, complainant Sheth B.B. Shroff for Bulsar People's Co.Op. Bank Ltd. had through the Administration Committee had passed legal resolution. In this matter the accused against whom the legal complaint being made for which powers have been given to me For this fact the Administration Committee as on 29.5.2002 as per which 9 (nine) resolutions

are made. On that basis I complainant Sheth B.B. shroff Bulsar People's Co.Op. Bank Ltd., Valsad on whose behalf the present legal complaint is being registered by me.

The accused of this matter is running and doing work for Home Trade Ltd. and Vez India Ltd. as per the address stated therein and the work of (1) Home Trade Share and Stock Broker and Merchant business is done and that is having the member of National Stock Exchange of India its office are Vasi, Navi Mumbai and Mital Court 'A' Nariman Point, Mumbai and Raheja Centre free press Journal at Mumbai, which is there.

(7) **As the Vez India Ltd. shares and stocks** broker and merchant which is having office at Home Trade Ltd. and at Tower No.6, Third Floor International InfoTech Yard, Vasi, Navi Mumbai and that is having its Telephone NO.7812444 and 7812550 is there and as Home Trade Ltd. of which business transactions and to use it is there.

(8) Some of the accused of this matter had in regard to the Home Trade Ltd. and Vez India

Ltd. company which is other than that having the below named associated company, having address as - 103, Liberty Apartment, 80-A Sarojini Road, B/h. McDonald, Vile Parle (West), Mumbai - 400056 which is having telephone No.6194712 is there.

(1) Giltej Management service Ltd., (2) Giltej Invsetment Banking Services Ltd., (3) Giltej Forex Ltd, (4) Giltej Equity Varieties, (5) Giltej Credit Capital Limited, (6) Ketan Sheth and Company are there.

Other than that the accused of this matter has the following detailed associate companies such as

(1) Uro Discover Technology Ventures Limited Address - 5, Duke of Edinburgh Avenue, Port, Lui motici Yes,

(2) Uro Discover Technology Ventures ltd,

(3) Uro Offer Investment Bank Ltd.,

(4) Dalhousie Securities Pvt. Ltd.

(5) Uro Allied Ltd.

The accused of this matter had with the complainant's bank its money and security certificate was given and thereby committed cheating and misappropriation and above associated companies and its sister concerns of which associate concerns and for its sister concerns Directors and personal and its other accounts in which the money was transferred and it came to be known that -

(9) The complainant of accused No.1 to 5, 7 to 12, 14 to 13 and 18, 19 on which the complainant having stated the address where the accuse dNo.6, 13, 17 where its residential address are there and its information is presently not with the complainant. In this matter the accused No.3 - Sanjay Hariram Agrawal, Chairman of Home Trade Ltd. who is working as such and he had given a false and bogus contract being made with us the complainant and thereby he has committed cheating and misappropriation of the banks' money and in that regard all the accused of this matter in a planned manner at various stages such conspiracy was made to commit the offence and each accused had for such conspiracy what role was made by them

then as to in what manner it is to be made and its one complete stage wise plan was made and each accused in whose share the work is performed and the complainant bank with which the cheating and breach of trust which serious offences have been committed. The said accused had as part of the conspiracy they had sold the government security to the complainant bank and its certificate and money which are to be obtained from the bank for which government security by way of tis cheque was take from purchase the new securities and by so doing the complainant bank with which the misappropriate and breach of trust and government security of which money was taken and accused who are doing work of broker and merchant had made the above said transaction with the bank by the accused.

The accused No.6 of this matter Mr. Haren Gada had worked as a Vice President of Home Trade Ltd and he had committed the cheating and misappropriation of money with the bank.

The accused of this matter accused No.4 Mr. Subhodh Bhandari, Director of Home Trade Ltd. which work was made and he had from us the complainant bank the false and bogus contract note was given and the bank with whom they had committed cheating and misappropriation of money of the bank.

The accused No.1 of this matter Nandkishore Shankerlal Trivedi had introduced as Director of Uro Asian Securities Ltd. and Home Trade Ltd. and with the complainant bank from time to time by coming he had the motive of making cheating with the complainant bank and the money of the bank and Government securities of which certificates to be misappropriated and its important activity is done and the bank's money and securities and bond certificate was misappropriated and it has committed cheating.

The accused No.2 of this matter Ketan Kantilal Sheth had given his identity as Ketan Sheth and Company and Uro Asian Securities Ltd. and Home Trade Ltd. of which Directors was stated and with us the complainant bank had from time to time arrived and the complainant's bank with which cheating and the money of the complainant to be taken for which its securities and bond certificates have been misappropriated and the cheating and misappropriation which main role has been played by them.

The accused Nos.5, 7 to 13 are presently doing the work as Directors with Home Trade Ltd. and we the complainant's bank the cheating being made and the money and certificates were tampered and the role is played. Further the bank's money of certain amount is possessed by them and said accused had as part of the conspiracy and their share which was there which work was performed by them.

The accused No.16 of this matter is Ms. Kanan Jovavala as Manager of Home Trade Ltd. which work is done. Further accused No.1 to 4 all such personal information is with them and we the complainant's bank of which financial transaction which took place and which information is with them. Further the said offence when committed then all remaining accused had performed the role of such conspiracy and the bank's money and Government securities certificates and other accused as where and how the disposal has been made and where it is there and such information is known by him. And said bank money of which cheating and misappropriation is done and certain share is possessed by them.

The accused No.17 of this matter Ketan R. Maskariya had worked as an officer of Home Trade Ltd. and the other accused had disposed of the government securities and to whom it was given which information is with him. And said accused as per above transaction the work is performed and as part of this scheme its share is obtained and said bank money of which part is there with him.

(10) The accused Nos.1 to 17 of this matter were previously doing the business in the name of Ketan Sheth and Company for work of broker and merchant. Thereafter they were doing the work in the name of Uro Asian

Securities Ltd and as its broker and merchant. Thereafter they were doing business in the name of Uro Asian Securities Ltd. from March 2000 and such name of Uro Asian Securities Ltd. and Home Trade Ltd. both are one and same company. The accused No.18 and 19 were previously Ketan Sheth and Company with which they were associated and thereafter Uro Asian Securities Ltd. with which they were associated and presently they are associated with Home Trade Ltd. Co. and the accused No.18 of this matter is doing business of Growth Avenue Research and Management Consultants, Tower Kinnari Opposite Cinema, Ring Road, Surat and they were working as Government security broker and accused Nos.1 to 17 are sub broker of the company and working there. The accused No.19 who was for Uro Asian Securities Ltd. and Home Trade Ltd. Company of which they were working as its sub-broker. This accused Nos.18 and 19 accused are having good relations with accused Nos.1 to 17.

(11) The complainant bank had as a part of the scheme which conspiracy for which accused No.18 for which Mr. Niraj A. Surti and from November 1993 had come to the complainant bank and the complainant and bank's Board of Directors had been met and it was stated that as Growth Avenue Research and management Consultants Ltd. in which name the Government securities investment being made for which they are the brokers and as to what work is done of the bank then its Government securities for which in bonds it should be invested which advice and guidance were given. Therefore the bank had asked them to send a quotation for investments and as per that they had at different times as stated below then for securities the quotations were sent and with bank the investment related transactions were made.

(1) 10.50% GOI 2005 Rs.1 Crore face value

(2) 11.75% GOI 2001 Rs.1 Crore face value

(3) 12.50% GOI 2004 Rs.1 Crore face value

The above securities of which payable money was paid by the bank and against which the Government securities certificates were given. The complainant bank purchased from the accused No.18 the Government securities which sent along with it and such fact was stated and accused No.18 had stated that he is a small time broker but my friends and relatives and employer Mr. Ketan Sheth and I would bring him and thereafter accused No.18 had come in the month of December 1997 with accused No.2 Mr. Ketan Kantilal Sheth and accused No.3 Mr. Sanjay Hariram Agrawal to the bank and they had given their introduction to the board and he is my employer and Ketan Sheth and Co. which is a known government securities broker and merchant and it is purchasing and selling the same. If the bank makes investment in Government securities then its payment when received then the bank's certificate would be provided which assurance was given accused No.2 and 3 to the complainant bank.

Thereafter keeping trust in the say of accused Nos.2 and 3 and 18 the Bank had for 10.85% GOI 2001 the value of RS.1 crore total and 11.25% GOI 2005 for RS.50,00,000/- total value was paid for that money and it was purchased. Similarly for 10.50% GOI 2005 for Rs.1 crore of face value of securities at market value the money was taken and the bank had sold it.

The accused of this matter had the intention from starting that and to fulfil such malafide intention the accused of this matter had hatched a preplanned conspiracy and with our complainant bank the cheating being made as per its motive and to misappropriate and as per such plan under which the accused of this matter had firstly for Ketan Sheth and Company had with the complainant bank the work was done and the complainant banks trust was taken and thereafter in January 1999 the accused Nos.1, 2, 3, 4, 16, 18 and 19 with whom our bank where they came and stated that they have stated a Uro Asian Securities Ltd. and the securities are purchased and sold which work is started and their company is registered with National Stock Exchange as its broker and its license is there. They are registered brokers and merchant and with reasonable rate the Government securities and bond are given. Further if the bank sells any securities and then bank would be given good amount then for that they would purchase it and in such a manner the above accused had with the bank hatched a conspiracy and cheating and misappropriation and with malafide intention the transactions with the bank were made and on through them our bank had taken the Rs.1 crone face value at 11.19% GOI 2005 as securities and thereafter Rs.2 crore face value with 11.98% GOI for 2004 and as securities were purchased and similarly for Rs.1 crores the face value of 11.75% GOI 2001 was taken as securities and Rs.1 crore face value at 6.5% GOI 2000 as securities it was sold and against that they had given Government securities certificate to the bank and the trust of the bank was taken.

(12) Thereafter the accused Nos.1 to 4 of this matter had in March 2000 as at Valsad they had come to our bank and accused No.2 had stated to the complainant and bank's board of directors that they had in regard to Uro Asian Securities named company for which Home Trade Ltd. would be identified and the company's chairman is accused No.3 Mr. Sanjay Harilal Agrawal who would work and Chief Executive was accused No.2, and accused No.1 Nandkisore Trivedi and accused No.4 Subodh Bhandari as Director of Home Trade Ltd. would work. They had also represented that our Home Trade Lt. company on which the Director is also very trustworthy and we all would get together and the teamwork to which the company's work would done and it was also stated that Home Trade Ltd. is possessing an international name and accused No.10 Alen James Macmilan and accused No.11 Rasel Bankem Jegar and Director would be working and cooperation would be given and such representation was mad that Home Trade Ltd. which business is done then its objection was

to undertake work from renowned persons which were Mr. Shah Rukh Khan, Mr. Rutik Roshan, Mr. Sachin Tendulkar and Ms. Priyanka Chopra and such fact was stated and in this manner the accused Nos.1 to 4 had for Home Trade Ltd. on behalf of company the Directors for representations were made and such a rosy picture was shown and under such circumstances the complainant bank had made transaction with accused Nos.1 to 4 and for March 2000 to Home Trade Ltd. Co. which necessity of transaction work for which representation was made. The accused Nos.1 to 4 had told to our complainant bank that the Home Trade Ltd is a member of Stock Exchange and if there necessity of SVLR then as per Government securities and bon would be purchased and sold and for which all eligibility is there. Other than that they had for 10.80% GOI 2008 and 10.50% GOI 2014 for Government securities retail investment regarding which attractive rate was shown and for 11.25% GOI 2005 by sale to be made for which attractive profit making rate was shown and therefore we the complainant bank had taken Rs.2 crore face value of 10.80% GOI 2008 and was purchased and for Rs.50,00,000/- at 11.25% GOI 2005 by sale was taken and in April 2000 during which Rs.2 crore face value of 10.50% GOI 2014 was purchased and its market value to be paid for which money was given and against which they had given certificates to the complainant bank.

(13) Thereafter in the year May 2000 month to April 2001 the complainant bank from which in adequate amount the securities were taken and due to which reason its additional necessity not being there and accused had time and again made representation but even then as Government securities of which purchase and sale regarding which no proceeding were made with Home Trade Ltd. company and also for new securities being purchased no question was there and thereafter as Reserve Bank of India had in 2001 issued a notification and as per that the District Co.Op. Bank and State Co.Op. Bank of which urban Co.Op. Banks of whom invested money was maturing then its

money was to be invested in government securities which instructions were there all citizens cooperative bank had given. AS per that circular the same was circulated and said notification of securization was issued and accused through whom the complainant bank had contacted on telephone and through them the Government securities to be purchased and sold was requested. During this time period the bank interest had been raised and due to which reason the complainant bank had also taken on interest due to which on profit and losses were incurred. Under that circumstances the Government securities being invested and for its raised rate such government securities to be sold was stated to Home Trade Ltd. and tis price list was sent.

(14) Thereafter on 15.5.2001 the complainant bank had asked the accused Home Trade Ltd. that as per contract number 6573 its 10.70% GOI 2020 for RS.3 crore value government securities be purchased and its consideration amount of Rs.3,04,39,000.00 was there and

against that the complainant bank had for contract No.6575at 10.85% GOI 2001 of Rs.1 crore as Government security certificate of 4 for which Rs.1,04,72,486.11 was sold to Home trade Ltd. and for remaining Rs.1,99,66,513.89 UTI Bank for cheque No.33051 and on 16.5.01 it was paid and other than that on 22.5.2001 the contract No.6577 was for our complainant bank had for contract No.6577 we the complainant bank had for 10.70% GOI 2020 which for Rs.2 crore of government securities was purchased. Its consideration amount was Rs.2,03,04,277.78 was paid and that amount was paid to the complainant bank by the accused Home Trade Ltd. and entire amount i.e. Rs.2,03,04,277.78 was paid to the bank vide cheque No.33052 on 22.5.2001.

In this manner for 10.70% GOI 2020 its total Rs.5 crore security was paid to the complainant bank by the accused Home Trade Ltd. for Rs.5,07,43,277.78nas consideration amount which was purchased and its money was not paid. Accused Home Trade Lt. company had for complainant bank in regard to said securities certificate for 4 and value of Rs.5 crore on which it was delivered.

Other than that on 31.5.01 at 10.25% GOI 2021 for Rs.1 crore security was paid by the complainant bank to the accused Home Trade Ltd. for Rs.100,27,847.22 of which consideration amount it was purchased and its money was repaid and Rs.1,00,27,847.22 was paid by the complainant bank to Home Trade Ltd. for Rs.1 crore security certificate of which AD No.6 and7 which complainant bank had handed over.

Other than that on 2.6.2001 the contract note No.6593 to 10.25% GOI 2021 for which Rs.5,50,00,000/- face value for government security was there and complainant bank had with Home Trade Ltd. its amount of Rs.5,51,38,819.44 as consideration amount value was purchased and against that purchase the complainant bank had for the accused given contract No.6587 at 10.80% of GOI 2008 of Rs.2 crore as government security and its certificate of Rs.2,17,80,000.00 of which consideration amount was given for sale and contract No.6589 at 11.98% GOI 2004 its Rs.2 crore value government security certificate of Rs.2,22,09,66.67 of consideration amount for which it was sold and contract No.6591 at 11.19% GOI 2005 of which Rs.1 crore value Government security certificate of Rs.1,10,91,916.67 it was sold and said all government security certificate for AD - 15,16,17 and AD 13 to 16 and AD 15 accused to whom it was handed over. Further for Rs.87836.10 amount was given to our complainant bank by accused Home Trade Lt. as per UTI Bank cheque No.33055 which amount was paid and total Rs.5,51,68,819.44 amount was for sale of security and cheque amount was paid to Home Trade Ltd. and against at the accused had given to the bank its 10.25% GOI 2021 amount of Rs.50,00,000 for AD No.8 certificate which was paid and 10.25% for year 2021 of Rs.5 crore government security certificate was given through Home Trade Ltd. and complainant bank to whom it was not handed over. Therefore we the complainant bank had for 10.25% GOI 2021 of which Rs.5 crore certificate was to be taken from the accused or its consideration amount of Rs.5,01,53,472.22 was there and its table is presented herewith.

The said transaction during which on 15.5.01 the complainant bank had Home Trade Ltd. of which accused No.4 Subodh Bhandari had been called on telephone and previous transaction during which bank had to be given accounts and as per Board of Directors before whom it should be presented and that at Valsad he should come and in that regard accused No.4 Subodh Bhandar had informed the complainant bank on telephone that bank in order to be shown the accounts and settlement being made for which his employer would come in a week to the complainant bank and it was stated that thereafter in regard to the same one fax letter was also sent and thereafter it was sent by post and the post has been sent on 16.5.01 bank as per which accused No.2 Mr. Ketan Sheth Director of Home Trade Ltd. had remained present before the Board of

Directors meeting and accused No.2 ketan Sheth had for Home Trade Co. as its Director capacity the Uro Asian Security and for Home Trade Ltd. for which early transaction are pending and its issues would be resolved and in his presence during which 10.25% GOI 2021 government security and 10.80% GOI 2008, 11.98% GOI 2004 and 11.19% GOI 2005 of which security being there and to take it was stated and the same should be considered and as per deals made as on 31.5.01, 2.6.01 of which 10.25% GOI 2001 of total of Rs.6,50,00,000 of which government security through them it was to be taken and its payment was paid and in lieu of the same some bank ownership government security had been sold by them and thereafter accused No.2 ketan Sheth had said bank ownership original certificate and transaction lett3er was to be taken through his men which would be sent and such fact was stated on telephone and as per that the complainant bank had from the accused Home Trade Ltd. in regard to the bank ownership named of Rs.5 crore government security certificate was handed over.

(15) Thereafter on 25.5.01 the accused No.2 Mr. Ketan Sheth had in regard to the bank's board of directors before whom at Valsad he had remained present and it was stated that the home Trade Ltd. had in regard to which certain influential persons had been appointed as additional Directors of our Home Trade Co. Ltd. and if Home Trade Ltd. company with which Additional Director would perform the duties then these additional directs were Mr. Vijay Himat Lal Modi, Salil Dinkarlal Gandhi, Shashank, Gopal Ranade for Home trade Ltd as Additional Directors having joined on 15.5.01 and that fact was stated and in this manner the accused Home Trade ltd. company if its business increases and your bank would be given more service and such fact was stated and aforesaid persons had been their accomplices and previously then had close relations.

Other than that accused No.2 had also stated that our Home Trade Ltd. company of which sister concern is Vej India Ltd. company is being run. Its office is also at Home Trade Ltd. and other than that their sister concern was Viltage Management services Hs. And Viltage Investment Banking services Ltd. and Gitlej Forex .ltd. and Giltej Liquidity varieties ltd. and Giltej credit capital ltd. and Ketan Sheet and Co. and Uro Discover Technology ventures Ltd. and at Mauritius new Mumbai account is kept and for Uro Officer Investment Ltd. and Dalhousie Securities spots. Ltd. and Uro Allied Ltd. and other companies are our sister concerns and all such transactions are done by accused No.3 Ketan Sheth and accused No.1 and Nos.3 to' 15 which is run by them and other than that accused No.2 had also stated the fact that above all sister concern of which main administration is done by Rakesh accused No.1, Nandkishore Trivedi, accused No.3 Sanjay Agrawal accused No.4 Subhodh Bhandari accused No.13 Dhananjay Agrawal and accused No.2 Ketan Sheth who are doing it.

(16) Thereafter the complainant bank had for government securities of SLR in which investment was to be made was decided and the complainant bank had through Home Trade Ltd. the contract No.6637 to dated 7.8.2001 as per 10.25% GOI 2021 at Rs.3 crore government securities of RS.3,15,55,833.33 consideration amount to be purchased and it being paid the amount of Rs.3,15,55,833.73 was paid by complainant bank as per UTI Bank cheque No.33056 to Home Trade Ltd. and thereafter on 16.8.2001the contract No.6685 of 10.03% GOI 2019 of Rs.3 crore security consideration amount of Rs.3,03,16,941.67 of which was purchased from Home Trade ltd. and its payment contract No.6677 at 12.50% GOI of 2004 of Rs.1 crore of face value its certificate of Home Trade of Rs.1,17,10,416.67 at which it was sold and Rs.1,86,06,525.00 of UTI Bank of cheque NO.33057 it was paid and thereafter on 5.9.2001 the contract No.6741 at 9.81% GOI 2013 its Rs.1 crore face value government securities ltd. from which it was taken for

Rs.1,04,92.050.00 s per UTI Bank cheque No.33058 paid to Home Trade.

As per the above transaction then the complainant bank had for accused that is for Home Trade ltd. the total of RS.12 Crore as above amounts was paid for Government securities certificate and what was remaining. That certificate consideration amount of Rs.12,25,18,297.22 is there. The same is shown by table B being kept herewith.

(17) Thereafter Home Trade Ltd. on whose behalf as stated in above Para Rs.12 crore security certificate delivery was not given and the complainant bank had for said Rs.12 core certificate should be immediately which was informed on letter and phone but even then accused had for said Rs.12 crore the government security of corticated delivery was not made and its consideration amount of Rs.12,25,18,297.22 was not returned and it was further stated that said Rs.12 crore of which security is there then such security in market is not found and upon it being found it would be given by delivery and other than

that accused No.1 and 2 had state the fact that we had above Rs.12 crore of security was to be given to the complainant bank as per prevalent market rate being purchased or it would returned and in lieu of which 9.85% GOI 2015 security can be given.

Therefore the complainant bank had for above Rs.12 crore was pending as its security and contract No.6849, 6847, 6851, 6853, for Rs.13,35,99,094.44 of market value from accused should be given and accused for Home Trade Ltd. its Rs.16,13,156.94 was to be returned and against that contract No.3855 of Rs.12,50,00,000.00 value at 9.85% GOI 20115 and its government security of Rs.13,19,85,937.50 was to be given as consideration amount it was purchased and its Table C is produced.

IN this manner on 6.11.2001 as the complainant bank had for accused through whom Trade Link had for the amount of Rs.12,50,00,000/- at 9.85% GOI 2015 of Government security certificate being taken was there or for Rs.13,19,85,937.50 considerations was to be taken.

(18) Thereafter accused No.2 in December 2001 the complainant bank had during which period the complainant bank had for accused of Rs.3,50,00,000.00 at 7.50% GOI 2010 government security contract No.6528 was purchased and its consideration amount of Rs.3,55,32,291.71 was to be given and against that the complaint bank as per Contract No:6921, 6923 at 15.50% to 15.50% of SSNL 2006 bond of Rs.1 crore and 15.75% KSEB 2003 of Rs.1corre bond and 15.755 KBJNL 2005 of Rs.1 crore bond and total amount of Rs.3,28,65,890.25 of UTI cheque No.33060 of Home Trade Ltd. was paid.

In this manner in December 2001 till which the complainant bank from the accused the amount of Rs.16 crore as per above government security certificate was to be obtained or Home Trade Ltd. was to given the complainant bank Rs.16,75,18,229.17 amount to be returned and as per Table Group D is presented.

(19) The complainant bank had on 25.2.2000 as per contract No.7167 at 9.82% GOI 2013 of Rs.3 crore face value government security of Rs.3,45,40,500.00 of which value it was purchased and for contract No.7165 at 8.07% GOI 2017 of Rs.9 crore government security of Rs.9,06,17,625.00 was purchased and its payment of contract No.7155 to 12.10% GOI 2008 of Rs.1 crore government security of certificate was to be sold at Rs.1,25,37,805.56 by accused Home trade Ltd. and contract No.7157 to 10.50% GOI 2014 of Rs.2 crore face value government security of Rs.2,43,70,833.33 to Home Trade Ltd. was sold by Home Trade Ltd. and contract Note No.7163 of 10.25% GOI 2021 of Rs.1,50,00,000.00 government security certificate of Rs.1,81,51,250.01 consideration amount to which it was sold and contract Note No.7169 of 10.70% of GOI 2020 of Rs.3 crore government securities of Rs.3,73,68,833.33 crore value which was sold and other than that previously at 7.50% GOI 2010 of 3.50 lakh government security certificate to be

purchased and for accused Home Trade Ltd. through which delivery could not be made and its said 7.50% GOI 2010 security contract No.7151, accused Home Trade Ltd. of Rs.3,61,98,750 which consideration amount was to be returned and its total Rs.15,35,40,027.78 is there and its certificate face value is Rs.13 crore which was there. Further its certificate No.AD 13 AD 138 to 171 AD 6 to 8 and AD 308 was there and therefore accused Home Trade Ltd. had for the bank its difference of Rs.2,83,81,902.78 of HDFC Bank through with it was paid to the complainant bank.

Accused had for 7.50% GOI 2010 of Rs.3,50,00,000/- security certificate of delivery was not given and therefore it was purchased and its consideration amount was taken in deposited and lastly on 25.1.02 the complainant bank had for accused from whom Rs.24,50,00,000/- value as above stated government security certificat3e was to be obtained and accused had not given the same to the complainant bank and its consideration amount of Rs.25,71,44,062.50 value amount is not paid and its accounts is shown as per Table Group-E being presented herewith.

(20) The complainant bank had for 9.85% GOI 2015 of which Rs.12,50,00,000/- as Government security corticated of 9.81% GOI 2013 of Rs.83 crore value certificate and 8.17% GOI 2027 of 9 crore value government security certificate of contract No6855, 7167, 7165 as per which the complainant bank had for accused Home Trade Ltd. co. and accused on whose behalf it was not given. Therefore we the complainant bank had on 15.3.02 had filed a complaint against accused and in that regard the letter was also prepared but as accused be given one opportunity with which good faith it was not sent. By letter and fax the accused No.2 Mr. Ketan Sheth all such fax Nos.022-7812548 on which it was informed and fax of accused No.2 ketan Sheth was received on 16.3.02 at 10.00 hours and accused NO.Ketan Sheth, accsued No.1 Nandkishore Trivedi and accused No.16 Kanan Mevavala had come to our complainant bank and

the complainant bank of which board of directors had in its informal meeting had remained present and we the complainant bank of Rs.25,50,00,000/- as government security certificate was demanded and at that time accused No.1 and 2 had stated the fact that as stated by your complainant bank had as stated numbers of which government security citrate was to be transferred from reserve bank and it would be revised and such fact was stated but in that regard accsued had in this regard no evidence had been produced by them. Thereafter , accsued No.1 and 2 had stated the fact that tour said Rs.3 crore face value of 9.81% GOI 2013 and Rs.12,50,00,000/- face value of 9.85% GOI 2015 security as per market rate which were then its sale was made 8.05% GOI 2017 security could be given by us. Further as per security sale value was good profit making that for compensation being given accused was stated and new government security as per SGL account it was to be made was assured.

Other than that accused No.1 as per Board of Directors before whom in writing was given and also as accsued No.1 and 2 and No.16 as per Board of Directors before whom they did not remain and as per accused No.1 given its written responsibility was also accepted and its assurance for which signature was put.

Thereafter on 18.3.002 as contract note No.7443 by which the complainant bank had for 8.07% GOI 2017 of Rs.18,50,00,000/- face value of Rs.1970 or 133.33 paise of which security it was purchased and against that the accused had for contract note NO.7441 at 9.81% GOI 2013 of Rs.3 crore face value of security of Rs.36,891, 875.09 consideration amount it was returned and as per contract No.7439 at 9.95% GOI 2015 as per which Rs.12,50,00,000/- face value of Rs.13,02,32,812.50 value was returned and for difference Rs.2,19,754.1 of which cheque the complaint bank had for Home Trade Ltd. for accused of which cheque was given by complainant bank to Home Trade Ltd. accsued having given for complainant bank its 9.85%

GOI 2013 of which Rs.12,50,00,000/- security for which Rs.13,19,85,937.50 which was finally the complainant bank had for the accused Home Trade Ltd. through which contract No.7165 as per 8.07% GOI 2017 of 9 crore face value and Rs.9,06,17,625/- of which consideration amount which is there and as per contract No.7443 as per which 8.07% GOI 2017 of which Rs.18,50,00,000/- face value of Rs.19,69,04,133.33 amount being taken. IN this manner the complainant bank from accsued of which 8.07% GOI 2017 of which total Rs.27,50,00,000/- of government security certificate is to be obtained or the amount of Rs.28,75,21,758.33 which amount is to be obtained. Or the government security corticated of which this accsued had committed cheating and its misappropriation has been made. Its table Group-F is produced.

(21) All the accsued of this matter are having malafide intention with cooperative banks they are doing cheating and bank's money was misappropriated and as a conspiracy its

accsued had been acted in collusion and it has been made and each person had played its role.

The accused of this matter had as part of conspiracy he had committed cheating and the misappropriation amount of bank would be disposed of and such bogus and such false situation has arisen about such became company have been created. Therefore this crore of amount was for its sister concern and bogus company for which in different names such conspiracy and as part of its role is there. In this manner the accsued has for its criminal activity and conspiracy is made and from beginning all such accsued had in an illegal manner the financial benefit has been taken and we the complainant had been given false faith and trust and with which malafide intention and false financial benefit which had been taken and it has caused financial loss to the bank.

(22) The complainant bank had on 1.6.2001 to 19.3.2002 till which accsued with government security for which investment had been made

for such transaction was made and the complainant bank had purchased the entire government security certificate where accsued on whose behalf the complainant bank has not been given the same. Further we the complainant bank in whose name it is not transferred as such.

(23) As stated in the above complaint all facts when seen then on 15.5.01 to 19.3.02 till which that for accounting year 2001-2002 the complaint bank on whose behalf the accused for the Home Trade Ltd. company the following amounts of money transaction have been made.

(1) Complainant bank on whose behalf the accsued had for Home Trade Ltd. for which cheque for which Government security certificate to be purchased as per which different cheques the period from 15.5.01 to 10.12.2001 during which time period about Rs.11,37,07,284.57 which was given and that is kept as Mark-H.

(2) Complainant bank for which bank had for ownership of Government security of

certificate and bond accused Home Trade Ltd. of which sale being made and for sale consideration amount of Rs.22,74,71,054.32 was to be obtained and that is mark as "I" and "J" is presented.

(3) Complainant bank on whose behalf the accused had for new government securities was to be purchased for which that amount was to be given by accsued Home Trade Ltd. company on whose behalf the complainant bank had for Rs.6,57,86,472.22 certificate was given and it is presented as Mark-"K".

(4) Complainant bank on which accsued had for Home Trade Ltd. through which by cheque the amount of Rs.3,02,14,813.89 which amount was deposited and that produced as Mark "L".

In this manner the complainant bank on whose behalf the accused had for the complainant bank of which security certificate and bond sale being made and its cheque by way of which by cheque from time to time that money be paid and its total addition was Rs.34,11,78,334.89 was there. The said matter from which by accused the total amount of Rs.9,60,01,286.11 securities was made and by cheque the complainant bank had given it and the remaining amount of Rs.24,51,70,052.78 amounts on behalf of the paid amount then no such security corticated was not given by accused. On 1.06.2001 the security was purchased and that transactions and deal which was done and for which accused if money is paid then bank's security sale done and for which security purchase was made and fi accused having been paid the amount then bank's security sale and security purchase for which security certificate are not available. By giving such pretext and accused had hatched a conspiracy and such security amount and on market value at which it was paid and second security was to be purchased was asked and said security which newly purchased consideration amount of Rs.32,45,77,026.39 is there which was previously purchased and security on behalf of the accsued as the certificate was not being given and to return it back then its market value of Rs.33,69,21,731.94 has to be given. In this matter as till date as the accused had for complainants Rs.28,75,21,758.33/- which not being given and such 8.07% GOI 2017 if which Rs.27,50,00,000/- which amount till security certificate for which the complainant as per which it is being given to the accsued. As per above security certificate which complaint had for the accused frequently it was informed but even then the accused had till date it was not given.

Further as the Home Trade Ltd. which complainant bank had till now such amount is paid and other bank of which ownership of government security certificate was to be given. Further the accused had for Home Trade Ltd. had for such amount its certificate been given.

Further by cheque payment being made and as per security certificate then delivery being made and for which sale and its market value of which borrowing was there and the purchase price was deposited then accounts statement is there and as per ledger book was taken out and as per Mark 'A' to 'F' as per mark 'G' as per which a separate list its summary was presented.

In this manner as till March 2002 the complainant bank had for below stated details from the accused the Government security certificate of which delivery is not given.

Sr. No.	Date	Contract Number	Security Name	Face value (Rs.)	Consideration amount
1	30.1.02	7165	8.07% GOI 2017	9,00,000,000	9,06,17,625.00
2.	13.3.02	7143	8.07% GOI 2017	18,50,00,000	19,69,04,133.33
				27,50,00,000	28,75,21,758.33

In this manner the accused of this matter its planned conspiracy made by the bank for which Rs.27,50,00,000.00/- of which security certificate was not given and from bank its amount of Rs.28,75,21,758.33/- which amount of breach of trust and cheating of which serious nature of offence are made. Further for such offences its false and bogus contract note is made and its false trade number is stated and its entire amount is given.

(24) Presently in this matter as the accused on whose behalf on 16.3.2002 which the accused of this matter being Nos.1,2 and 13 complainant bank had come there and the bank's remaining security deliver being made which assurance is given and that security payment regarding which one schedule had been given and as per that that security of 9.5.2002 till which the payment being made has been assured.. On 18.3.2002 as per which accused such representation was made and said security for sale being made and new second security would be given to you which and as per that the transaction for which accsued had made it with us. Further under such circumstances the accused NO.2 and 3 and whose arrested being made and its arrest for which accsued on whose behalf such representation was made and within 15 days its entire payment was to be made and for which we had as per that they had not conducted it and thereafter the said

complaint has been made today to give the same.

(25) Presently in this matter the complainant whose witnesses are as under:

1) Complainant's bank Manager myself, Res/o - Valsad. Mr. M.F.Thakor

2) Bank's Accountant Mr. F.M. Thakor, Res/o - Valsad.

3) Bank's Chairman Mr. Dharmin C. Desai, Res/o - Valsad.

4) Bank's Managing Director Mr. Dipakbhai T. Desai, Res/o - Valsad.

5) Bank's Managing Director Mr. Amrutlal N. Patel, Res/o - Valsad.

6) Bank's Investment Committee members and those witnesses found during the investigation.

Before me,

Sd/- R.H.S.
Police Station Officer
Valsad City.

As above written complaint is being made herein and it is registered accordingly.

Forwarded to
JMFC, Valsad City

Date: 6.6.2002

Sd/- RHS
Police Station Officer
Valsad City

Compared by sd/- illegible
Certified that this is a true copy. SD/- illegible 14.8.02 Registrar, Chief Court, Valsad.

CHIEF JUDICAL MAGISTRATE COURT,
VALSAD DISTRICT

(8) Reasons for delay in reporting by the complainant/informant:- __________

(9) Disposal of Muddamal

Dispatched to

Sd/-(illegible)

Police Station Officer

Translated

True copy

ANNEXURE-P-9

191

Application No. 1250/02
Total sides 12 to 15
Sign of receiving this copy Adv K.P.Roshamwala
Date received copy • 12.11.02
Date completed this appl 12.11.02 Sd/- Date

prepared this appl 12.11.02 Sd/- Date of
Issue 12.11.02 Sd/-Date of
giving copy 13.11.02 Sd/-

Stamping Charge	03.00
Surcharge	02.00
Total	05.00

13 SEP 2002

Xerox true copy
prepared Sd/-
Checked Registrar
District Court Surat

ROUND SEAL OF
CHEIF JUDI
MAG. COUT OF

For conducting Criminal Procedures as per section 154 for which First Information Report received for cognizable offence at Pol. Stn.

FIR No. illegible **District** : Anand

FIR / M CASE-29/02 Dt. 13.6.2002

Police Station : Vidhya nagar

Date & Time of offence : Any time Before 08.03.2002.

1. **Date & Time of giving Complaint** : 13.06.2002 hrs

2. **Place of offence & Distance from Police Station** : In Moje Karamsad village 4 km in west from beat post

3. **Date on which sent from Pol. Stn** : 13.06.02

4. **Name & Address of Informant & Complainant** : Shri Secretary/Manager of Karamsad Urban Co-op Bank Ltd Occ : Service

5. **Name & Address of Accused** : Total accused 13 those who are mentioned behind page no.12 of the FIR.

6) **Brief facts of complaint & if any items taken then its brief details** : All accused from the beginning had intention of committing cheating and they knowing the same have raised false certificates and thereby have committed cheating of big amount of Rs.10,47,51,058/- ten crores forty seven lacs fifty one thousand and fifty eight and that all accused in collusion one another have committed offence u/s 406, 420,409,465,,467,468,471,120(b),34,114 of I.P.C is the matter of offence.

7. **Procedures conducted in investigation and reason of delay if any** ; -----

193

8. Details of Muddamal : ----

Pol.Stn Vidhyanagar

Date : 13.06.02

In the Hon'ble Judi. Magst. Court of Anand Criminal complaint was filed vide No.128/02 by witness.

Complainant : Karamsad Urban Co-op Bank ltd Post: Karamsad Dist Anand and through its authorised Secretary/Manager

Versus

1) Home Trade Ltd having its head office at 4-5 Vashi Railway Station Complex Mumbai - 400703.

2) Shri M.S.Gela Executive Director of Home Trade Ltd

3) Shri Sanjay Hariram Agrawal aged 35 years Occ Business Resi Juhu Shalimar C-H-S Lamington Mall 7th floor Gulmahor road No.10 Juhu road, Mumbai - 400049.

4) Shri Ketanlal Sheth aged adult Occ business Resi 193 Lalit kutir CHS gulabshwer cross road JVPD Mumbai - 400049.

5) Shri Nandkishore Shankarlal Trivedi aged 45 years, Occ Business Resi On the floor of Devbhuvan bank, Room No. 32 Rajeshwar Mahullo, Chira bazaar, Mumbai - 2.

6) Shri Kanan Mevawala aged adult Occ Business Resi whose address at present is not known Mumbai.

1924

7)Shri Subodh Bhandari aged 45 years Occ Business Resi 704, illegible Govind complex Road No. 14, Vasai Mulund Navi Mumbai - 400705.

8) Shri Mike @ Manoj ambalal shah aged 58 years Occ Business Resi bela road HMC extention Banglore - 5060080.

9) Shri Sashank gopal ranke aged 40 years Occ Business Resi 3/1 radha Krishna niwas ground floor S.K. Bhole road dadar C,W,J, Mumbai - 400028.

10) Shri Vijay Himatlal Modi aged 46 years Occ Business Resi a/203, amita co-op society, fulpada road Boriwali East Mumbai - 400066.

11) Shri Salil Nilkanth Ghandhi aged years 43 Occ Business Resi 11/13 goldcoin co-op housing society, Tardev Mumbai - 400034.

12) Shri Hiren illegible Director of Synidicate Management Services Pvt Ltd Occ Business Resi 405, Aatish complex Opp K.P.Hospital C.G. Road, Gulbai tekra Ahmedabad.

13) Shri Amit Verma Director of Syndicate Management Services Pvt Ltd Occ Business Resi 405, Aatish complex Opp K.P.Hospital C.G. Road, Gulbai tekra Ahmedabad.

All have committed offence u/s 406, 420,409,465,,467,468,471,120(b),34,114 of I.P.C.

195

1) Hereby, Complainant humbly request your Hon'ble court that I am doing service as Manager of Karamsad Urban Co-op Bank Ltd and our said bank is registered as per provisions of Gujarat Co-op Societies Act-1945 and that way for our scheduled saharkari bank from its members and deposit holders we obtain deposits and thereby conduct business of its lending.

Vidhya Nagar M/Case No.29/02.

Continuing Part...

All accused in collusion of one another have planned criminal conspiracy and have committed cheating of Rupees ten crores forty nine lacs fifty one thousand and thereby have given false cheques and in doing so they have not returned amount to the bank.

2) I have given said complaint as laws of Sahakari Bank and also as per rules and regulations of R.B.I. we are depositing 10% amount of depositors in purchasing Government Securities and that way illegible our bank is running with more then 80 crores of such deposits.

3) This matter accused No.1 Home Trade Ltd named registered company is registered share and security company conducting business of its selling and buying. Of this matter accused no.2 to 13 are executive director and directors of said company and thereby daily routine business of the said company is being conducted under supervision and watch of them and

196.

accused no. 12 and 13 are doing brokerage business in name of illegible Syndicate Management Service Pvt Ltd. And said accused hiren and amit verma are doing business with our Banks illegible management service limited at Ahmedabad.

4) Said accused in first week of November 0/1 means hiren and amit verma along with accused no.4 ketan sheth had come to our bank and all these three accused had come to gether and had met our director shri illegible Natubhai patel and in presence ketan introduced himself as director of Home Trade Ltd and that way hire and amit verma too had given such introduction and then ketan sheth informed us in detail that are purchasing and selling government securities and along with its relevant registration and also they had informed that they are, registered as broker with SEBI. With that he had informed how they buy government securities at less rate then how they sell it on more rates and that way making profits and that way they had gained faith of complainant bank.

5) After accused having talked with us complainant bank then after with illegible they talked regarding this with board members and then on behalf of bank for purchasing security for that this matter accused ketan sheth, hiren and amit verma with them on dated 9.11.01 they had come to our bank in my presence then had talked with me and director Shri Natubhai patel in my presence and thereby had given total

faith and assurance that on behalf of bank Home Trade Ltd shall purchase government securities as per below mentioned details and for purchasing that it was decided ;

Security	Amount	Premium	Interest	Total
G.015(2013)	Rs.3 crore	17,40,000	1,47,500	3,15,62,850
G.015(2011)	Rs.6 crore	20,34,500	6,43,500	9,59,07,350

Vidhya Nagar M/Case No.29/02.

Continuing Part...

This way as per above government securities were decided that Home Trade Ltd shall purchase on behalf of bank and then its physical delivery was decided to be given to the bank for which necessary contract was prepared by Home Trade Ltd in which it sign seal were put and that was given to the bank in my presence that being accepted by bank in which director natubhai patel had put his sign and this way it was done on which we complainant had kept full faith and trust on these accused. Then to we complainant on dated 12.11.01 for above mentioned securities different cheques were given of which one cheque was of Rs.9,59,07,350/- of Home Trade Ltd illegible line and second cheque of Rs.7,07,350/- of The Gujarat State co-op Bank Ltd of dated 12.11.01 and we were told that on presentation of said cheques complainant bank shall get its payment in addition to that even accused had issued on letter of Home Trade Ltd in which it was mentioned that for the above mentioned securities its physical delivery we shall be getting in 30 to 45 days to all this we complainant bank had kept trust and faith. As no result thus we had constantly kept contact on phone when delivery shall come on that on dated 20.11.01 we were informed vide letter that securities have been purchased for the our bank but as those being from two different states through Reserve Bank so in processing it will take time but we shall see that at the earliest delivery of said securities are done to you so we had kept trust and faith on them and then illegible two lines they accused informed us that as per below mentioned securities they have purchased for we complainant bank mentioning such again they regained trust and faith of our bank.

1. Bhatpore Co-op Society Bank Ltd 9.91% of Rs.9.39 crores.

2. Borel Union Bank Co-op Ltd Kolkatta of Rs.2 crore

3. Illegible Mahila Sahakari Bank Ltd Banglore of Rs.2 crore.

This way as per above mentioned purchase of securities accused had informed us illegible two lines...and then vide fax on dated 23.11.01 was sent thus we had gained total faith on them and we were assured that the securities those accused had purchased shall be given to us bank thus again we developed faith on accused. Then constantly we had been demanding delivery of securities on phone calls but all the time they had been giving false excuses by saying that our securities of Reserve Bank are under process in different states such explanation were given. Even they had given us different receipts of banks those who had deposited said securities in Reserve Bank thus again we had kept faith on them. But them after after long time being elapsed thus our director natubhai patel along with mahesbhai went to Ahmedabad and met hiren personally on last dated 4.01.02 and made demands of security on which they assured us that within maximum in 15 to 20 days accused shall come and give us delivery of securities. As again for availing our such faith they even gave us cheque of Rs.9,60,91,000/- of Home Trade Ltd of dated 10.02.02 thus again we keeping trust on accused had come back. Then after on dated 28.02.02 accused means L.H.Trivedi and Ketan Sheth called us and informed us that keep those cheques with you only and if delay occurs in delivery then for interest damage of Rs.28,73,726/- cheques we are sending to you and were assured that on presenting it, it too shall be honoured thus again this way we regained trust on the accused. The details of said two cheques are as under ;

Cheque No.	Date	Bank	Amount Rs.
280544	15.3.02.	IndusInd Bank	6,87,92,450/-

200

280544	15.3.02.	IndusInd Bank	3,59,58,375/-
		Total	Rs.10,47,50,825/-

The above mentioned two cheques being deposited by us on dated 15.03.02 both got returned as there not being sufficient balance in accounts and were refused and got returned. and that we coming to know immediately we informed accused at Mumbai on which S.Trivedi of Home Trade Ltd personally had come to us and met directors of we complainant bank in presence of me complainant talked regarding this and informed such that by making one deed that we after fixing price of securities and then on condition of its delivery and if we cant give its delivery then as per below mentioned three cheques of Rs.10,47,51,05,833/- and for late delivery for interest Rs.26,00,000/- cheque of dated 26.06.02 were given to we complainant bank and those on respective dates being accepted and thus again we kept trust and faith on accused details of those cheques are as under ;

Date	Amount Rs.
03.05.2002	Rs.2,86,77,770.53/-
10.05.2002	Rs.3,57,96,600.00/-
17.05.2002	Rs.4,02,76,860.00/-
Total	Rs. 10,47,51,058.00/-

Then illegible one line..accused had made such talks all accused were having evils men rea from the beginning only and all were acting in collusion of one another and but their own company Home Trade Ltd letter they had mentioned

Rs.20,00,00,000/- amounts illegible was sent to us Bank so we had kept faith on them.

Then after on relevant dates we complainant had deposited above mentioned cheques in our Bank account for recovering said amounts as we had been given faith and assurance that on depositing said cheques they shall be honoured and we shall be getting our money but depositing all said 3 cheques they got dishonoured with reason of Insufficient Funds on which we complainant bank got very much shocked and then no proper reply or response was received from this accused and then we realised that all these matter accused with their pre planned criminal conspiracy of cheating thereby in collusion of one another they thereby have siphoned crores of rupees of we complainant bank for gaining our faith they accused have given us total false bogus documents of which were of government securities of which they have even not given us delivery and against that they accused had given us cheques those too got dishonoured this way all afore said accused have committed severe criminal breach of trust and cheating with us complainant bank.

Thus in this matter we complainant bank conducted inquiry on which we came to know that all these accused of Home Trade Ltd with their pre planned criminal conspiracy of cheating and in collusion on one another have siphoned crores of rupees

202

from we complainant bank by them and again all accused knowing that their all documents like government securities of different banks, receipts of R.B.I. being forged and bogus still they have used as real and have given to us complainant bank and thereby all these matter accused have committed severe breach of cheating with us and thereby because of which we complainant bank have faced huge financial loss and thereby all accused of these matter have caused more then of Rupees 10.50 crores of loss to us for which accused have gained trust and faith of us and for which they accused have raised forged bogus different documents those which they accused knowing it to be false still they have used them as true thereby they have committed severe criminal breach of trust and cheating with us by planning criminal conspiracy of cheating wherein all accused have worked in tandem collusion and helped each other. Thus these matter all accused have committed offence u/s 406, 420, 409, 465, 467, 468, 471, 120(b), 34, 114 of I.P.C., thus it is my request to immediately arrest them all and thereby conduct relevant procedures. My evidences are me myself and other officers of bank and Board of Directors and documentary list etc., those if required shall produce date 12.06.02, Anand.

Sd/-

Manager/Secretary of

Karamsad Urban Co-op Bank Ltd
Karamsad

Above mentioned complaint being given from Hon'ble Judicial Magistrate Court as per section 156(3) of Cr.P.C. as per that offence has been registered and along with hereby it is been dispatched to Hon'ble Judicial Magistrate Court, on dated 13.06.02.

Sd/-
P.I.Shri
Vidhyanagar

True Translated Copy

ANNEXURE-P-10

204

First Information Report of Cognizable Offence

[under section 154 of Criminal Procedure Code]

HR/M.CASE No. 22/02.

District:- Rajkot (Rural) Police Station:- Morbi City Year:- 2002 FIR No. C.R. No. I 226/2002

Date:- ___________.

Date and time of occurrence of offence:-

At any time on 26/02/2002

---

(1) Information received at P.S.:- Date 07/06/2002 at 22/15 hours

(2) Direction and distance from Police Station:- At the distance of ½ km in the West, No.1 Chowki bit Morbi.

(3) Date of sending to Police Station: 07/06/2002.

(4) Name and address of Complainant / Informant Shri Ashvinbhai Trikambhai Kotak, Aged : about 45 years, reside at Dak street, Morbi.

(5) Names and addresses of accused persons, full particulars [Details of known/suspected/unknown accused with full particulars]

205

(1) Rameshchandra Kantilal Doshi, reside at Rajkot (2) Amitbhai Varma (3) Hiren N. Amin, reside at Ahmedabad (4) Apurvabhai Sanghvi, reside at Mumbai.

(6) Brief facts of the complaint / incident and if stolen, full particulars of properties stolen:-

Offence under Sections-405, 406, 409, 420, 120(b), 467, 468, 471, 34, 114 of I.P.C. In such a way that at the above stated date and time, the accused No.1 of this case went against the resolution made by Morbi Nagrik Bank, united with other accused persons and hatched conspiracy in collusion with one another, committed breach of trust and deception with Morbi Nagrik Sahakari Bank by raising false and forged documents and thereby committed act of usurping the big amount of the bank and committed offence.

(7) Reasons for delay in reporting by the complainant/informant:- <u>immediately.</u>

(8) Disposal of Muddamal

Sd/-illegible PSO, Morbi City.

Note :- First Information Report is to be written and signature or thumb impression of the complainant is to be obtained thereunder for its being true and correct and the Officer writing such complaint has to make signature thereafter.

Today, during my charge as Police Station Officer, as complaint of Ashvinbhai Trikamjibhai Kotak is received vide C.I. No. 27/02 of ld. Chief Judicial Magistrate, Morbi, it is as under:

Complainant:-

Shri Ashvinbhai Trikambhai Kotak,

Aged : about 45 years, reside at Dak street, Morbi, Chairman of Morbi Nagrik Sahakari Bank.

Versus

The accused persons:-

(1) Manager Rameshchandra Kantilal Doshi, reside at 202, Golden Star Apartment, 2/6 Collegevali, Rajkot

207

(2) Amitbhai Varma, Director

(3) Hiren N. Amin, Director,

reside at Sijada Care Management Service, 405, Annex, Opposite K.T. Hospital, C.G. Road, Gulbai Tekra, Ahmedabad

(4) Apurvabhai Sanghvi,

reside at illegible, 22, Dr. H.A. Belvi road, Beside Mumbai Samachar Press, For, Mumbai.

Subject:-Offences under Sections-405, 406, 409, 420, 120(b), 467, 468, 471, 34, 114 of I.P.C.

The aforesaid complainant has humbly prayed to Ld. Court that, brief fact of my complaint against the accused persons of this case is as under and it is requested to consider the same.

(1) Shri Morbi Nagrik Sahakari Bank Limited is registered bank as per rules and its main branch is situated at Vasant Plot area, Opposite Lohana Vidhyarthi Bhavan, Morbi city.

(2) I, the complainant, am Chairman of Shri Morbi Nagrik Sahakari Bank Limited and Board of Directors of Shri Morbi Nagrik Sahakari Bank Limited has resolved as per rules on 07/06/2002 to register the instant complaint. By virtue of this resolution, I, the complainant, have been authorized to register this complaint. For the sake of brevity, this Shri Morbi Nagrik Sahakari Bank Limited has been described as Shri Morbi Nagrik Sahakari Bank in this complaint.

(3) I, the complainant, have been discharging duty as Chairman of Morbi Nagrik Sahakari Bank, Morbi. The accused No.1 of this case is discharging duty as a Manager in Morbi Nagrik Sahakari Bank, Morbi.

(4) The Reserve Bank of India has directed the Central Government, vide its Circular dated 19/04/2001 pertaining to all Cooperative Banks stating that 10 percent amount of demand and time liability is to be invested in Government Securities. It was order of the Reserve Bank of India to invest this security of Cooperative bank through M.G.L. Account. Copy of said

209

Circular of the Reserve Bank of India is enclosed.

(5) Pursuant to Circular of the Reserve Bank of India, meeting of Board of Directors of Morbi Nagrik Sahakari Bank was convened in the bank on 13/10/2001, wherein Resolution No. 6 was passed in the interest of Morbi Nagrik Sahakari Bank, wherein it is stated that as directed in Letter dated 10/04/2001 of the Reserve Bank of India, it is mandatory for cooperative bank having demand of liability less than Rs. 250000000/- In words Rupees Twenty Five Crore, to invest 10 percent amount in Government Securities up to March, 2002. Thus, it was unanimously resolved to invest up to Rs. 1,10,00,000/- In words Rupees One Crore Ten lakhs in Government Securities. Accordingly, to carry out required procedures and act thereof, five officers of the bank including Manager of the bank were completely authorized to purchase or sale Government Securities. It was further resolved to open S.G.L. Account of Morbi Nagrik Sahakari Bank in H.D.F.C. Bank, Rajkot branch to make investment

in Government Securities. It was also resolved to operate the said S.G.L. Account of Morbi Nagrik Sahakari Bank with signature of any two officers, out of the five authorized officers.

(6) By making the aforesaid resolution, Morbi Nagrik Sahakari Bank had initiated procedures to purchase Government Securities, but they did not purchase any Government Securitas. In the meantime, Tusharbhai Maheta, son-in-law of the accused No.1 Rameshbhai, Manager contacted me, the complainant, Pradipbhai Vala, another Director of the bank, Ashokbhai Kathrani and Upendrabhai Kathrani and he stated that as he is connected with company of Government Securities, accused No.1 Rameshbhai, Manager has told me numerous times to get the work done through Tusharbhai. Tusharbhai and the accused No.4 Apurvabhai Sanghvi also accompanied the accused No.1 and contacted me, the complainant for the aforesaid work.

(7) Meeting of Directors of Morbi Nagrik Sahakari Bank was convened on 25/02/2002,

२११

wherein in connection with the aforesaid resolution passed in the meeting dated 23/10/2001, resolution No.2 was passed regarding making investment in Government Securities, wherein it is stated that pursuant to resolution No.6 dated 03/10/2001 passed by Board of Directors of the respective Bank, it was decided to invest up to Rs. 1,10,00,000/- In words Rupees One Crore Ten lakhs in Government Securities. Pursuant to the said resolution, it is resolved in meeting of Board of Directors, to prevent Rupees One Crore only face value in Government Securities, Board of Directors had discussed with Syndicate Management Private Limited, Ahmedabad and further resolved that it is unanimously decided to invest face value of Rupees One Crore only and it was further resolved to make purchase or sale in Government Securities. Here, it is pertinent to note that the bank has not passed resolution to purchase Government Securities through Syndicate Management Private Limited, Ahmedabad.

(8) As it is mandatory to invest in Government Securities, it is resolved to invest the amount up to Rupees One Crore in Government Securities. At present, the entire investment of Fixed Deposit is at Main Branch of Rajkot District Cooperative Bank at Morbi. Considering face value of the investment and settlement value, authorized office bearers of Rajkot District Cooperative Bank was given authority to encash the amount of Fixed Deposit i.e. Rs. 1,20,00,000/- before maturity or to avail loan against it, whichever is more beneficial. It was unanimously resolved to give authority for the aforesaid work.

(9) In order to get information of Government Securities, at the instance of the accused No.1, Tusharbhai was called in the meeting of Board of Directors convened on 25/02/2001 and the accused Nos. 2 to 4 were also accompanied him. They gave information of Government Securities to the Board of Directors convened on 25/02/2001.

213

(10) In connection with the aforesaid resolution passed by Board of Directors of the Morbi Nagrik Sahakari Bank, without making any type of inquiry or discussion with other officers of the bank or Chairman of the bank regarding investment, on the very next day i.e. on 26/02/2002, the accused No.1 has sent Cheque of Rs. 100,00000/- In words Rupees One Crore to Syndicate Management Services Private Limited through Courier. Copy of said covering letter ad courier acknowledgment receipt is enclosed. However, Syndicate Management Services Private Limited has sent Deluxe Fan Mention Memo on 26/02/2002 stating that they confirm investment of Rs. 50,00000/- in 11.50 % GOI 2011 Securities. Copy of Deluxe Fan Mention Memo is enclosed, wherein Principal Value of one is Rs. 6990000/- In words Rupees Sixty Nine lakhs Ninety thousand only and Principal Value of another is Rs. 6430000/- In words Rupees Sixty Four lakhs Thirty thousand only.

(11) Instead of complying with resolution made by the Board of Directors of the respective

Bank, the accused No.1 colluded with other accused persons and issued Cheque No. 189968 of Rs. 2750722/- to Syndicate Management Services Limited on 05/03/2002, which is more than the amount mentioned in the resolution. Copy of said covering letter ad courier acknowledgment receipt is enclosed. Thus, the accused No.1 of this case acted against the resolution passed by Board of Directors and succeeded their malice intention to usurp more amount and commit fraud with the bank. By doing so, the accused persons of this case have colluded with one another, produced forged documents and thereby committed criminal act.

(12) The extremity of the criminal act committed by the accused is such that though Board of Directors of the bank resolved to invest up to Rs. 1,10,00,000/- In words Rupees One Crore Ten lakhs in Government Securities and S.G.L. account is to be operated with signature of authorized officer, instead of depositing the aforesaid amount in SGL (Subsidiary General Ledger) account, it has been directly sent to

215

Syndicate Management Services Private Limited because the accused persons had knowledge that upon depositing the amount in SGL (Subsidiary General Ledger) account, intention of their criminal act will not succeed. Not only this, the accused persons had knowledge that as per pursuing resolution of the Board of Directors, if signature of two officers shall be insisted, they cannot usurp the aforesaid amount as per their intention by committing fraud and producing forged documents. Thus, the accused No.1 has violated the resolution of the Board and by doing so, they have succeeded in their malice intention. As the accused was not satisfied with this, the accused No.1 has sold both the abovementioned securities on 02/04/2002 without consent of the Board of Directors and he has purchased another security on the same day. The amount of difference i.e. Rs. 167400/- has been sent to Syndicate Management Private Limited on 04/04/2002. Thus, during the entire transaction, the accused No.1 has not taken the

Board of Directors into confidence, but he has taken consent of the same.

(13) I, the complainant, was frequently asking regarding investment in government securities. Thus, the accused No.1 has submitted receipts of Reserve Bank of India with help of other accused persons, but said receipts do not contain name of any bank. Despite knowing the fact that the aforesaid documents are not pertaining to investment made by respective bank, the accused No.1 has made representation in this regard stating that the said documents are pertaining to the investment made by Morbi Nagrik Sahakari bank. This fact denotes clear intention of the accused persons.

(14) The accused No.1 stated to me, the complainant and Pradipbhai Vala, Director of the Bank, Upendrabhai Kathrani, Ashokbhai Kathrani, etc. regarding original documents of Government securities. Thus, Tusharbhai and other accused persons had discussed with Directors of the bank on mobile. Thus, Board of Directors and I suspected that the accused No.1 colluded with

217

other accused persons, went against the resolution passed by the bank and usurped the amount of Morbi Nagrik Sahakari Bank. Thus, on 13/05/2001, the accused No.1 colluded with the other accused persons and stated by sending Fax that the amount of the bank is safe and delivery thereof shall be given within short time. However, as the bank did not get any such security, I, the complainant made phone call to the accused No.1 and in this connection, the accused Nos. 2 to 4 requested by Fax to grant time of seven days. Thus, it appears that the intention of the accused persons is to extend time.

(16) Thus, the accused No.1 of this case went against the resolution made by Morbi Nagrik Bank, united with other accused persons and hatched conspiracy in collusion with one another, committed breach of trust and deception with Morbi Nagrik Sahakari Bank by raising false and forged documents and thereby committed act of usurping the big amount of the bank and committed grave offences under Sections-405,

218

406, 409, 420, 120(b), 467, 468, 471, 34, 114 of I.P.C. Thus, it is requested to take strict action against the accused persons of this case pertaining to offence of this case.

(17) My witnesses of this case are as under: (1) I, the complainant, myself (2) Ashokbhai Kathrani (3) Upendraphai Kathrani (4) Raghavjibhai Gadara (5) Pradipbhai Vala (6) Chandravadanbhai Pujara (7) Kanubhai Pandit (8) Responsible officer of the bank. Xerox copies of the documents mentioned in this complaint are enclosed.

(18) I keep my right reserved to produce more witnesses and documentary evidences, if required.

Morbi. Sd/-illegible

Date. 07/06/2002 Morbi Nagrik Sahakari Bank

True Translated Copy

ANNEXURE-P-11

219

FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)

S.R.NO.:..... BOOK NO......

1. District: North Delhi P.S. New Delhi

   Year: 2002 FIR No.280 Date: 4.05.2002

2. Act(s):

   (i) Indian Penal Code 1860 Section(s): 409 r/w section 120 –B

   (ii)

   (iii)

   (iv)

3. Occurrence of offence

(a) Day: Tuesday Date from: 18.01.2002 Date to 21.02.2002

Time Period: 13 months Time From:

Time to:

(b) Information received at P.S.: Date 04.05.2002 Time 7:35 PM.

(c) General Diary Reference: Entry No.: 18 A Time: 7:35 PM.

4. Type of Information: Written

5. Place of occurrence:

(a) Direction and Distance from P.S. North/East about 1 Km. Beat No.02

(b) Address: United India life Building F block Middle Circle Connaught Place, N Delhi

(c) In case, outside the limit of the Police Station:
Name of P.S. District

6. Complainant/Informant:

(a) Name: For M/s Bajaj Capital Ltd. Triveni Singh Executive (Legal Cell)

(b) Fathers Name

(c) Birth Year: (d) Nationality India

(e) Passport No. Date of issue Place of issue

(f) Occupation: Service

(g) Address; For M/s Bajaj Capital Ltd, United India life Building F block Middle Circle Connaught Place, N Delhi

(h) Telephone; 3312622,3314600, 3315938, 3356158

7. Details of known/suspect/unknown accused with full particulars(attach separate sheet if necessary): (3)

1. Mr. Sanjay Agarwal, Chairman
2. Mr. Nandkishore S. Trivedi, Exeuctive Director & Secretary.
3. Mr. Ketan Sheth, Additioinal Director
4. Mr. Manoj (Mike) Ambala Shah, Additional Director
5. Mr. Allan Jack McMillan, Independent Director
6. Mr. Russel H, Boekenkroeger JR, Independent Director

7. Mr. Dhananjay Agarwal, Independent Director
8. Mr. Vijay Kumar Himatlal Modi, Independent Director
9. Mr. Salil D, Gandhi, Independent Director.
10. Mr. Shashank Gopal Ranade, Independent Director
11. Mr. Subodh Bhandari, Vice President
12. Mr. Indrani Dev, Manager Eastern Region
13. Mr. Arvind Rai, Dealer

8. Reason for delay in reporting by the complainant/informant

9. Particulars of the properties stolen/involved(attach separate sheet if necessary):

Sl. No. Property Type(Description) Est. Value(Rs.) Status

(i)

(ii)

(iii)

10. Total value of property stolen: Rs. 1,42,65,096/-

11. Inquest Report/U.D. Case No. if any:

12. F.I.R. contents (attach separate sheet, if required): Dated 3 May 2002 The SHO Police Station Connaught Place New Delhi-110001 Sub- complaint on behalf of M/s Bajaj Capital Limited through Mr. Triveni Singh, senior executive (legal cell) against M/s Home Trade Ltd. & its. 1. Mr. Sanjay

Agarwal, Chairman, 2. Mr. Nandkishore S. Trivedi, Exeuctive Director & Secretary, 3. Mr. Ketan Sheth, Additional Director, 4. Mr. Manoj (Mike) Ambala Shah, Additional Director, 5. Mr. Allan Jack McMillan, Independent Director, 6.Mr. Russel H, Boekenkroeger JR, Independent Director,7. Mr. Dhananjay Agarwal, Independent Director, 8. Mr. Vijay Kumar Himatlal Modi, Independent Director, 9. Mr. Salil D, Gandhi, Independent Director. 10. Mr. Shashank Gopal Ranade, Independent Director 11. Mr. Subodh Bhandari, Vice President, 12. Mr. Indrani Dev, Manager Eastern Region 13. Mr. Arvind Rai, Dealer, For the offences committed by them under sections: (1) 120-B read with sections 409 and 403 of Indian penal code. (2) 409 and 403 read with section 34 of Indian penal code. (3) 409 and 403 read with section 149 of Indian penal code. 1. That M/ Bajaj Capital Ltd. Is a company duly incorporated under the companies Act, 1956 and having one of its office at United India Life Building F-Block, Ground Floor, Middle Circle, Connaught Place, New Delhi-110001 and interalia engaged in the business of Investment Advisory and buying & selling of Government Securities and Bonds. 2. That undersigned is working with M/ Bajaj Capital Ltd. In his capacity as Senior Executive (Legal Cell) ad is duly authorized by way of board resolution dated 29.4.2002, to lodge the present complaint Copy of the resolution is attached herewith as Annexure' A'. 3. That during the course of its business M/ Bajaj Capital Ltd. Had received enquiries from its three clients for purchase of various Governments Securities and Bonds amounting to face value of Rs. 1,30,00,000/-. As per the practice, the said clients of M/ Bajaj Capital Ltd. For the securities ordered by them and the said amount of Rs. 1,42,65,096/- inclusive of principal, premium and interest was duly forwarded by M/ Bajaj Capital Ltd. On behalf of the said clients to M/s Home Trade Ltd. Which is an approved Share and Government Security Broker and a member of Pune Stock Exchange and is also registered with SEBI under regd. No. INB 110624638. Before remitting the amount the deal confirmation notes were duly prepared and exchanged between M/ Bajaj Capital Ltd. And M/s Home Trade Ltd., M/s Home Trade Ltd. Issued to M/ Bajaj Capital Ltd. Their bills and legal contract containing the details of the transactions. The said Bills and contract notes disclose the description of the relevant securities regarding, quantity, rate of interest and amount. It is only on their assurance that they had physical possession of securities and their written confirmation and signing of deal through receipt of Bills and contract notes from M/s Home Trade Ltd., that M/ Bajaj Capital Ltd. Entrusted the above said amount by way of depositing the cheques in the name of M/s Home Trade Ltd. On their instructions Citi Bank, Connaught Place and Nehru Place at New Delhi in A/c 0841970004 (Two Cheques) and UTI Bank, Barakhamba Road, New Delhi in A/c 005010200016302. The details of the said transactions containing the dates, description of securities, face value, bill Nos, Cheques Nos., of M/ Bajaj Capital Ltd. And amount entrusted have been shown in tabular from in **Annexure 'B'**. which is enclosed herewith. 4. That it is pertinent to mention here that M/ Bajaj Capital Ltd. Had entrusted to M/s Home Trade Ltd. Amount to the tune of Rs 1,42,65,096/- on the assurance of M/s Home Trade Ltd. That they were in a position to give delivery of Bonds & Govt. Securities with in the stipulated time purchase the particular securities the details of which are enclosed in **Annexure 'B'** for the three clients of M/ Bajaj Capital Ltd. The trust of created was to be discharged by M/s Home Trade Ltd., only by way of physically delivering the same to M/ Bajaj Capital Ltd. In view of the legal obligation and contract so as to enable M/ Bajaj Capital Ltd. To handover the said securities to the clients who had placed the orders for the same. 5. That despite receiving the entrusted amount by M/s Home Trade Ltd. They did not have the physical delivery of the securities to M/ Bajaj Capital Ltd., M/ Bajaj Capital Ltd. Requested many times to M/s Home Trade Ltd to either deliver the securities or return the entrusted amount but M/s Home Trade Ltd., paid no heed to the requests of M/ Bajaj Capital Ltd. An misappropriated the entrusted amount and converted the same to their own and benefit ant thus M/s Home Trade Ltd., has dishonestly caused to wrongful loss to M/ Bajaj Capital Ltd. And its clients and wrongful gain to themselves. 6.

During the period between 18th January, 2002 to 21st February, 2002, M/s Home Trade Ltd, its Directors and Officials named above in the subject entered into a criminal conspiracy and had committed the offences U/s 409 and 403 of Indian Penal Code and are therefore liable for offences of 120-B, read with Section 409 & 403 of Indian Penal Code. That above named have also committed substantive offences U/s 409 & 403 of Indian Penal Code, Newspapers carry information that M/s Home Trade Ltd., its Directors and officials have committed similar type of offences with other parties elsewhere. 7. That it is clear from the above facts and circumstances that M/s Home Trade Ltd., its Directors and officials had entered into a criminal conspiracy and committed the offence of Criminal Brach of Trust as the said amount of Rs. 1,42,65,096/- was entrusted to M/s Home Trade Ltd., for the specific purpose for physical delivery specific securities mentioned in **Annexure 'B'** and M/s Home Trade Ltd., had miserably failed to discharge the trust in the manner in which they were to discharge the same, Moreover they had also committed the offence of issuance of the Bills, contract notes etc. Which contained dishonest, and totally false information/statement relating to the deal for which amount was entrusted to them By M/ Bajaj Capital Ltd. Besides this they had also committed the offence of Dishonest Misappropriation of the entrusted the same to their own use and benefit, all the above said offenses were committed by accused persons with connivance and knowledge of each other. 8. The persons accused in this complaint will be available at the addresses and telephone numbers etc. as given in details in **Annexure 'C'** 9. The accused & the offences committed have been mentioned in the complaint as far as the facts known to the complaint, May be an on investigation more persons are found to be accused & offense have been committed by them. 10. Copies of documents considered relevant the complainant are attached herewith. 11. That M/ Bajaj Capital Ltd., has one of the its offices at Connaught Place, on above given address, all the above transactions were dealt with by M/ Bajaj Capital Ltd., from its various offices including the Connaught Place office the cheques in the name of M/s Home Trade Ltd., were issued from the Connaught Place office, the cheque nos. 324692 &

212486 were deposited by M/ Bajaj Capital Ltd. In the account of M/s Home Trade Ltd, as per their instructions at Citi Bank, New Delhi and also cheque nos. 228006 in UTI Bank, New Delhi at their specific instruction, the amount the form of cheque was entrusted by M/ Bajaj Capital Ltd. To M/s Home Trade Ltd, instructions with their Banker at New Delhi in their account in Delhi, the physical delivery of the securities was to be made by M/s Home Trade Ltd, to M/ Bajaj Capital Ltd. At the above said office of M/ Bajaj Capital Ltd., various requests letter and reminders, for physical delivery of the securities or for return of the entrusted amount were sent by M/ Bajaj Capital Ltd. Form their office at Delhi, the trust was created in favour of M/s Home Trade Ltd, at New Delhi the Criminal Brach of Trust was committed at New Delhi. as such the above said offences and every part therecf have been committed within your territorial jurisdiction at New Delhi. 12.Therefore, you are requested to please register the FIR against the above said M/s Home Trade Ltd, its Director & Officials and the matter may kindly be investigated and culprits may kindly be brought to book as per the law and For M/ Bajaj Capital Ltd. Sd English Triveni Singh Senior executive (legal cell) Encl:-

1. Copy of Board Resolution — Annexure-A
2. Copy of Charti in Tabular form Containing details of Transactions. — Annexure- B
3. List containing the names, address & Telephone nos. of Ms/ Home Trade Ltd, Its Directors & Officials who Committed the offences.

4. Photocopy of Letter dated 20/09/2001 of M/s Bajaj Capital Ltd, for issuance of High Value Cheque in favour of M/s Home Trade Ltd.
5. Photocopy of Deal note dated 1/2/2002 from M/s Bajaj Capital Ltd to M/s Home Trade Ltd, regarding Deal no. MMTSM-185.
6. Photocopy of Bill EURO/PUNE/15,809 Dated 1/2/2002 from M/s Home Trade Ltd. To M/s Bajaj Capital Ltd.
7. Photocopy of deposit slip regarding cheque no. 212486.
8. Photocopy of cheque no. 212486 dated 5/2/2002 favouring M/s Home Trade Ltd, drawn on Canara Bank, Connaught Circus, New Delhi, issued by M/s Bajaj Capital Ltd.
9. Photocopy of Deal Note dated 21/2/2002 from M/s Bajaj Capital Ltd to M/s Home Trade Ltd. Regarding Deal No. MMTSM-187.
10. Photocopy of Deal note dated 21/2/2002 from M/s Bajaj Capital Ltd to Home Trade Ltd regarding Deal no. MMTSM-188.
11. Photocopy of Bill EURO/PNE 16,173 dated 21/2/2002 from M/s Home Trade Ltd to M/s Bajaj Capital Ltd.
12. Photocopy if contract Note no. 2002/2001/000 16,173 dated 21/2/2002
13. Photocopy of Bill EURO/PNE 16,173 dated 21/2/2002 from M/s Home Trade Ltd. To M/s Bajaj Capital Ltd.

14. Photocopy if contract note no. 2002/2001/000 16,173 dated 21/2/2002
15. Photocopy of deposit slip regarding cheque no. 228006
16. Photocopy of Deal Note dated 18/1/2002 from M/s Bajaj Capital Ltd, to M/s Home Trade Ltd regarding Deal No. MMTM-183.
17. Photocopy of Deal note dated 18/1/2002 from M/s Bajaj Capital Ltd to M/s Home Trade Ltd.
18. Photocopy of Bill EURO/PNE 15,655 dated 18/1/2002 from M/s Home Trade Ltd. To M/s Bajaj Capital Ltd.
19. Photocopy if contract Note no. 2002/2001/000 15,655 dated 18/1/2002.
20. Photocopy of Bill EURO/PNE 15,673 dated 18/1/2002 from M/s Home Trade Ltd. To M/s Bajaj Capital Ltd.
21. Photocopy if contract Note no. 2002/2001/000 15,655 dated 18/1/2002.
22. Photocopy of cheque no.324692 dated 21/1/2002 favouring M/s Home Trade Ltd, drawn on Citi Bank, New Delhi issued by M/s Bajaj Capital Ltd.
23. Original Confirmation Certificate dated 2/5/2002 issued by Canara Bank Connaught Circus, New Delh to M/s Bajaj Capital Ltd., New Delhi regarding confirmation of encashment of cheques.
24. Original Confirmation Certificate dated 1/5/2002 issued by Citi Bank Connaught Circus, New Delhi to

M/s Bajaj Capital Ltd., New Delhi regarding confirmation of encashment of cheques.

Duty Officer P.S. Connaught Place New Delhi. from the contents of the above complaint prima facie an offence u/s 409 IPC r/w Section 120- B IPC is made out it is therefore requested to register the case and investigation be handed over to me dated and time of occurrence from 18.01.02 to 21/02/2002 place of occurrence United India life Building F block Middle Circle Connaught Place, N Delhi date and time and sending endorsed complaint 4/5/2002 at 7.35 Pm Sd/ English Servesh Kumar SI P.S Connaught Place New Delhi dated 04.05.2002. The police action is that the complaint has been register as FIR and the same has been handed over to SI Servesh Kumar and the copy of the same has been forwarded to the higher-officers through Dak through HC/ Do Gurbachan Singh.

13. Action Taken (since the above information reveals commission of offence(s) u/s as mentioned at item No.2:

(i) Registered the case and took up the investigation

OR

(ii) Directed (Name of the I.O.): Suresh Kumar

No.16970055 Rank: SI No. D-359

To take up the investigations,

OR

(iii) Refuse Investigation due to

(iv) Transfer to PS. District

Or Point of Jurisdiction

Fir read over to the complainant/ informant, admitted to be correctly recorded and copy given to the complainant/ informant free of cost

Signature of officer in charge/ duty officer Police Station

Name...Gurbachan singh ....

Rank......HC ....No...296 ND .....
PIS No......28800523.................................

14. Signature / Thumb Impression of Complainant / Informant

15. Date and time of Dispatch to the court 5/5/2002

True copy

ANNEXURE- P-12

FIR No. 242/02 dt. 17.6.02

231

FIRST INFORMATION REPORT

(UNDER SECTION 154 of Cr.P.C.)

Serial No.22 : Book No.

1. District south West P.S. Sarojini Nagar, Year 2002 FIR No. 242.

2. Act IPC Section 120B r/w. 406/409/420

(i) Act .... Section 467/468/471 IPC.

(ii) Act .... Section ....

(iv) Other Act Sections ....

3(a) Occurrence of offence day, Date from January, 2002 date to ....Time Period ...... Time from.....time to ....

(b) Information received at P.S. Dated 17.6.2002, time 21.20 Hrs.

(c) General Diary Reference: Entry No DD No. 35A time 21.20 Hrs.

4. Type of Information. Written /Oral-.

5. Place of Occurrence: (a) Direction and distance

Form P.S. Beat No.14

(b) Address: B-2/60, Safdarjung Enclave, New Delhi

(c) In case, outside the limit of this Police Station, the name of P.S. __________, District __________________

6. Complainant / Informant:

(a) Name Arun Jain

(b) Father's Husband's Name Hira Lal Jain.

(c) Date/year of Birth 41 years. (d) Nationality Indian

(e) Passport No. .... Date of Issue ...... place of issue ....

(f) Occupation ....

(g) Address D4/4239, Vasant Kunj, New Delhi.

(h) Tel No. ....

7. Details of Known / suspected / unknown accused with full particulars (attach separate, sheet if necessary)

1. ....

2. ....

8. Reason for delay in reporting by the complainant / informant. No delay.

9. Particulars of properties stolen (Attach separate sheet, it necessary)

10. Total value of property stolen ....

11. Inquest Report / U.D. Case No. if any ....

12. F.I.R. Contents (attach separate sheet, if required):-

V.S. Infrastructure capital Ltd. B2/60,Safdarjung Enclave, New Delhi- 100 029, India, Tel 0116106565 (5Lines) Fax. (011) 6106556, E-mail usiep @ cle12 vsnl.net in www.vsifrastructure.com www iseindia.com April 27.2.2002. The Crime Branch the Economic offences wing Qutab Institutional Area N. Delhi RE-criminal complaint against M/s. Home Trade Ltd., Mr. Sanjay Aggarwal, Chairman and CEO Mr. Dhananjay Aggarwal, Director, Mr. N.S. Trivedi Director Mr. Arvind and Mr. Subodh Bhandhari executives of Home Trade Ltd. having its office at Tower 4,5 Floor International Infotech Park, NaviMumbai-400 703 for committing fraud on the complaint. Dear Sir, the undersigned is director of M/s. V.S. Infrastructure Capital Ltd. The said company is authorized by Reserve Banks of India to deal in and to sell and purchase Central Government and State Government securities.

2. In the courage of our business dealings we, on account of our clients who are generally pubic under-taking, semi Government and other public bodies, purchase the Government securities from the broker NBFC and other

corporate bodies in the market holding such securities at a price. Thereafter upon delivery of such securities the same are handed over to the respective client.

3. That Mr. Arvind dealer working with Home Trade Ltd. contacted Mr. Ajay Prakash Singh working in my company for purchase of the Government securities. As we had never earlier dealt with Home Trade Ltd. therefore Mr. Arvind then informed that Home Trade is one of the most promising and professional company being run by Mr. Sanjay Aggarwal who is Chairman and CEO Mr. Ketan Seth Director of the company and ensures that the transactions are clean and timely completed further that their company is also run by other professional like Mr. Dhananjay Aggarwal and Mr. N.S. Trivedi who have attained immense experience and reputation in stock market.

4. That convinced and impressed by the details given by Mr. Arvind and Mr. Sanjay Aggarwal telephonically further Mr. Ketan Seth Director Home Trade Ltd. along with Mr. Amar Joshi Director Gilt Age securities visited our Delhi office and told us the home trade is very

professional company and many big local and foreign institutional investors have invested big money and the company is highly sound and safe. The complainant agreed to purchase Central Government Securities from M/s. Home Trade Ltd. for its clients.

5. That my client M/s MODI ENTERTAINMENT NETWORK WORKS SPECIFIED EPF TRUST. AND FRUIT AND VEGETABLE PROJECT EMPLOYEE PROVIDENT FUND who are holding public funds wanted to purchase the Central Government Securities as per their policy accordingly gave a sum of Rs.5,18,453 and 17,23,248/- respectively for said propose to the complainant company.

6. That for above clients the complainant company entered into agreement with M/a, Home Trade Ltd. through Mr. Arvind and Mr. Subodh Bhandari for purchase of the Central Government Securities that on 25.01.2002 M/s. Home Trade Ltd. issued a contract bearing No. 2002, 2,001,2000,15,731, specifying the sale of Central Government Security of face value of Rs. 4,00,000 with interest @11.83% to the complainant company for this

sale the complainant company made payment of Rs. 5,17,921.22 vide cheque bearing No. 917905 dated 29.01.2002 drawn on Punjab National Bank, The said cheque was deposited in the account No 00104003, 17011 of Home Trade Ltd., HDFC Bank Surya Kiran Building K.G. Marg New Delhi on 29.1.2002 and was duly encashed.

7. That similarly on 07.02.2002, M/s Home Trade Ltd., issued a contact bearing 070.2002, 2,0011000, 15869 signed by Mr. Arvind and Mr. Subodh Bhandari specifying the sale of Central Government Security of face value of Rs,13,00,000 with interest @:11.83% to the complaint company for this sale the complaint company made payment of Rs.17,21,520.31 vide cheque bearing no. 917912 dt. 11.02.2002 drawn on Punjab National Bank. The said cheque was deposited in the account No. 00104003 17011 of Horne Trade Ltd. HDFC Bank N.J. House K.G, Marg, New Delhi on 17.2.2002 and was duly enchased.

8. That as per the trade practice and rules of the stock exchange Pune the physical or electronic delivery for the

securities is to be made within 20-30 days of the issue of the contract note however M/s. Home Trade Ltd. failed to deliver the securities sold to the complainant company vide aforementioned Contract notes.

9. That the under signed repeatedly contacted Mr. Subodh Bhandheri and Arvind who had executed the above contract note and Mr. Ketan Sheh, Director Home Trade and also Director in Giltedge Securities and Mr. Amar Joshi of Giltedge Securities for Physical or electronic delivery of the Securities sold as the complainant company was to hand over the same to its above mentioned clients who had invested the Public money for procuring the said Central Government securities.

10. That despite repeated promises by Mr. Ketan Sheth and Mr. Subodh Bhandari M/s Home Trade Ltd., has failed to deliver the said securities. The undersigned has come to know from its bonafide sources that in fact all the above directors and executives in connivance with each other and with the malafide intention to cheat and misappropriate the public money have incorporated M/s Home Trade Ltd. Their modus-operendi is to allure the

general Public brokers sub-brokers wanting deal in government securities through personal calls and advertisement representing themselves to be a professional and transparent company. The meeting people to purchase Government securities from them when in fact the Government securities which they are selling and issuing contract notes for do not exist or brought from by third party and are only paper sale.

11. That the failure on the part of M/s. Home Trade Ltd. to deliver the above sold Central Govt. Securities to the complainant and now despite the best efforts the undersigned is unable to contact the above named directors and Mr. Subodh Bhandari who is resident of D-703, Govind Complex, sector Vashi Navi, Mumbai to take delivery of the above securities.

12. The Modus Operandi of the accused named in the complaint was to allure and induce through false assurances the complainant to purchase the abovesaid security which was non existing thereafter to make the complainant pat with the purchase consideration with a promise that the delivery follow. |

13. The above fact only confirms that Mr. Sanjay Aggarwal Mr. Ketan Seth Mr. Dhananjay Aggarwal Mr. N.S. Trivedi, Mr. Subodh Bhandhari Mr. Arvind and other directors and officials of M/s. Home Trade Ltd. and Mr. Amar Joshi and other Directors of Giltedge securities a connivance and in conspiracy with each other have committee . fraud cheating criminal breach of trust against the complainant company by misappropriating sum of Rs.17,21,520.31 and 5,17,921.22 which they have taken towards sale of Central Government securities indicated in the aforesaid contract notes.

15. That the payment for purchase of Government securities were made in Delhi and the Securities were to be delivered in Delhi, therefore, your good offices has the territorial Jurisdiction to register the F.I.R. and initiate criminal action against the accused.

16. That since amount of public funds are involved, therefore, it is only in the public interest that immediate FIR is registered against M/s Home Trade Ltd. and its directors as per Annexure attached and executives and along with Directors of Giltodge Securities and other be

arrested and investigated for the above offence committed by them SD Eng. Arun Jain, S/o Sh. Hira Mal Jain, R/o.D4/4239 Vasant Kunj, New Delhi age ____, Director V.S. Infrastructure Capital Ltd. B2/60, Safdarjung Enclave, New Delhi-29ENCL.:1 Copy of contract notes and bills; 2. Copies of Bank Statement of Punjab National Bank; 3. Copy of deposit slip of HDFC Bank; 4. Copy of website page of M/s Home Trade Ltd.

______________ the names of Directors of M/s Home Trade Ltd. and there details of Duty Officer, P.S. Sarojini Nagar, Delhi, it is submitted that during enquiry one work complained - PNR Securities Rs.1,13,47,61,361 against the director of_____M/s Home Trade Ltd. was from the contains of ______ned prima facie offences u/s 120B read with section 406/409/420/471 IPC are made put kindly lodge FIR and entrust the investigation today rukka is being sent

TRUE COPY

ANNEXURE- P-13

2441

FIRST INFORMATION REPORT 757996

(Under Section 154 Cr. P.C)

1. Dist: North 24 PGS PS: Jagatdal Year 2002 FIR No. 298 Date: 22/8/02

2. (i) Act: IPC Section 420 /406/120-B ii) Act .... Sections..............
   (ii) Act .... Section ....(iV) Other Acts & Section......................

3. (a) Occurance of offence Day .... Date From 23.11.2001 & many other Date to .... Time Period ....Time From....................Time To.................

(b) Information received at PS date 22/08/2002Time 11:10 am.

(c) General Diary Reference Entry No(s) 1532Time 11:10 am.

4. Type of Information ....Written / Oral C-1136/ 2002

5. Place of Occurance (a) Direction and Distance from P.S. South 3 km Beat No ....

(b) Address: Bhatpara Naihati Cooperative Bank Ltd, 3, Mukherjee Para Road, P.O. Bhatpara North 24 Pgs

(c) Incase outside limit of this police station then the Name of the P.S....................District...

6. Compliant / Informant:

(a) Name: Mrinal Das

(b) Father's/ Husband Name: Late Monmath Das

(c) Date / Year of Birth ....

(d) Nationality

....

....

(e) Passport no.................................Date of Issue

.... Place of Issue...........

(f) Occupation

....

....

(g) Address: Vice Chairman Bhatpara Naihati Cooperative Bank Ltd. 3, Mukherjee Para Road, P.O Bhatpara North 24 Pgs

7. Detail of known / suspected / unknown accused with full particulars:

1. Sanjoy Agrawal-M.D.
2. N S Tribedi
3. S.Bhandari

All of Managing Director and Directors of Home Trade Ltd, office Tower-4, 5^{th} Floor,

International Infotech Park,
Navi Mumbai-400703

4. Ketan Sheth M.D.
5. Dr. K. Kanteseriya
6. Dr. K. Changalia
   All are Managing Director & Directors of Giltedge Management Services Head office:103, Liberty Apartment. 80A Sarojani Road, Vile Parle West,
   Mumbai 400056
7. Indranil Dey
   Regional Manager, Home Trade &Giltedge, Calcutta-71

(attached separate sheet if

....

8. Reasons for delay in reporting by the Complaint / Informant...

....
....
...

9. Particulars of properitors stolen/ involved (Attach separate sheet, if necessary)...........................

....
....
...

2444

....

....

10. Total Value of properitors stolen / involved

....

....

11. Request Report / U.D. Case No. if any

....

....

12. FIR Contents (Attach separate sheet if required): The original written coplaint_____ (Not readable)

13. Action taken since the above report reveals commission of offence(s) as mentioned at item No2, registered the case investigation / directed S.I. P.Royto take up investigation if investigation / transferred to R.S. .... on point of jurisdiction. FIR read over to the company informant admitted to be correctly recorded and a copy given to the Complainant / informant free of cost.

Signature / Thumb Impression
sd-

Of the Complainant /Informant

Date & Time of dispatch to the court
Name Subash Chandra

Rank (Not readable)

245

District North 24 Parganas

In the Court of LD. C.J. K at Barasat

C-1136/2002

Petition of Complaints

In the matter of :-

An application

AND

In the matter of :-

Mrinal Das

S/O late Monmatha Das

Date of Occurrence	Vice Chairman, Bhatpara
Nainati Co-operative	
And Place of Occurrence	Bank Limited, 3 Mukherjee
Para Road	
23/11/2001, 6/2/02	P.O. Bhatpara, P.S.
Jagaddal North 24 pgs	
20/3/02 4/3/02	--------------Compliant.
26/3/02 and May other dates	- VS -
u/s 420,406, 120B IPC	1) Mr. Sanjoy Agarwal M.D

2) N.S. Tribedi

3) S. Bhandari

All of Managing Director and Directors of

Home Trade Ltd.,

Regd. Office: Tower -4, 5th Floor,International

Infotect Park, Nave Mumbai – 400 073

4) Ketan Sheth M.D.

5) Dr. Y Kantesariya

6) Mr. K Chengalia

All are Managing Director and Directors of Giltedge

Management Services

Head Office: 103, Liberty Apartment., 80A, Sarajani Road, Vile Parle(west) Mumbai – 400 056

Kolkatta Office: 138/ 2-A, Sarat Bose Road, Kolkatta – 29

7) Indrani Dey

Regional Manager, Home Trade Ltd. and

Geltedge Management Services.

Home Trade Ltd.

Calcutta Office 2-B, Rajkuthir
Pretoria Street,
Ground Floor,
Calcutta – 71
58/44, Prince Anowar Shaw Road,
Kolkatta -29, and others.
That the abovenamed complainant;

Most Respectfully Sheweth:-

1.....That Bhatpara Naihati Co-operative Bank Ltd., is a recognized Bank having it R.B.I Licence No. UBD WB 926P INSURED and its Reg. office situate at 3, Mukherjee para Road, P.O. Bhatpara, Pin 743123 P.S. Jagaddal, Dist. North 24- Parganas, West Bengal.

2... That the complnt. Is the Vice Chairman of the aforesaid co-operative Bank Ltd.,

3.... That the complnt. Bank has been dealing in practice of investing its' surplus found through the representative of SEBI approved brokers, namely (a) Home Trade Ltd. (b) Gitedge Management Services Ltd., incompliance with the Directives issued by R.B.I Bank.

4..... That the accd. No. 1,2 and 3 are the Managing Director/ Directors of Home Trade Ltd., and accd. No. 4,5, and 6 are the Managing Director/Directors of Giltedge Management Service Ltd, and accd.no.7 is the representative and regional Manager of the aforesaid organisations.

5... That the accd. Persons came to the office of the Complt. Bank for several times and approached the Bank to deal in G.O.I, Bond through them. Accordingly, being induced, G.O.I Bond in possession with the Bank was sold through the accd. Persons and simultaneously booked for purchase of various G.O.I Bonds through the accd. Persons and their firms whereby the representative of the Home Trade Ltd. Forwarded the contract notes got duly signed by the authorized persons committing the delivery of the scripts within 26/06/2002 with deal confirmation of U.T.I Bank., Lords Branch 7/1, Lord Sinha Road, Kolkatta – 700 071 , Forming part of the contract involving a consideration of Rs. 3,83,00,000/-. But the same was not delivered in time. As a matter of fact the Accd. Persons i.e.1 to 3 and 7 fradulently induced the complt.'s Bank to deliver the money by way of cheques and sale proceeds to the accd. persons.

7.... That the accd. Persons 4-7 also in aforesaid manner dishonestly induced the complt's Bank to make a deal through the accd. No.7 for consideration of Rs. 3,01,00,000/- and the said concern i.e. G.O.I assured the complainant's Bank to deliver the scripts or value whatsoever.

8.....That the accd. Person had/have dishonest interim from the very initial stage of transaction to deceive the complainant's Bank and as such the accd. Persons cheated complainant's Bank by the way of giving false representation and assuming the complainant's bank that all transactions would be beneficial form sale and purchase of G.O.I Bonds.

9.... That the accd. Persons had /have misappropriated a huge amount of money as mentioned above which are payable by accd. Persons to the complainant's Bank.

10.....That the witnesses are aware of this facts and they will depose before the court of law to the effect.

11.... That the accd. Person in connivance with each other conspired and committed the aforesaid offence in the manner stated above.

12--- That the accd. Persons on several occasions gave a Assurance to the comlnt.'s Bank to the effect that they Will pay the entire due amount to the complainant-Bank.

But they fail to do so intentionally and lastly they flately refused to make the payment. Hence there is some delay in filing this case.

Hence it is fervently prayed your Honour Would be pleased enough to send this Petition to the (Inspect-in-charge, Jagaddal P.S. to treat the same as F.I.R. and pass other order/orders as Your Honour deem fit and proper.

A N D for which act of kindness the accd. Shall ever pray.

Witnesses:

1) Anil Mukherjee S/o Lt. Bibhuti Bhushan Mukherjee
   78/2 Kantadanga Village Road
   North 24 Paragnas

2) Dipan Kr. Bharracherjee s/o Lt. Sudhir Kr Bhattacherjee
   Asst Manager
   25/1, Thakur para Rd
   P.O. Bhatpara, North 24 paragnas

3) Bijan Dey s/o Satyanarayan Dey
   Sector, Bhatpara-Naihati Cooperative Bank Ltd
   And Many others

True Translated Copy

ANNEXURE P-14

Nagpur
Form no.I-A 251
No 0040748

FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)

1. Dist:Nagpur, Police Station Ganeshpeth, Year:2002

   FIR No. 97/02 Date:25/04/2002

2. (i) Act : I.P.C. Sections: 406, 420 & 34

   (ii) Act: -------------- Section: ------------------------

   (iii) Act:-------------- Sections:----------------------

   (iv) Other Acts & Section:-- ---------------------------

3. (a) Occurrence of offence: Day: ----------- Date:

   From : 25/1/02 *Date To: 25/04/2002

   Time period: in official Time from:--------

   Time to------------- Time to --------------

   (b) Information received at P.S. Date: 25/04/2002

   Time: 11.00 O'clock

   (c) General Diary Reference: Entry No. 24

   Time: 11.55 O'clock

4. Type of information:Malpractice & cheating offence

Written / Oral : written

5. Place of Occurrence: (a) Direction and distance from P.S.: ½ KM towards north from P.Stn.

Beat No. : Bhashyadarstya

(b) Address of Occurrence In the office of

District Central Co-op. Bank,

Gandhi Sagar, Nanik Chawk,

Nagpur, R.J.Ganeshpeth,

Nagpur

(c) In case, out the limit of this Police Station :- :

Name of P.S.: -------- ----------------------------

Dist : ---------------- ----

6. Complainant/Informant Address:-

(a) Name: Shri sunil Kedar

(b) Father's name: Shri Chhatrapal Kedar

(c) Date of Birth & Age: 41 years

(d) National: Indian ,

253

(e) Passport No.: --

Date of issue: --

Place of issue: --

(f) Occupation: Chairman

of Bank

(g) Address: residing at Plot No.266,

Near Mathseva Sangh

Bajaj Nagar

Police Station Dhantoli

Nagpur

7. Details Name & Address of known /suspected/unknown accused with full particulars (Attach separate sheet, if necessary)

Accused 1)Home Trade Ltd, Tower Four, Vashi Rly Station Complex, Navi Mumbai, Executive Director Shri Trivedi 2) Indramani Merchants Pvt. Ltd. Rajkuti, 2-B Pretoriya Street, Kolktaa 3) M/s Sendra Dealers Pvt. Ltd. 11 Caff Road Kolkatta, 4) M/s Sindicate management Services Pvt. Ltd, 405 Amisha Annex, Gulberg Tekrada, Ahmedabad, Gujarat 5) M/s Giltez Management , 108, Liberty Apartment, 80A, Sarojini Road, Vile Parle, Mumbai.

Physical features, deformities and other details of the suspect: (Not arrested

Sex	Date/ Year of Birth	Build	Height In cms	Comple xion	Identifi cation Marks
1	2	3	4	5	6
-	-	-		-	-

Deform ities/ peculiari ties	Teeth	Hair	Eye	Habit(s)	Dress Habits
6	7	8	8	9	10
-	-	-		-	-

Languages/ Dialect	PLACE OF				
	Burn Mark	Leuco Derma	Mole	Scar	Tattoo
13	14	15	16	17	18
-	-	-	-	-	-

These fields will be entered only if complainant/informant gives any one or more particulars about the suspect. This will be used only for the purpose of preli8minary retrieval to assist I.O.

A database created will subsequently link one suspect in several cases, if any

A comprehensive and complete data on all fields will again be prepared when any accused arrested irrespective of previous suspicion

8. Reason for delay in reporting by the Complainant/Informant:

   IMMEDIATELY

9. Particulars of properties stolen and involved (Attach necessary separate sheet if necessary):-

   ----

   ----

10. Total value of properties stolen/involved:------------

11. Inquest Report/UD.Case No., if any------------------
----

12. F.I.R. Contents (Attach separate sheets, if required):- The brief of this case is that the accused herein through Dist Central Co-op.Bank for purchasing govt. security invested Rs.125.60 crores (face value) amount from time to time with above five brokers firms which are not registered with SEBI and investment made by contravening the norms of RBI. However, the mentioned brokers did not give physical certificates and/or not return the amount paid by complainant's bank and thus above five brokers firms have cheated to the bank causing loss to the bank hence offence is registered against above accused under provision of section 406, 420, 34 of IPC and offence taken for further investigation.

257

13. Action taken: Since the above report reveals commission of offence(s) u/sec. as mentioned at Item No.2, registered the case and took up the investigation / directed to --------------------------- Rank: -------------------- to take up the investigation / Refused investigation / transferred to --------------------- Police Station, Vardha on point of jurisdiction.

F.I.R. read over to the Complainant/Informant, admitted to be correctly recorded and a copy given to the Complainant/Informant free of cost.

14. Sd/- 25/4
Signature and Thumb Impression
Of the Complainant/ Informant.

Sd/-25/4/02
Signature of Officer
Incharge, Police Station
Ganeshpeth
Name: Y.N.Kuthe
Rank: Police Inspector
Ganeshpeth Police Stn

15. Date and time of dispatch to the Court: 26-04-02

STATEMENT

I, Police Inspector, Yashwant Kuthe, aged 48 years, Police Station - Ganeshpeth , presently working as Officer on deputation do hereby state that I work in this police station . I say that today dated 25/4/02 when I was on duty in police station, the complainant by named Sunil Chatrapal Kedar, aged 41 years, residing at Plot No.266, Near Malhseva Sahgh, Bajaj Nagar, Police Station - Dhantoli by reporting personally in police station gave his complaint as per following:-

Copy of written complaint:- Police Station Ganeshpeth, Nagpur City dated 25/4/02 - " I Sunil Chhatrapal Kedar, aged 41 years, residing near at Plot no.266 Malhseva Sangh, Bajaj Nagar Police Station, Dhantoli, Nagpur.

I personally report to the police station and give in writing that I am residing at above given address. I am working from Sept 1993 to March 1995 and now from 19/1/99 is working on post of Chairman of Dist. Central

Co-operative Bank. Our bank working capital is of Rs.927 crore. The demand & Time Liabilities of our bank (TDL) is about 630 crore.

In the month of February 2001, our bank had entered into agreement with Executive Director Shri Trivedi of Home Trade Ltd having address at Tower 4, Vashi Rly Station Complex, Navi Mumbai for making investment in government securities. According to it, since then our purchase-sale transaction in approved govt securities was going on Home Trade Ltd firm is recognized firm of Reserve Bank of India and it is registered with SEBI. We were getting all physical delivery certificate of our all investments made with the said firm but since last three month we have not received investment certificate. During this period Nabard annual inspection was done in 2002 and at that time they told that Xerox certificate letter will not be accepted we want original certificate such instruction he gave. Prior to this, this broker was sending us Xerox certificate regularly and after completion of sale transaction the difference amount was used to send to us but However Nabard since made demand of original certificate , he intimated us that they are sending on fax from time to time. However, in actual, like Home Trade, we had been dealing the transaction of sale with following four firm's executive directors for purchasing of govt. securities and they are : 1) 1) M/s Indramani Merchant Pvt. Ltd, Rajkuti, 2B Pretoriya Street, Kolkatta 700071 (W.Bengál) 2) M/s Sendru Dealers Pvt. Ltd 11 Kulk Road, Kolkatta (W'B) 3) M/s. Syndicate Management Services Pvt. Ltd. 405 Anish Annex, Opp: K.P.Hotel, C.G.Road, Guibai Takadi, Ahmedabad 380009 Gujarat 4) M/s Giltez management Services Ltd., 108 Liberty Apartment 80A Rajani Road, Vile Parle(W), Mumbai-400050 (Maharashtra)

I say that from above mentioned five brokers we have not received certificate of transaction made from time to time from 25/1/02 till today. In this way, the above broker firms have not given actual original certificate of investment of Rs.125.60 crore (of face value) invested for purchase of govt securities. Thus above five firms have cheated us. These transactions have been made through our accounts with Nagpur Dist Central Co-operative Bank, Head office near Shukravar Lake office and other transactions made from Maharashtra State Co-operative Bank, Fort, Mumbai office for Rs.125.60 crore in terms of cheques. All transactions have been made by cheque/transfer. All documents concern with this transactions are in record and for purpose of inspection we are ready to make available these documents/records.

I say that in respect of this cheating, we had given complaint letter on 20/4/02 to Hon. Home Minister

262

and Dy. Chief Minister. I therefore say the above five broker firms have misappropriated our amount of Rs.125.60 given to their Executive Director which the said bank have cheated Nagpur Dist Central Co-operatife Bank. Hence I am giving this complaint in writing against them for taking legal action."

Sd/-Sunil Kedar
Complainant

From the above report, the offence is recorded under provision of section 406, 420, 34 of IPC and as per semi govt. letter no.DGP/212/Cheating/01101/21/2002 from Hon. Police Director General , Maharashtra State Mumbai for further investigation transferred to Maharashtra State Mumbai, CID – Shri Borade, DIG. Director for further investigation.

Sd/-

Before,
Sd/-
Police Inspector
Ganeshpeth Police Station
Nagpur

--

263

Police Station-Ganeshpeth

Nagpur City

Date: 25/4/2002

COMPLAINT

I, Sunil s/o Chhatrapal Kedar, aged 41 years, residing at plot no.266, Near Matru Seva Sangh, Bajaj Nagar, Police Station – Dhantoli, Nagpur do hereby state as under.

I say and submit my report that I am residing at above given address and personally came to police station and give my report in writing to the police station. I am working from Sept 1993 to March 1995 and now from 19/1/99 is working on post of Chairman of Dist. Central Co-operative Bank. Our bank working capital is of Rs.927 crore. The demand & time liabilities of our bank (TDL) is about 630 crore.

In the month of February 2001, our bank had entered into agreement with Executive Director Shri

Trivedi of Home Trade Ltd having address at Tower 4, Vashi Rly Station Complex, Navi Mumbai for making investment in government securities. According to it, since then our purchase-sale transaction in approved govt securities was going on Home Trade Ltd firm is recognized firm of Reserve Bank of India and it is registered with SEBI. We were getting all physical delivery certificate of our all investments made with the said firm but since last three month we have not received investment certificate. During this period Nabard annual inspection was done in 2002 and at that time they told that Xerox certificate letter will not be accepted we want original certificate such instruction he gave. Prior to this, this broker was sending us Xerox certificate regularly and after completion of sale transaction the difference amount was used to send to us but However Nabard since made demand of original certificate , he intimated us that they are sending on fax from time to time. However, in actual, like Home Trade, we had been dealing the transaction of sale with following four firm's executive directors for purchasing of govt. securities and they are : 1) 1) M/s Indramani Merchant Pvt. Ltd, Rajkuti, 2B Pretoriya Street, Kolkatta 700071 (W.Bengal) 2) M/s Sendru Dealers Pvt. Ltd 11 Kulk Road, Kolkatta (WB) 3) M/s. Syndicate Management Services Pvt. Ltd 405 Anish Annex, Opp: K.P.Hotel, C.G.Road, Gulbai Takadi, Ahmedabad 380009 Gujarat 4) M/s Giltez management Services Ltd., 108 Liberty Apartment 80A Rajani Road, Vile Parle(W), Mumbai-400050 (Maharashtra)

I say that from above mentioned five brokers we have not received certificate of transaction made from time to time from 25/1/02 till today. In this way, the above broker firms have not given actual original certificate of investment of Rs.125.60 crore (of face value) invested for purchase of govt securities. Thus above five firms have cheated us. These transactions have been made through our accounts with Nagpur Dist Central Co-operative Bank, Head office near Shukravar Lake office and other transactions made from Maharashtra State Co-operative Bank, Fort, Mumbai office for Rs.125.60 crore in terms of cheques. All transactions have been made by cheque/transfer. All documents concern with this transactions are in record and for purpose of inspection we are ready to make available these documents/records.

I say that in respect of this cheating, we had given complaint letter on 20/4/02 to Hon. Home Minister and Dy. Chief Minister. I therefore say the above five broker firms have misappropriated our amount of Rs.125.60 given to their Executive Director which the

267

said bank have cheated Nagpur Dist Central Co-operative Bank. Hence I am giving this complaint in writing against them for taking legal action."

Sd/-Sunil Kedar
Complainant

True Translated Copy

ANNEXURE-P-15

Nagpur 268

FIR of C.R. No. 101/02 dt. 29.4.02

District :	Nagpur
Police Station :	Ganesh Peth
CR No. :	101/2002
Date :	29/4/2002
Act :	IPC
Section :	406,468, 409 r/w 34 of IPC
Occurance of offence :	Date from 25/1/2002 – Date to 5/2/2002
Information received at Police Station	Date 29/4/2002 Time 8 O'Clock
Type of Information :	Written
Name of the Complainant :	BhuraoVishwanathAswar

To,

Police Station Officer,
Ganesh Path Police Station,

Applicant - BhauraoVikshwanathAswar, Age 50 years
Special Auditor, Class 1, Co-operative
Organisation, Nagpur.

Opponent / Non-Applicant – 1) Sunil ChatrapalKedar

Chairman,

Nagpur District Central Co-op.

Bank Ltd.

2) A.s. Chaudhary

Asst. Director
Nagpur District Central Co-op.
Bank Ltd.
3) M/s. Home Trade Limited
Address of Vashi
4) Indramani Merchants Private
Ltd.,
Having office at Mumbai
5) Syndicate Management
Services Pvt. Ltd.
Ahmedabad.
6) Century Dealers, Calcutta.
7) Giltage Management
Services, Mumbai and Others.

Subject : Scam / Fraud of Nagpur District Central Co.op. Bank Limited.

Sir,

The Complainant states that Non-Applicant No. 1 is the Chairman of Nagpur District Central Co-op. Bank Limited, Head office of which is situated at- Gandhi Sagar, NatikChowk, Mahal, Nagpur, and bank has its own Board of Directors. The business transaction of the bank is governed by Maharashtra Co-Operatives Organisation Bye-laws 1960, Rule 1961, and as per the Bye-laws of the Bank. At the end of31/3/2001 share capital of the bank was Rs. 1101,56 Lakhs and deposit of Rs. 50508,02 Lakhs. The funds of the bank are to be invested as per Co-operative Laws Shri. A.C. Chandhar is Asst. Director of Nagpur District Central Co-op. Bank Ltd.

Vide letter of Hon'ble Co-operative Commissioner and Registrar of Co-Operative Societies, Maharashtra State, Pune dated 20/4/2002, Regional Sub-Registrar Co-op, Societies, Nagpar, informed that they have received information regarding scam/fraud committed regarding Nagpur District Central Co-op. Bank Ltd., Nagpur. That it is further directed in the letter to the necessary action and if required to also lodge Police Complaint. The letter is annexed with the complaint.

On receipt of the said letterHon'ble Regional Sub-Registrar Co-op. Societies, Nagpur, directed the present applicant Special Auditor, Class I, Co-operative Organisation, Nagpur to inspect the transaction of Nagpur District Central Co-Op. Bank Ltd., and send him Necessary reports. Even the details of transactions regarding investment entered into by non-applicants incorporated from 3 to 7 is also in the Said letter and the same is annexed with this FIR.

On receipt of the said directions the applicant went for the Nagrur District Central Co-op. Bank Ltd.; and inspected the agreements and documents Pertaining to the transactions. After the perusal the applicant came to conclusion that upto March 2001 the transaction Rs. 124,0500/. The Original document pertaining to said transaction, Original security, original receipts about the purchase of the sureties were not found in the Head office, of the said Bank. Theentire transactions were done through Agent and the Board of Directors were informed in the meeting dated 25/2/2002. On enquiry it was revealed that till the end of 31/3/2002 bank had in all invested 125,60Crores and including premium and interest, the total amount came to be Rs. 153,04 Crores. At the time of enquiry it was revealed that the Board of Directors were not informed about the purchase of physical surety and there was no original documents such as original physical surety, holding certificate, bonds, etc., therefore whether the Securities were purchased or not and whether non-applicants no. 3 to 7 had invested the amount or not cannot be ascertained and the entire transactions was of suspicious nature.

During the enquiry it was also revealed that the entire transaction was done between non-applicant no. 1 to 7 only non-applicant no. 3 i.e. M/s. Home Trade Company is registered with Security and Exchange Board of India and the other non-applicant i.e. 4 to 7 ate not registered with Security and Exchange Board of India. The abovesaid fact was incorporated in the report sent to Regional Sub-Registrar of Co-operative Societies Act and the same report is annexed with the FIR and marked as annexure-3.

On the page no. 2, 3 & 4 of Annexure 3 the details about transactions entered into bank with non-applicant no. 3 are mentioned on page no. 4, 5, & 6 the details about transactions entered between bank with non-applicants no. 4 to 7 are mentioned. On inspect of the documents it was revealed that only contract notes executed between non-applicant no. 3 was available and there was no contract note or holding certificate with reference to non-applicant no.4 to 7. The applicant has given the details about the transactions between non-applicant no. 1 & 2 on one hand and 3 to 7 on the other. Therefore annexure 3 should be part and parcel as part and parcel of the complainant, Annexure 3 is of 1 to 10 pages. Also the notesheetbetween transaction of Non-applicant no. 3 and bank is annexed with the complaint and marked as annexure - 4 and the entire description and contract note entered into with non-applicant no. 3 is annexed and marked as annexure 5.

Also the details about transaction ant note sheet entered into by 1 & 2 on one hand and non-applicant no. 4 ix at annexure 6 and the description regarding securities given by non-applicant no. 4 is at annexure 7. The notesheet regarding transaction between Bank and non-applicant no. 5 is at annexure - 8 and the descriptions submitted by non-applicant no. 5 is at annexure 9. The note sheet regarding transactions between bank and non-applicant no. 6 is at annexure - 10. The description submitted by non-applicant No. 6 is at annexure no. 11. The notesheet regarding, transaction entered into bank and between non-applicant no. 7 i.e., Giltage Management Services is annexure 12 and description submitted by non-applicant no. 7 is at annexure 1 which consists of 5 pages.

From the entire perusal of the descriptions oneCan make out that the transaction entered into by the bank is of suspicious nature, illegal, which has caused criminal breach of trust to the shareholder of the Bark.

2740

The inspection and enquiry revealed that the bank is trust of the shareholders however the money has been invested illegally and unlawfully through brokers.

Moreover the entire transaction has been done illegally and unlawfully by seting aside the law and the entire transaction is not beneficial to the shareholders and investors and has caused loss and damages to them. The transaction is of Rs. 125,60Crores and alongwith premium and interest it comes to 153,04 Crores which has been done during the span of 25/1/2002 and 5/2/2002. The act done and committed falls under, the purview of criminal jurisprudence therefore the same game may be investigate and necessary actions be taken.

Complainant

Nagpur, 29/4/2002.

BhauraoVishwanathAswar,
Special Auditor, Class I, Co-operative
Organisation, Nagpur.

275

To,

Police Station Officer,
Ganesh Path Police Station,

Applicant. - BhauraoVishwanathAswat,Age 50 years,
Special Auditor, Class I,Co-operative
Orgnisation, Nagpur.

Opponent / Non-Applicant. : 1) :Sunil ChatrapalKedar
Chairman
Nagpur District Central Co-op. Bank Ltd.

8): A.S. Chaudhary
Asst. Director
Nagpur District Central Co-op. Bank Ltd.

9) M/s. Home Trade Limited
Address of Vashi

10) Indramani Merchants Private Limited
Having office at Mumbai

11) Syndicate Management Service Pvt. Ltd.
Ahmedabad

12) Centuary Dealers, Calcutta

13) Giltage Management Services, Mumbai
And Others

True Translated Copy

ANNEXURE-P-16

Amravati
Form no.I-A
No 0085125

276

FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)

1. Dist:Amravi, Police Station:Shirikotwali, Year:2002

   FIR No. 75/02 Date:15/05/2002

2. (i) Act : I.P.C. Sections: 406, 409, 420,468,34

   (ii) Act: -------------- Section: -------------------------

   (iii) Act:-------------- Sections:-----------------------

   (iv) Other Acts & Section: --------------------------

3. (a) Occurrence of offence: Day: Wednesday Date:

   From : 15/5/02 *Date To: Prior to 15/5/02

   Time period: ----------------Time from:--------

   Time to from time to time

   (b) Information received at P.S. Date: 15/05/2002

   Time: -------- O'clock

   (c) General Diary Reference: Entry No. 26/2002

   Time: 14.30 O'clock

237

4. Type of Information : -----------------

Written / Oral : written

5. Place of Occurrence: (a) Direction and distance

from P.S.: --------------------------------

Beat No. : -------------

(b) Address of Occurrence: In the office of

The Amravati People's

Co-operative Bank Ltd, Amravati

Dalarai Market,

Amravati

(c) In case, out the limit of this Police Station :- :

Name of P.S.: -------------------------------------

Dist : ---------------------

6. Complainant/Informant Address:-

(a) Name: Shri Babarao

(b) Father's name: Shri Janrao Bihade

(c) Date of Birth & Age: 53 yrs

(d) National: Indian ,

278

(e) Passport No.: --

Date of issue: --

Place of issue: --

(f) Occupation: Service – Divisional Assistant Registrar, Co-operative Society (Accts Audit), Amravati Division, ,

(g) Address: residing at Khatri Banglow, Camp Road, Amravati

7. Details Name & Address of known /suspected/unknown accused with full particulars (Attach separate sheet, if necessary)

Accused 1) Shri Vasantrao pandurangji Savurkar, r/o Bhaji Bandar 2) Ishwardas Raosaheb, Home Hills Bldg 3) Dinakar Wamanrao Sane, Kulimi Nagar 4) Ragudad Sakharam r/o:Shil Nilkanthchandi 5)Ghanshyam Lahanuji Mudgal r/o:Nilkanth Chawk

6) Yograj Bhaskarlal Gupta r/o:Chunabhatti 7) Chandulal Champalal Killa r/o:Sharada Nagar 8) Sanjay Kishorabhai, r/o:Sauchi Saraf Nagar 9) Sadashiv Punnaji Masukare r/o:Vilas Nagar 10) Dnyaeshwar Mahadeorao Malode r/o:Wadalen Namale 11) Ajara Bhaskarao Gandhe r/o:Janardhan Bhavan 12) Ranga Marutao Kathe r/o:Ranarde Bagicha 13) Jayshree Yashwantrao patil , r/o:Behind Mall 14) Maya Divakar Ganu r/o:Narayannagar 15) Garak Karhade, r/o: Ganpura, Director 16) Susadar Narayan Joshi-Manager Director 17) Mihir Tryambakrao Muthikar-Manager 18) M.P.Bhagwat,r/oHighrise, Shivneri 19) Ketan Sheth, Chairman, Glitez Management Services having address at 103 Liberty Apartment,

Sarojini Road, Vile Parle(West),Mumbai.

Physical features, deformities and other details of the suspect: (Not arrested

Sex	Date/ Year of Birth	Build	Height In cms	Complexion	Identification Marks
1	2	3	4	5	6
-	-	-	-	-	-

Deformities/ peculiarities	Teeth	Hair	Eye	Habit(s)	Dress Habits
6	7	8	8	9	10
-	-	-	-	-	-

Languages/ Dialect	P L A C E O F				
	Burn Mark	Leuco Derma	Mole	Scar	Tattoo
13	14	15	16	17	18
-	-	-	-	-	-

These fields will be entered only if complainant/informant gives any one or more particulars about the suspect. This will be used only for the purpose of preli8minary retrieval to assist I.O.

A database created will subsequently link one suspect in several cases, If any

A comprehensive and complete data on all fields will again be prepared when any accused arrested irrespective of previous suspicion

8. Reason for delay in reporting by the Complainant/Informant:
   Immediately

9, Particulars of properties stolen and involved (Attach necessary separate sheet if necessary):-
   ----

   ----

10. Total value of properties stolen/involved:------------

11. Inquest Report/UD.Case No., if any------------------
----

12. F.I.R. Contents (Attach separate sheets, if required):- The brief of this case is that at the above mentioned date, time and place, the accused Nos.1 to 2o in conspiracy with each other in dealing of purchase-sale of bonds transactions by contravening the norms of Reserve Bank of India made bond investment through private broker company M/s Giltez Management Service, Mumbai for sum of Rs.4.04 crore (four crore and four lakh only) for purchase of Indian Govt. security bond and further invested the sum of Rs.5.66.50 crores (Rupees five corer sixty six lakh and fifty thousand only) with another broker M/s Century Dealer, Mumbai totaling Rs.9.70.50 (Rupees Nine corres seventy lakh and fifty thousand only)however security bonds are not available with the bank.

Hence above accused in conspiracy have misappropriated the public money hence they have committed offence of financial loss and cheating to the bank and complaint against above accused have been lodged for further investigation.

13. Action taken: Since the above report reveals commission of offence(s) u/sec. as mentioned at Item No.2, registered the case and took up the investigation / directed to --------------------------- Rank: -------------------- to take up the investigation / Refused investigation / transferred to --------------------- Police Station, Amravati on point of jurisdiction.

F.I.R. read over to the Complainant/Informant, admitted to be correctly recorded and a copy given to the Complainant/Informant free of cost.

14. Sd/-
Signature and Thumb Impression
Of the Complainant/ Informant.

28CP

Sd/-

Signature of Officer

Incharge, Police Station

Name: Punjabrao

Chinuji Bavanshake

Rank: HC, No: 67

No:-----------------

15. Date and time of dispatch to the Court:------------

==

Re : With regard to recording offence relating to financial embezziement/ misappropriation committed in People's Co-operative Bank Ltd. Amravati in investment of Government security bonds as per order dated 14.11.2001 from officer of Prant Police Station, Amravati...

Sir,

It is submitted that from report of preliminary inquiry, it is found that the investment made by People's Co-operative Bank Ltd. Amravati in government security bonds is not safe hence as per visit paid by officers of office of Divisional Assistant Registrar, Co-operative

Society (Accts Audit) Amravati and inspected the investment made in security bonds when the following securities not made available for inspection as detail below:-

Date of purchase of securities	Face Value	Purchase price	Name of broker	State/ Central
22/1/2002	4.00 cr.	4.40 cr.	Giltez Management Services Ltd Mumbai	Indian Govt
26/3/2002	5.50 cr.	5.66.5 cr.	Century Delight Pvt. Ltd, Mumbai	Indian Govt
	9.50 cr.	9.75 cr.		

The above invested securities are not available with bank hence this issue is very serious in nature and hence it appears that the concerned have committed breach of trust with the bank in this investment dealing. The details of this investment are as per following:-

1) Through Giltez Management Services Ltd Mumbai the bank purchased securities of 4.00 crores before

20.6.2000 as bank had already purchased the same. Bank also purchased 198.50 lakh govt. securities on 19/7/2000 and security of Rs.199.30 lakh totaling 397.87 lakh and its face value is Rs.4.00 cr. This much huge amo0unt securities (GOI 2020 Certificate Nos. GOI 1 to 8 each of Rs.50.00 lakh @ 70%) of Rs.47034333.32 lakh sold directly and from this amount GOI 2017 @ 8.07% of Rs.4.00 crore purchased directly for sum of Rs.4.04 crore. On 29/1/2002 GOI 2 No.20 ANC from 3 to 8 each of Rs.50.00 lakh of Rs.4.00 crore securities vide bank letter No. 20.02 dated 29/1/2002 transferred to Giltez Management Services, Navi Mumbai . The bank sold GOI 2020 @20.70% of Rs.4.00 crores securities and in lieu of that took GOI 2011 @ 8.07% rate of Rs.4.00 crores securities on 29/1/2002 2011 @ 8.07% rate of Rs.4.00 crore securities on 22/1/2002. But after 25/1/2002, as decided earlier, after completion of 35 days period, the bank has not received from Giltez Management Services the said GOI 2017 @ 9.07% Rs.4.00 crore securities till 6/5/2002 and not found at the time of inspection.

2) Through Century Delux Pvt. Ltd Mumbai –securities purchase of Rs.5.50 cr. The bank had already purchased govt. security bonds of GOI 2014 bearing certificate no. 59 to 69 @ 10% of Rs.2.00 crore GOI 2014 certificate no.55 and 56 @ 10.50% of Rs.2.00 crore and GOI2014 certificate no. 521, 522 Rs.1.50 crore. In this way, it appears that the govt. security of 5.50 cr worth sold directly through above broker for Rs.3,4032347.48 and GOI9010@7.50% the sum of Rs. 5.50 crore securities purchased on 22/3/2002 for sum of Rs.5.66.5 crores. In this transaction the Bank on 7.3.2002 vide bank lett4er no.2482/01/02 transferred 5.50 cr. rupees security to Giltz Manager

Service, Mumbai. But in lieu of that the bank has not received till date the govt. securities either from Glitz Management Services, or from Century Dealer Pvt. Pvt. . From this it appears that bank had invested in govt. securities of total amount of Rs.9.50 crore. In this investment the bank have actual in possession the said ijnvested securities. Even then when inspection of sale-purchase of securities transaction done, it is noticed that the bank had in the past made transaction of sale-purchase of govt. securities by contravening the directions of RBI which was given to the bank earlier and bank has done this transaction through unauthorized broker/firm resulting loss caused to the bank to tune of total Rs.9.60 lakh. When above both brokers have no recognization of CEBI how bank made transaction with them. When it is binding to make such transaction through AGL department and if if prior to making such deal through authorized brokers, it is necessary to invite quotation and hence not doing such deal and through authorized broker. that means not observing the directions of RBI and not observed the orders of RBI. As per RBI circular dated 9/6/2001, it is binding to deal sale and purchase of securities through AGS by opening account with them however the board of director has purchased sucirtites through borker for sum of Rs.50.000 lakh. This matter was kept before board of director and this informati8on has given by Bank Manager Director to Board of director and even discussion was held on this investment and approval was given to the action of this investment and such resolution has been passed on 31/1/2002 vide resolution no.14(4) and resolution no.12 passed in meeting dated 28/3/2002. However there is no reference of name of said broker and other information and correspondence of action in this resolution. Similarly for conducting purchase-sale deal of securities, the resolution made by board of director from time to time are contrary to byelaws of bank and to whole deal of this bank the board of director has given approval which is illegal in all respect. When total inspection of all deal of sale made, it is found that bank had already been made deal of purchase of govt. securities by contravening the guidance/direction of RBI has conducted deal through unauthorized broker and completed the deal and govt. securities of these deal are not with bank. Due to this deal, the bank has suffered financial loss to Rs.970.50 lakh and to to this deal the Bank Chairman Shri Vasantrao Sarpurkar is responsible. Prior to this Manager (loan) Department as also broker Giltez Management Services Ltd Mumbai and

291

Century Deal Ltd are responsible for this investment. The above mentioned chairman of bank, board of director, Manager Director without preserving the interest of bank has purchased purchase of securities by over ruling and has committed breach of trust in misappropriation of Rs.950.50 lakh. It is therefore requested to register criminal offence under provision of Indian Penal Code against the chairman Shri Vasantrao Savurkar, Bank board of director and Manaing Director Shri S.U.Joshi , Bank officer Shri S.T.Udikar. Manager (Loan Deptt) and concern brokerage firm Giltez Management Service and Century Deal Pvt. Ltd Mumbai for embezzlement of govt. security bonds. The written report of Babarao Janrao Bihade , office of Divisional Assistant Registrar, Co-op. Society (Accts Audit) Amaravati Division along with his statement recorded into

292

Marathi for recording the offence and further investigation.

Sd/-

Babarao Janrao Bihade

Complainant

Before,

Sd/-

Shirkotwali Police Station

Amravati

Seal of this police station.

True Translated Copy

ANNEXURE-P-17

Pune-Pimpari
Form no.I-A
No 0033684

293

FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)

1. Dist: Pune, Police Station :Pimpari, Year:2002

FIR No.102/2002 Date:08/05/2002

2. (i) Act : I.P.C. Sections: 465, 467, 468,471

(ii) Act: -------------- Section: 406,408,420, 34 of IPC

(iii) Act:-------------- Sections:-----------------------

(iv) Other Acts & Section:----------------------------

3. (a) Occurrence of offence: Day: ------------ Date:

From : July.2001 *Date To: 6/5/2002

Time period: ----------------Time from:--------

Time to from time to time

(b) Information received at P.S. Date: 8/05/2002

Time: 19.00 O'clock

(c) General Diary Reference: Entry No. 30/2002

Time: 19.00 O'clock

4. Type of information : Misappropriation

Written / Oral : written

5. Place of Occurrence: (a) Direction and distance

from P.S.: ------------ ------------------

294

Beat No. –Mohan Nagar Chawkie

(b) Address of Occurrence: In the office of

Sadguru Jangali Maharaj

Co-operative Bank Ltd

Chinchwad

Pune

(c) In case, out the limit of this Police Station :- :

Name of P.S.: --

Dist : ----------------------

6. Complainant/Informant Address:-

(a) Name: Shri Changdev Yashwant Pingle

(b) Father's name: Shri Yashwant Pingle

(c) Date of Birth & Age: 40 yrs

(d) National: Indian ,

(e) Passport No.: --

Date of issue: --

Place of issue: --

(f) Occupation: Service

(g) Address: residing at Gera River side Building

Bund Garden Chawk,

Koregaon Park, Pune-1

Plot No. 6A

295

7. Details Name & Address of known /suspected/unknown accused with full particulars (Attach separate sheet, if necessary)

Accused 1) Shri Bhagchand Agarwal 2) Shri Umesh Inamdar 3) Prakash Avale 4) Sunil Mandalikar 5)Ashok Kulkarni 6)Dyaneshwar Gundappa Devkule 7) Santosh Vithoba Gaikawad 8) Sunilkumar Mohanlal Lunavat 6) paniklal Bomumalghalpali 10) Janardan Ramchandra Vadavakar 11) Naresh Sohanlal Gupta 12) Nivrutti Narayan Patil 13) Sitaram Mahadev Sutar 14) Arvind Gopal Deshpande 15) Mrs.Shobha Shankar Kilekar 16) Mrs. Sakshi Sham Udas 17) Sri Jog 18) Shri Umakant Mungi 19) Ketan Sheth 20) Sanjay Agarwal 21) N.S. Trivedi –

Physical features, deformities and other details of the suspect: (Not arrested)

Sex	Date/ Year of Birth	Build	Height In cms	Comple Xion	Identifi cation Marks
1	2	3	4	5	6
-	-	-	-	-	-

		4			
Deformities/peculiarities	Teeth	Hair	Eye	Habit(s)	Dress Habits
6	7	8	8	9	10
-	-	-	-	-	-
Languages/ Dialect	P L A C E O F				
	Burn Mark	Leuco Derma	Mole	Scar	Tattoo
13	14	15	16	17	18
-	-	-	-	-	-

These fields will be entered only if complainant/informant gives any one or more particulars about the suspect. This will be used only for the purpose of preli8minary retrieval to assist I.O.

A database created will subsequently link one suspect in several cases, if any

A comprehensive and complete data on all fields will again be prepared when any accused arrested irrespective of previous suspicion

8. Reason for delay in reporting by the Complainant/Informant:

Immediately

9. Particulars of properties stolen and involved (Attach necessary separate sheet if necessary):-

----

----

10. Total value of properties stolen/involved:------------

11. Inquest Report/UD.Case No., if any-----------------

----

12. F.I.R. Contents (Attach separate sheets, if required):-

At the above mentioned Date, time and place, the accused Nos.1 to 21 in conspiracy with each other in dealing of purchase-sale of bonds by contravening the norms of Reserve Bank of India and not doing dealing through SGC Department made bond investment through above private company and in that respect made forged entry in bank register have committed misappropriation of Rs.42.82 crores and interest thereon Rs.5.71 totaling of Rs.48.53 crore amount and thus have committed offence of financial loss and cheating to the bank and complaint against above accused have been lodged.

13. Action taken: Since the above report reveals commission of offence(s) u/sec. as mentioned at Item No.2, registered the case and took up the investigation / directed to Shri S.Y.Mohite Rank: Sr. Police Inspector to take up the investigation / Refused investigation / transferred to Pimpari Police Station, Mumbai on point of jurisdiction.

F.I.R. read over to the Complainant/Informant, admitted to be correctly recorded and a copy given to the Complainant/Informant free of cost.

14. Sd/-

Signature and Thumb Impression
Of the Complainant/ Informant.

Sd/-
Signature of Officer
Incharge, Police Station
Name: M.K.Nigude
Rank: PSI, No:-----------
No:-----------------

15. Date and time of dispatch to the Court: 18/2/05

STATEMENT

Date: 8/5/2002

Shri Changdev Yashwant Pingle, aged 40 years, Occupation – Service, residing at residing at Gera River side Building, Bund Garden Chawk, Koregaon Park, Pune-1, Plot No. 6A.

I, on behalf of the government hereby give this complaint in writing that I am as described above residing at aforesaid address along with my family members and I work as Dist. Special Accounts Auditor in office of Dist. Special Account Auditor Class-1, Co-operative Society, at Porwal Building, Laxmi Road, Pune-

30. Through our said office, the accounts auditing of registered co-operative societies / banks etc are being examined /scrutinized as per Co-operative Act.

I say that I received an official order on 4/5/2002 from Co-operation Commissioner & Registrar, Co-operative Society, Maharashtra State Pune being order No. Outward No.U.Bank/Sadguru Jangali Maharaj Bank/Acctts Audit/2002 for making audit of Sadguru Jangli Maharaj Co-operative Bank Ltd, Pune on account of malpractice in government security bonds and directed me after audit submit the detail special report. As the said bank have its head office at Prestige Complex, 3rd floor, Anand Mulsi Marg, Chinchwad Pune-19 hence I and my colleague by named 1) Shri Karande B.B., 2) Mrs. Usha Salunke 3) Shri V.S.Bhoite 4) Shri S.T.Shinde and 5) Shri S.R.Sanap came to bank on 5/5/2002 and scrutinized the account upto 6/5/2002 and by prepared such audit report and submitted the same to Hon. Co-operation Commissioner, Maharashtra State Pune on 7/5/2002.

I say that while preparing the said audit report, it came to my notice that the said bank at end of

31/2/2002, the net period demand liability was Rs.2,66,00,63,002/-. As per circular no. UBD-7/R—Cir-19/16.26.00/2000-2002 dated 22/10/2001 of Reserve bank of India, it was necessary to invest 15% of total net period demand liability in government security bonds. However the said bank has shown that they have invested 32.30% amount in govt. security bond.

Similarly in the last three years till end of March, the bank has shown that they have invested in govt security bonds the following amount which is given hereunder as under:-

Sr. No.	Year	Invested Amt
1.	2000	24,66,85,000/-
2.	2001	59,83,00,000/-
3.	2002	86,12,10,000/-

Though it was as above, even then at end of 31/3/2000, in report and in statutory accounts audit report at end of 31/3/2001 in remarks of investment , it mentioned that investment have physically checked however thereafter that is after 31/3/2001, as mentioned below, it was noticed that the available security were sold to Home Trade Ltd. Vashi, Navi Mumbai which seen from entries made in investment register and its details is as per following:-

Sr. No.	Date	Details of security	Face Value
1.	7/7/2001	10.47% GOI 2015	15,00,00,000/-
2.	7/7/2001	10.47% GOI 2015	04,00,00,000/-
3.	7/7/2001	10.47% GOI 2015	11,00,00,000/-
4.	7/7/2001	10.50% GOI 2010	20,00,00,000/-
		TOTAL ...	50,00,00,000/-

Thus, as per above, after sale of securities and in ahead period, some of the transactions made at various dates , it is found that without giving custody of actual securities only book entries have been made. Similarly, in some of the transactions on 19/9/2001 towards purchase of security of GOI 2012 Rs. 5 crore at 9.40% , the bank has actually paid Rs.4 crore to Home Trade Ltd and according to this at end of 30/9/2001 it was expected to receive security of worth Rs.65 crores from Home Trader Ltd to the Bank and thereafter out of this the Home Trader Ltd company has returned securities to the bank as per following details:-

Sr. No.	Details	Date of purchase	Total invest ment	Actual receipt	Actual given	Actual Date of receipt of security
1	9.40%GOI2012	17.9.2001	5 00	-	5.00	-
2	10.18%GOI2026	20.9.2001	10.00	5.00	5.00	3.1.2002
3	10.18%GOI2026	20.9.2001	10.00	--	10.00	--
4	9.40%GOI2012	20.9.2001	20.00	-	20.00	--
5	9.39%GOI2011	20.9.2001	10.99	10.00	-	1.12.2001 and14.12. 2001 each of 5 cr.
6	9.30%GOI2011	20.9.2001	10.00	4.00	6.00	10.1.2002
	TOTAL ...		65.00	19.00	46.00	---

Out of this, the sum of Rs.5 crore in detail column no.2 and Rs.4 crores mentioned in column no.6 have actually transferred in SGL and such certification letter of Stock Holding Corporation is with bank. The securities of 10 crores mentioned in column no.5 have been submitted by bank on 19/4/2002 to Reserve Bank of India for transfer and such receipt is with bank office. Because of this, the bank actually have received 19 crores of securities however from the above mentioned details of record, it is actually are being seeing the securities of sum of Rs.46 crores. Thereafter towards security, the Home Trader Ltd the bank have received 9.98 crore on 9.2.2002, on 8/9/2002 the sum of Rs.2.96 crores, on 28/3/2002 the sum of Rs.1 crore totaling Rs.13.04 crores have been received by bank.

While looking to above all entries, it is observed that till end of 31/3/2002, the Home Trader Ltd not received securities of sum of Rs.36.29 crores and they have shown only book entry and its details is as per following:-

Sr No.	Name of shown securities	Date	Fave value shown	Premium shown	Shown interest	Total payment shown to Home Trade Ltd
1	8.07%GIO2017	25.2.2002	5 cr.	12500000	392291.67	54517291.67
2	10.25%GIO2015	25.2.2002	5 cr.	13,060,000	113888.89	64138888.89
3	9.85%GIO2015	25.2.2002	11cr	24200000	3732055.56	137932044.56
4	9.81%GIO2013	25.2.2002	5.10cr	10149000	1111800.00	62260800.00
5	8.07%GIO2017	28.3.2002	9cr	5490000	1472775.00	96962775.00
6	8.07%GIO2017	28.3.2002	1.15cr	724500	188187.92	12412687.92
	TOTAL ...		36.25 cr	17688500	8035999.04	428224499.04

It is noticed from the above chart that as per book entry of securities the face value shown Rs.36.25 crore + shown premium amt of Rs.5.57 crore + shown interest of Rs.80.36 lakh totaling Rs.42.82 crores has been financially loss made to the bank. Due to this, the said amount involved in malpractice and while considering interest upon it at 16% from July 2001 to April 2002, the said interest is coming to tune of Rs.5.71 crores and hence as per this it is very much clear that embezzlement /malpractice has been made in the bank and the bank has suffered total loss of Rs.48.53 crores.

When we personally were preparing audit report relating malpractice in govt. security bond of Sadguru Jangali Maharaj Bank, it is very clear that the bank has contravened the following rulings as under:-

1) When it was not expected to purchase securities more than 5% from one broker, the purchase made by bank is in excess and it was required to make investment of Rs.1,490,000/- however, the bank actually have made excess investment. Out of this, at the end of today, the security of sum of

Rs.36.25 crores has not been received by bank from Home Trader Ltd.

2) When Home Trader Ltd is not authorized broker for security transaction even then these transactions have been made through them.

3) All transactions made with Home Trader Ltd have been done excluding SGL Department.

4) No quotations are being invited from authorized broker while making said transactions as also no agreement have been made with Home Trader Ltd for conducting these transactions.

5) Continuously from July 2001 onwards, only book entries have been shown and have cheated to the bank in conspiracy with each other and thus have committed malpractice of this amount.

The discussions held on this issue in the meeting of board of directors of bank and accordingly following mentioned members from director board of bank, some officer and auditor mentioned in this complaint application visited the office of Home Trader Ltd at Vashi and name of these persons are as under:-

1) Shri Mamanchand Agarwal - Director
2) Shri Sunil Mandalikar – Director
3) Shri Janardan Vadavarkar – Director
4) Shri Nivrutti Patil – Director
5) Shri N.R.Votrikar – Ex. Director
6) Shri Umakant Muntri – Dy.Chief Officer
7) Shri Umesh Inamdar – Security Manager
8) Shri M.R.Mate – Auditor in complaint application

At the time of discussions between 1) Ketan Sheth 2) Sanjay Agarwal and 3) N.S.Trivedi with representative of Home Trader Ltd company relating how to make payment mentioned by bank in its note. The directors of Home Trader Ltd shown their inability to take custody of securities and in lieu of that they made calculation approximately of total securities (and premium) and interest thereon and told that they will issue posted cheque and by saying like this they gave fourteen post dated cheques to the bank but till end of 10/6 the bank has not submitted any cheque in the bank for recovery out of these received cheque. However, out of post dated cheque amount of Rs.55 crore given to bank by Home Trader Ltd, the bank have received the sum of Rs.13.94 crores out of total 55 crores of post dated cheque and till end of today, there see the sum of Rs.42 crores yet to receive by bank. The said amount of Rs.42.82 crore is nearly the amount shown in malpractice of security involved and hence it is proved that the bank had taken 55 crore cheques for the amount involved in malpractice only.

While considering all above issues it is noticed that actual embezzlement of Rs,42,42,24,499/- have been made and holding interest at 12% thereon the sum of of Rs.5.71 crores is coming making total Rs.48.53 crore financial loss in malpractice of the bank and to this malpractice following board of director/office bearers of board of director/officers are responsible, the details of which are as under:-

In conspiracy with Home Trader Ltd Vashi, the responsibility of embezzlement of sum of Rs.42.82 is coming to General Manager Shri Umesh Inamadar, Mamanchand Agarwal, Investment committee members, and directors as per following details:-

1) Shri Umesh Inamdar – General manager and Mamanchand Agarwal were entrusted all powers and right for dealing with govt securities transaction as per resolution passed in Investment Committee Meeting on 3/3/2000 as per Bye law no.36(ix) of the Bank. Thus as per power they got as per resolution, they conspired with Home Trader Ltd without doing transaction through SGL Department they made transaction of purchase-sale of govt. security through Home Trade Ltd which can be seen from entries in the book.

2) Towards forged security shown, the premium and interest thereon comes to Rs.5,76,88,590/- and Rs.80,35,999/- respectively and have shown deposited on account of Home Trader Ltd. Thus the malpractice and misappropriation of total sum of Rs.42.42 crores have been committed in these transactions.

The investment committee and members in board of directors without taking any objection by making surcharge in brokerage have committee negligence in their duties and have helped to this malpractice.

The meeting of Investment committee was held on 28/12/99 and as per resolution no.3 dated 12.12.2001 and resolution no. 2 dated 1.13-6-2001 and resolution no.2&3, it was resolved that the dealings/transactions should be made through SLG. However without doing so, it is made through Home Trader Ltd. The members in investment committee and members in board of directors had got idea about the said malpractice from time to time and it is seen from the record that the members of investment committee , all directors, and officers have been discussed on it jointly. However, it appears that they did not make any compliance against Home Trader Ltd to either Police or Co-operation Department or to Reserve Bank of India but they tried to hide the said malpractice from them. Similarly in meeting of board of director dated 22/1/2002, in resolution no.8, it is mentioned about name in delivery, regret and indemnity. However prior to this that is on 29/1/2002 at around 0.30 O'clock the director of Home Trader Ltd Ketan Sheth had come to bank and that time total 3 directo , 4 bank officers, Akshay Mate the Internal Auditor etc total 9 person were present. And hence it is observed that Mr.Inamdar and Mamachand Agrawal were aware about malpractice and in conspiracy with Home Trader Ltd and they had discussed this matter in the office.

Shri Umesh Inamadar tendered his resignation on 29/9/2001 from all affairs of bank when malpractice /misappropriation amount of Rs.42.82 was involved into it. Thereafter Shri Jog resumed the post of General Manager of bank on 3/12/2001. He has made false entries of renewal of security transactions through book entries only of face value on 25/2/2002 and 26/3/2002 and to this Shri Jog, General Manager and Prakash Avati are responsible. However the power for this purpose were entrusted to Shri Abhinav Jivan vide resolution no.10 held in meeting of board of directors on 1/2/2002.

The name of members of investment committee and board of directors who helped to Shri Umesh Inamdar and Shri Mamanchand Agarwal for committing misappropriation of securities are as under:-

1) Prakash Afale-chairman(Investment Committee member)
2) Sunil Madakikar – Director (Inv.Committee member)
3) Ashok Kulkarni - -"-
4) Dyaneshwar Dhundavan Devkunle-Vice Chairman-

Member of Board of Director

5) Santosh Vithoba Gaikwad- P.R. Director

6) Lalitkumar Mohanlal Lunavat – Director

7) Maniklal Bodhumal Malpani – Director

8) Janardhan Ramchandra Varadkar – Director

9) Naresh Joharilal Suman - Director

10) Nivrutti Narayan Patil – Director

11) Sitaram Mahadev Sugandh – Director

12) Arvind Gopal Deshpande- Director

13) Mrs. Shobha Shankar Killedar-Director

14) Mrs. Jayashree Sham Udas – Director

It is very much clear that only book entries have been made since the month of July 2001 hence along with other all members, whole responsibility of this malpractice automatically come on members of board of directors. Similarly the present General manager Shri Jog is also responsible along with members of board of directors as he has made false entries of security transactions. Similarly the challans of said transactions have been released by Shri Umakant Muntri hence it is clear that he had also helped to this embezzlement.

It is therefore submitted that during the period from July 2001 to 6/5/2002 the investment committee members of Sadguru Jangli Maharaj Co-operative Bank having office at Prestige Complex, Third floor, Anand Guruji Marg, Chinchwad, Pune-19 viz. 1) Shri Mamanchand Agarwal 2) Shri Umesh Inamadar Mali, General Manager 3) Prakash Aphale, Inv.Committee Member & chairman 4) Sunil Madalikar, Inv.Committee Member & director 5) Ashok Kulkarni, Inv. Committee Member & Director 6) Dyaneshwar Dhundappa Devkule, Vice Chairman & Director 7) Santosh Vithoba Gaikwad, PRO Director 8) Lalitkumar Mohanlal Lunavat, 9) Maniklal Bodhumal Malyali 10) Janardhan Ramchandra Vadharkar 11) Mahesh Haherilal Gupta 12) Nivruti Narayan Patil 13) Sitaram Mahadev Subandh 14) Arvind Gopal Deshpande 15) Mrs. Shobha Shankar Killedar 16) Mrs. Jayashree Sham Udas 17) present General Manager Shri Jog 18) Bank officer Shri Umakant Muntri conspired with 1) Ketan Sheth 2) Sanjay Agarwal and 3) N.S.Trivedi of Home Trader Co. Ltd and by contravening the rules of Reserve Bank of India have committee malpractice in transaction of sale-purchase of Govt Security bonds without making these transaction through SGL Department and made forged entries in

3148

bank register have committed malpractice for total tune of Rs.42.82 crores and interest of Rs.5.71 crores caused financial loss totaling amount of Rs.48.53 crores and have committed cheating to the bank. Hence I have legal complaint against these person on behalf of the government.

Hence given this statement in writing

Sd/-

Complainant

Before,

Sd/-

Sr. Police Inspector

Pimpari Police Station

Pune.

True Translated Copy

FIR of CR·No. 65/02 dt. 15·5·02 **ANNEXURE-P-18**

315

1) District :	Pune
Police Station :	Vishram Bang
CR No. :	65/2002
Date :	15/5/2002
2) i) Act :	IPC
Section :	406, 409, 420 r/w 34 of IPC
3) a) Occurance of offence :	Date to 30/3/2002
b) Information received at Police Station	Date 15/5/2002 Time 16.15
4) Type of Information :	Scam of Security and cheating Written
5) Place of Occurance	
a) Direction and Distance from P.S.	Towards South 1.2 km.
Beat No.	Madai
b) Address	SovanyugSahkari Bank Ltd. Marne Heights, 1102/10/11, BudhwarPeth, Pune.
c) In case the outside limit of this police station then the name of P.S.	N.A.
6) Complainant	

316

(a) Name	DadabhauNiloba Kale
(b) Father's / Husband's Name	Niloba Kale
(c) Date / Year of Birth	33
(d) Nationality	Indian
(e) Passport No.	Date of Issue Place of Issue
(f) Occupation	Service Special Auditor, Class II, Co-operative Organisation
(g) Address	Flat No.4, Kalpashree Apartment, Bombay Sappers Colony, Vadgaon, Sheri, Pune – 16.
7) Dtails of known / suspected / unknown accused with full particulars -	- Accused – Director Board of SuvanyugSahakari Bank Limited, Marne Heights, 1102/10/11, BudhwarPeth, Chairman UlhasNathobaKalokhe and 18 others, Managing Director Suresh Shivajirao Kale and Director of Home Trade Limited such as Sanjay Agarwal and 3 others totally 22.
8) Reasons for delay in reporting by the Complainant / Informant	- Without delay
9) Particulars of	- Scam of amount of Rs. 5.65 Lakh

Properties stolen / involved (Attach Separate sheet if necessary)	of Members and depositors of Bank and cheating with Members and Depositors of Bank.
10) Total value of properties stolen / involved	5.65 Lakh
11) Inquest Report / U.D. Case No., if any.	N.A.
12) F.I.R. contents (Attach separate sheets, if required)	The Complainant's Complaint in this regard is that on above referred date and time, abovementioned Accused and Director of Home Trade, Director 1 to 3 by doing collusion has made misappropriation of the money of shareholders and depositors of bank to the tune of Rs. 5.64 Crores therefore this complaint is lodged as above.
13) Action taken:	Since the above report reveals commission of offence(s) u/s as mentioned at Item No.2, registered the case and took up the investigation / directed Mr. S.M. GaikwadSaheb Rank Senior Police Inspector to take up the investigation / refused investigation

	/ transferred to P.S. VishramBaug Police Station on point of jurisdiction.

F.I.R. read over to the complainant / information, admitted to be correctly recorded and a copy given to the complainant / informant free of cost.

14) Signature / Thumb impression of the Complainant	Signature of the Office-in-charge Police Station Name – A.R. Shikhare Rank – Assistant Police Inspector

True Translated Copy

ANNEXURE-P-19

319

EOW
Form no.I-A
No 602913

FIR after R. No. 81/02 (renumbered as 3/02) dt. 16.5.02

FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)

1. Dist:Mumbai, Police Station:L.T.Marg, Year:2002

2. (i) Act : I.P.C. Sections: 409,420,120(b),114

   (ii) Act: -------------- Section:-----------------------

   (iii) Act:-------------- Sections:-----------------------

   (iv) Other Acts & Section:----------------------------

3. (a) Occurrence of offence: Day: ------------ Date:

   From : 23/8/2000 *Date To: 4/3/2002

   Time period: -----------------Time from:--------

   Time to ----------------

   (b) Information received at P.S. Date: 16/05/2002

   Time: 13.45 O'clock

   (c) General Diary Reference: Entry No. 36/2002

   Time: 13.45 O'clock

4. Type of information : Written –personally

   Written / Oral : written

5. Place of Occurrence: (a) Direction and distance

from P.S.: 2 KM towards North from police station Beat No. 3

(b) Address of Occurrence: In the office of
Raghuwanshi Co-op. Bank Ltd.
276/286, Kalbadevi Road,
Mumbai -2

(c) In case, out the limit of this Police Station :- :
Name of P.S.: ------------------- Police Station
Dist :-------------------------------

6. Complainant/Informant Address:-

(a) Name: Shri Vilas Kulkarni

(b) Father's name: Rajaram Kulkarni

(c) Date of Birth & Age: 57 years

(d) National: Indian ,

(e) Passport No.: --
Date of issue: --
Place of issue: --

(f) Occupation: Service

(g) Address: residing at Pratibha Co-op.Hsg.Socy
A Wing, 2nd floor, Block No.301
Dr. Ambedkar Chawk,
Karjat, Dist - Raigad
Phone (Office): 757 1307

321

7. Details Name & Address of known /suspected/unknown accused with full particulars (Attach separate sheet, if necessary)

Physical features, deformities and other details of the suspect:

1) All Directors and General Manager of Raghuwanshi Co-op.,Bank Ltd. Mumbai
2) Home Trade Ltd., Vashi, Navi Mumbai

8. Physical features, deformities and other details of the suspect:-

Sex	Date/ Year of Birth	Build	Height In cms	Complexion	Identification Marks
1	2	3	4	5	6
-	-	-	-	-	-

Deformities/ peculiarities	Teeth	Hair	Eye	Habit(s)	Dress Habits
6	7	8	8	9	10
-	-	-	-	-	-

Languages/ Dialect	PLACE OF				
	Burn Mark	Leuco Derma	Mole	Scar	Tattoo
13	14	15	16	17	18
-	-	-	-	-	-

These fields will be entered only if complainant/informant gives any one or more particulars about the suspect. This will be used only for the purpose of preli8minary retrieval to assist I.O.

A database created will subsequently link one suspect in several cases, if any

A comprehensive and complete data on all fields will again be prepared when any accused arrested irrespective of previous suspicion

8. Reason for delay in reporting by the Complainant/Informant:

   Offence recorded after receipt of documents from Sr.P.I., General Branch,, CID, DCB, Mumbai.

323

9. Particulars of properties stolen and involved (Attach necessary separate sheet if necessary):-

Net Cash Amount of

Rs.5,40,49,208=33ps

---

10. Total value of properties stolen/involved:------------

Net Cash Amount of

Rs.5,40,49,208=33ps

11. Inquest Report/UD.Case No., if any-----------------

---

12. F.I.R. Contents (Attach separate sheets, if required):- At the above mentioned Date, time and place, the accused herein in conspiracy with each other by accepting the sum of Rs.5,40,49,208.33 from members and depositors of bank in deal of purchasing of Government Security Bonds have misappropriated by committing breach of trust hence offence is recorded under provision of

section 409, 420, 120(b), and 144 of IPC against the accused.

13. Action taken: Since the above report reveals commission of offence(s) u/sec. as mentioned at Item No.2, registered the case and took up the investigation / directed to Shri B.D.Adhav Rank: P.S. I. to take up the investigation / Refused investigation / transferred to ---------------- -- Police Station, Mumbai on point of jurisdiction.

F.I.R. read over to the Complainant/Informant, admitted to be correctly recorded and a copy given to the Complainant/Informant free of cost.

14. Sd/- V.R.Kulkarni
Signature and Thumb Impression
Of the Complainant/ Informant.

Sd/-
Signature of Officer
Incharge, Police Station
Name: B.D.Adhav
Rank: Police Sub Inspector
No:-----------------

15. Date and time of dispatch to the Court:-------------

329

As the complaint of Complainant Shri Vilas Rajaram Kulkarni, aged 57 years received by Sr. Police Inspector, General Branch, CID, DCB, Mumbai hence by treating it as the first information, this offence is recorded accordingly against above mentioned accused.

Before,
Sd/-
Police Sub Inspector
L.T.Marg Police Station
Mumbai

Sd/-	sd/-	Sd/-
ACP	Sr. P.I.	P.I. (crime)
17th May, 2002	17th May,2002	17th May0 2002

===

Form: 2-D
Form:4-D

326

DETAILS OF IDENTIFIABLE, NUMBERED OR UNNUMBERED GENERAL PROPERTIES INCLUDING FIREARMS SEIZED / RECOVERED / STOLEN /INVOLVED

Dist: Mumbai P.S: L.T. Marg Year: 2002 FIR No.81 Date:16/5/2002

Sr. No.	Type of property	Estimated Value (in Rs.)	Quantity	Make	Model	Number	Special Marks of Identification	Country Of Origin	#STO/ REC/ SEI/INV	Belonging To Victim/ Accused or abandoned	Insurance Certificate No.	Name of company
1	2	3	4	5	6	7	8	9	10	11	12	13
1)	Net Cash amt. of Rs.	Rs.5,40,49,208.33	-	Indian	-	-	-	India	Cheating	-	-	-

#STO-Stolen, REC-Recovered, SEL-Seized, INV-involved

Sd/-
Signature of Investigation Officer

Sd/-
ACP
17th May, 2002

sd/-
Sr. P.I.
17th May,2002

Sd/-
P.I. (crime)
17th May0 2002

===

True Translated Copy

ANNEXURE P-20

327

EOW
Form no.I-A
No 335647

FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)

1. Dist:Mumbai, Police Station:Santacruz, Year:2004
   FIR ^atcR. No.298/04 Date:05/08/04

2. (i) Act : I.P.C. Sections: 409, 34
   (ii) Act: -------------- Section:----------------------
   (iii) Act:-------------- Sections:----------------------
   (iv) Other Acts & Section:--------------------------

3. (a) Occurrence of offence: Day: ------------ Date:
   From :8/2/2002 *Date To: 22/3/2002
   Time period: ----------------Time from:--------
   Time to ----------
   (b) Information received at P.S. Date: 05/08/2004
   Time: 17.30 O'clock
   (c) General Diary Reference: Entry No. ------------
   Time: 17.40 O'clock

4. Type of information : Written / Oral : written

5. Place of Occurrence: (a) Direction and distance

328

from P.S.: 1 ½ KM towards North from police station Beat No. 3

(b) Address of Occurrence: In the office of

M/s Giltez Management Services Ltd.

103 : Liberty Apartment

Sarojini Road, Vile Parle(West)

Mumbai -56

(c) In case, out the limit of this Police Station :-

Name of P.S.: ---------------------------------

Dist : ----------------------

6. Complainant/Informant Address:-

(a) Name: Shri Shahrukh Barjor Vevaina

(b) Father's name: Barjor Vevaina

(c) Date of Birth & Age: 52 years

(d) National: Indian ,

(e) Passport No.: --

Date of issue: --

Place of issue: --

(f) Occupation: Service

(g) Address: residing at 513-D, Royal Tower,

I.C.Colony, Borivali (W)

Mumbai-103

Tel: 28934875

7. Details Name & Address of known /suspected/unknown accused with full particulars (Attach separate sheet, if necessary)
Physical features, deformities and other details of the suspect:

Ketan K. Sheth, Director of
Glitez Management Services
and others...

8. Physical features, deformities and other details of the suspect:-

Sex	Date/ Year of Birth	Build	Height In cms	Complexion	Identification Marks
1	2	3	4	5	6
-	-	-	-	-	-

Deformities/ peculiarities	Teeth	Hair	Eye	Habit(s)	Dress Habits
6	7	8	8	9	10
-	-	-	-	..	-

Languages/ Dialect	PLACE OF				
	Burn Mark	Leuco Derma	Mole	Scar	Tattoo
13	14	15	16	17	18
-	-	-	-	-	-

These fields will be entered only if complainant/informant gives any one or more particulars about the suspect. This will be used only for the purpose of preli8minary retrieval to assist I.O.

A database created will subsequently link one suspect in several cases, if any

A comprehensive and complete data on all fields will again be prepared when any accused arrested irrespective of previous suspicion

8. Reason for delay in reporting by the Complainant/Informant:

   Offence recorded after preliminary

   Inquiry of letter received from Advocate for complainant

9. Particulars of properties stolen and involved (Attach necessary separate sheet if necessary):-
Misappropriation of net cash amounting to Rs. 76,89,955-89ps

---

10. Total value of properties stolen/involved:------------
As mentioned above

11. Inquest Report/UD.Case No., if any-----------------
----

12. F.I.R. Contents (Attach separate sheets, if required):- At the above mentioned Date, time and place, the accused herein in conspiracy with each other by accepting the sum of Rs.86,58,955.89 from Complainant's Trust Fund for purchasing of Government Security Bonds however the accused did not give the government security bonds and thus have committed unjustifiably the offence of breach of trust hence offence is recorded under

provision of section 409 and 34 of IPC against the accused.

13. Action taken: Since the above report reveals commission of offence(s) u/sec. as mentioned at Item No.2, registered the case and took up the investigation / directed to Shri Anant Gaikawad Rank: Police Sub Inspector to take up the investigation / Refused investigation / transferred to Economic Offence Wing, Police Station, Mumbai on point of jurisdiction.

F.I.R. read over to the Complainant/Informant, admitted to be correctly recorded and a copy given to the Complainant/Informant free of cost.

14. Sd/-
Signature and Thumb Impression
Of the Complainant/ Informant.

Sd/-
Signature of Officer
Incharge, Police Station
Name: Anant Gaikawad
Rank: Police Sub Inspector
No:-----------------

333

15. Date and time of dispatch to the Court: 6/08/04

The statement of Shri Shahrukh Barjor Vevaina aged 52 years, Occupation – Service, residing at 615 D Royal Tower, I.C.I.C. Colony, Borivali (West), Mumbai-400103 recorded by Police Inspector, deputation at Economic Offence Wing, CID by treating it as the first information report and hence the offence is recorded accordingly.

Before,
Sd/- K. Gaikawad
Police Sub Inspector
Santacruz Police Station
Mumbai

Sd/-
TRUE COPY
EOW

CHARGE

ECONOMIC OFFENCES WING,
CRIME BRANCH, C.I.D., MUMBAI
C.R. NO. 50/04, U/SEC. 409,465,468, 471, 120 (B)IPC
(SANTACRUZ POLICE STATION, C.R. NO. 298/04)

FIRSTLY:-

That the arrested accused along with wanted accused Sanjay Agarwal and Nandkishore Trivedi during the - period from 30/10/2001 to 22 March 2002 at Office of the Giltedge Management Services Ltd., 103 Liberty Apartment, Sarojini Road, Villeparle (West), Mumbai-400 056, in pursuance with the property to wit. Amount of indianRs 96,03,,684/. In the capacity of being broker of committed criminal breach of trust in respect to said property and there by committed an offence punishable under Section 409 r/w 120 of IPC.

SECONDLY:-

That the aforesaid accused persons on the aforesaid date, time and place in pursuance to agreement and/or under criminal Conspiracy forged certain document to wit Bills of contract of Government securities to commit fraud of the trusts of the complaint and witness and thereby committed the offence punishable under section 465, r/w 120(B) of IPC.

THIRDLY:

That the aforesaid accused persons on the aforesaid date, time and place in pursuance to their agreement and/or under criminal conspiracy with intend that the said forged bills of contract used for the purpose of obtaining money from the aforesaid trusts of the complainant and witness and there by committed an offence punishable under Section 468, r/w 120 (B) of IPC.

FOURTHLY:-

That the aforesaid accused persons on the aforesaid date, time and place in pursuance to their agreement and/or under criminal conspiracy used such forged Bills of contract which they knew to be forged, by Presenting it at the aforesaid trusts of the complainant and witness and there by committed an offence punishable under section 471 r/w 120 (B) of IPC.

Sd/-
Senior Inspector of Police
Economic Offences Wing,
Crime Branch, CID, Mumbai.

True Translated Copy

ANNEXURE-P-21

336 EOW
Form no.I-A
No 394000

FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)

1. Dist:Mumbai, Police Station:Santacruz, Year:2005
FIR No.83 Date:17/02/05

2. (i) Act : I.P.C. Sections: 409, 34
(ii) Act: -------------- Section:----------------------
(iii) Act:-------------- Sections:----------------------
(iv) Other Acts & Section:----------------------------

3. (a) Occurrence of offence: Day: ------------ Date:
From :Nov.2001 *Date To: -----------------
Time period: ----------------Time from:--------
Time to 03/04/2002
(b) Information received at P.S. Date: 17/02/2005
Time: 15.00 O'clock
(c) General Diary Reference: Entry No. 31/2005
Time: 15.00 O'clock

4. Type of information : Written / Oral : written

5. Place of Occurrence: (a) Direction and distance from P.S.: 1 ½ KM from police station
Beat No. 3

(b) Address of Occurrence: In the office of

M/s Glitez Management Services Ltd.

103 : Liberty Apartment

Sarojini Road, Vile Parle(West)

Mumbai -56

(c) In case, out the limit of this Police Station :- :

Name of P.S.: Santacruz Police Station

Dist :Mumbai

6. Complainant/Informant Address:-

(a) Name: Shri Sudhir Bipinchandra Shah, H.54yrs

(b) Father's name: Bipinchandra Shah

(c) Date of Birth & Age: 10/2/1950

(d) National: Indian ,

(e) Passport No.: --

Date of issue: --

Place of issue: --

(f) Occupation: Service

(g) Address: residing at B/307, Shrinath Apts.,

S.V.P.Road, Borivali(West),

Mumbai-92.

7. Details Name & Address of known /suspected/unknown accused with full particulars (Attach separate sheet, if necessary)

Physical features, deformities and other details of the suspect:

Ketan K. Sheth, Director of
Giltez Management Services
and others...

8. Physical features, deformities and other details of the suspect:-

Sex	Date/ Year of Birth	Build	Height In cms	Complexion	Identification Marks
1	2	3	4	5	6
-	-	-	-	-	-

Deformities/ peculiarities	Teeth	Hair	Eye	Habit(s)	Dress Habits
6	7	8	8	9	10
-	-	-	-	-	-

Languages/ Dialect	P L A C E O F				
	Burn Mark	Leuco Derma	Mole	Scar	Tattoo
13	14	15	16	17	18
-	-	-	-	-	-

These fields will be entered only if complainant/informant gives any one or more particulars about the suspect. This will be used only for the purpose of preli8minary retrieval to assist I.O.

A database created will subsequently link one suspect in several cases, if any

A comprehensive and complete data on all fields will again be prepared when any accused arrested irrespective of previous suspicion

8. Reason for delay in reporting by the Complainant/Informant:

Offence recorded after preliminary Inquiry.

9. Particulars of properties stolen and involved (Attach necessary separate sheet if necessary):-

Government Security Bonds

---

10. Total value of properties stolen/involved:------------

Rs.35,77,316/-

11. Inquest Report/UD.Case No., if any------------------

---

12. F.I.R. Contents (Attach separate sheets, if required):- At the above mentioned Date, time and place, the accused herein in conspiracy with each other by accepting the sum of Rs.35,77,316/- from Complainant's Mafatlal Company's Employees Trust Fund for purchasing of Government Security Bonds however the accused did not give the government security bonds and thus have committed unjustifiably the offence of breach of trust hence offence is recorded under provision of section 409

3401

and 34 of IPC against the accused.

13. Action taken: Since the above report reveals commission of offence(s) u/sec. as mentioned at Item No.2, registered the case and took up the investigation / directed to Shri Vilas Suryawanshi Rank: A.P.I. to take up the investigation / Refused investigation / transferred to ---------------- Police Station, Mumbai on point of jurisdiction.

F.I.R. read over to the Complainant/Informant, admitted to be correctly recorded and a copy given to the Complainant/Informant free of cost.

14. Sd/-
Signature and Thumb Impression
Of the Complainant/ Informant.

Sd/-
Signature of Officer
Incharge, Police Station
Name: Vilas Suryawanshi
Rank: Asstt. Police Inspector
No:----------------

15. Date and time of dispatch to the Court: 18/2/05

The statement of Shri Sudhir Bipinchandra Shah, Hindu aged 54 years recorded by Police Inspector Shri P.B.Loke, Economic Offence Wing by treating it as the first information report and hence the offence is recorded accordingly.

Before,
Sd/-
Assistant Police Inspector
Santacruz Police Station
Mumbai

Sd/-

18th Feb. 2005 18th Feb. 2005

===

"CHARGE"

ECONOMIC OFFENCES WING,
CRIME BRANCH, C.1.D., MUMBAI
C.R.NO.13/05, U/SEC. 409, 420, 34 IPC
(SANTACRUZ POLICE STATION; C.R.NO.83/05)

NAME OF THE ACCUSED:- 1) KetanKantilalSheth.
2) Sanjay Hariram Agarwal.
3) NandkishoreShankarlal Trivedi.
4) SubodhchandDayalchand Bhandari,

FIRSTLY:

That the above mentioned arrested accused No. 1 to 4 during the period from November 2001 to 03 April, 2002 at Office of the Giltedge Management Services Ltd., 103, Liberty Apartment, Sarojani Road, Vileparle (West), Mumbai-400 056 and Home Trade Ltd., InfoTech Park, above Vashi Railway Station, Vashi, NaviMumbai in furtherance of their common intention being entrusted with the property to wit amount of Rs. 92,95,096/- in the capacity of broker committed criminal breach of trust in

3464

respect of said property one thereby committed an offence punishableunder section 409 r/w. 34 of IPC.

Lastly:-

That the aforesaid accused persons on the aforesaid date, time and place in furtherance to their common intention induced complainant& Witnesses to part with property to wit amount of Rs. 92,95,096/- under pretext of giving Government Securities & there by cheated the complainant & witnesses and thereby committed an offence punishable under section 420 r/w 34 of IPC.

Sd/-
Inspector of Police
Economic Offences Wing,
Unit-I, Crime Branch,
C.I.D., Mumbai.

True Translated Copy

345

IN THE SUPREME COURT OF INDIA

CRIMINAL ORIGINAL JURISDICTION

CRI. M. P. NO. OF 2021

IN

TRANSFER PETITION (CRL.) NO. OF 2021

IN THE MATTER OF:

Ketan Kantilal Sheth ....**PETITIONERS**

VERSUS

State of Gujarat & Etc. Etc. ....**RESPONDENTS**

APPLICATION FOR STAY

To,

The Hon'ble the Chief Justice of India and his Companion Justices of the Hon'ble Supreme Court of India.

The humble application of the Petitioners abovenamed:

MOST RESPECTFULLY PRAYED:

1. The petitioner is filing the present Transfer Petition under Section 406 of CRPC, 1973 seeking transfer of 1) Criminal Case No.101878/2003 arising out FIR No. C.R. No. I-64/2002 Dated 30.07.2002 registered at Police Station Udhana, Surat, Criminal Case No.9166/2002 arising out FIR No. ICR No. 274/2002 dated 02.07.2002 at Police Station Umra, Surat and Criminal Case No. 174/2003 arising

out of FIR No. CR No. I-226/2002 dated 30.08.2002 registered at Police Station Rander, Surat pending before Additional Chief Judicial Magistrate Surat, Criminal Case No.100521/2003 arising out of FIR No.I- 274/2002 dated 06.08.2002 registered at Police Station Varaccha, Surat pending before Additional Chief Judicial Magistrate/ Judicial Magistrate First Class, Surat, Criminal Case No.2778/2004 arising out of FIR/Mcase No. 3 of 2002 dated 16.07.2002 registered at Police Station Gandevi, Navsari pending before Additional Chief Judicial Magistrate, Gandevi, Criminal Case No. 6840/2002 arising out of FIR No. I-93 of 2002 dated 18.08.2002 registered at Police Station, Navsai Town, Navsari pending before Chief Judicial Magistrate, Navsari, Criminal case No. 2121/2002 arising out of FIR No. I-119/2002 dated 10.06.2002 filed at Police station Valsad City, Valsad pending before Chief Judicial Magistrate, Valsad, Criminal Case No.1578/2006 arising out of FIR/M. Case no. 29/2002 dated 13.06.2002 registered at Police Station, Vidya Nagar, Anand pending before Additional Chief Judicial Magistrate, Anand, Criminal Case No.244/2002 arising out of FIR/M.case No. 22 of 2002 (C.R. No. I-226 of 2002) dated 7.6.2002 registered at Police Station Morbi pending before 2nd ACJM, Morbi **all in Gujarat** and 2) Criminal Case No.40449/2016 arising out of FIR No.

280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New Delhi pending before Additional Chief Metropolitan Magistrate, Patiala House Court, New Delhi, Criminal Case No. 2034203/2016 arising out of FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi pending before Chief Metropolitan Magistrate, Saket Court, New Delhi both at **New Delhi** and 3) Criminal Case No. Nil/2002 arising out of FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North parganas, West Bengal pending before Barrackpore Court, Kolkata, **West Bengal** and 4) Criminal case No. 147/2002 arising out FIR at C.R. No. 97 of 2002 dated 25.04.2002 and C.R. No. 101 of 2002dated 29.04.2002 both registered at Ganeeshpeth Police Station pending before 155-2nd Additional Judicial Magistrate First Class, Nagpur, Criminal Case No.847/2002 arising out of FIR at C.R. No. 75 of 2002 dated 15.05.2002 registered at City Kotwali Police Station, Amravati pending before Chief Judicial Magistrate, Amravati, Criminal case No.498/2002 arising out of FIR at C.R. No. 102 of 2002 dated 08.05.2002 registered at Pimpiri Police Station, Pune pending before Judicial Magistrate, First Class, Pimpri, Pune, Criminal Case No. 357/2002 arising out of FIR at C.R. No. 65 of 2002 dated 15.05.2002

348

registered at Police Station Vishrambaug, Pune pending before 3rd Judicial Magistrate First Class, Shivaji Nagar, Pune, to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai where 3 cases involving same allegations are pending.

2. That for the purpose of referring to the contents of Stay Application, the petitioner craves leave to this Hon'ble Court to refer to the main petition for facts and circumstances of the case.

3. That the Petitioner reasonably believes that by the time the issue involved in the present petition gets decided, the matters in which the petitioners are seeking transfer would be decided and as stated in the transfer petition the same will not meet the ends of justice and fair play. In such event, the outcome of the present transfer petition would get infructous.

4. That if the petitioner is filing the present Transfer Petition under Section 406 of CRPC, 1973 seeking transfer of 1) Criminal Case No.101878/2003 arising out FIR No. C.R. No. I-64/2002 Dated 30.07.2002 registered at Police Station Udhana, Surat, Criminal Case No.9166/2002 arising out FIR No. ICR No. 274/2002 dated 02.07.2002

at Police Station Umra, Surat and Criminal Case No. 174/2003 arising out of FIR No. CR No. I-226/2002 dated 30.08.2002 registered at Police Station Rander, Surat pending before Additional Chief Judicial Magistrate Surat, Criminal Case No.100521/2003 arising out of FIR No.I- 274/2002 dated 06.08.2002 registered at Police Station Varaccha, Surat pending before Additional Chief Judicial Magistrate/ Judicial Magistrate First Class, Surat, Criminal Case No.2778/2004 arising out of FIR/Mcase No. 3 of 2002 dated 16.07.2002 registered at Police Station Gandevi, Navsari pending before Additional Chief Judicial Magistrate, Gandevi, Criminal Case No. 6840/2002 arising out of FIR No. I-93 of 2002 dated 18.08.2002 registered at Police Station, Navsai Town, Navsari pending before Chief Judicial Magistrate, Navsari, Criminal case No. 2121/2002 arising out of FIR No. I-119/2002 dated 10.06.2002 filed at Police station Valsad City, Valsad pending before Chief Judicial Magistrate, Valsad, Criminal Case No.1578/2006 arising out of FIR/M. Case no. 29/2002 dated 13.06.2002 registered at Police Station, Vidya Nagar, Anand pending before Additional Chief Judicial Magistrate, Anand, Criminal Case No.244/2002 arising out of FIR/M.case No. 22 of 2002 (C.R. No. I-226 of 2002) dated 7.6.2002 registered at Police Station Morbi pending before 2nd ACJM, Morbi all

350

in Gujarat and 2) Criminal Case No.40449/2016 arising out of FIR No. 280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New Delhi pending before Additional Chief Metropolitan Magistrate, Patiala House Court, New Delhi, Criminal Case No. 2034203/2016 arising out of FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi pending before Chief Metropolitan Magistrate, Saket Court, New Delhi both at **New Delhi** and 3) Criminal Case No. Nil/2002 arising out of FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North parganas, West Bengal pending before Barrackpore Court, Kolkata, **West Bengal** and 4) Criminal case No. 147/2002 arising out FIR at C.R. No. 97 of 2002 dated 25.04.2002 and C.R. No. 101 of 2002dated 29.04.2002 both registered at Ganeeshpeth Police Station pending before 155-2nd Additional Judicial Magistrate First Class, Nagpur, Criminal Case No.847/2002 arising out of FIR at C.R. No. 75 of 2002 dated 15.05.2002 registered at City Kotwali Police Station, Amravati pending before Chief Judicial Magistrate, Amravati, Criminal case No.498/2002 arising out of FIR at C.R. No. 102 of 2002 dated 08.05.2002 registered at Pimpiri Police Station, Pune pending before Judicial Magistrate, First Class, Pimpri, Pune, Criminal Case No.

357/2002 arising out of FIR at C.R. No. 65 of 2002 dated 15.05.2002 registered at Police Station Vishrambaug, Pune pending before 3rd Judicial Magistrate First Class, Shivaji Nagar, Pune, is not stayed the petitioner would suffer great hardship.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court in the interest of justice, may graciously be pleased to:

[a] Stay further proceedings of 1) Criminal Case No.101878/2003 arising out FIR No. C.R. No. I-64/2002 Dated 30.07.2002 registered at Police Station Udhana, Surat, Criminal Case No.9166/2002 arising out FIR No. ICR No. 274/2002 dated 02.07.2002 at Police Station Umra, Surat and Criminal Case No. 174/2003 arising out of FIR No. CR No. I-226/2002 dated 30.08.2002 registered at Police Station Rander, Surat pending before Additional Chief Judicial Magistrate Surat, 2) Criminal Case No.100521/2003 arising out of FIR No.I- 274/2002 dated 06.08.2002 registered at Pol ce Station Varaccha, Surat pending before Additional Chief Judicial Magistrate/ Judicial Magistrate First Class, Surat, 3) Criminal Case No.2778/2004 arising out of FIR/Mcase No. 3 of 2002 dated 16.07.2002 registered at Police

Station Gandevi, Navsari pending before Additional Chief Judicial Magistrate, Gandevi, 4) Criminal Case No. 6840/2002 arising out of FIR No. I-93 of 2002 dated 18.08.2002 registered at Police Station, Navsai Town, Navsari pending before Chief Judicial Magistrate, Navsari, 5) Criminal case No. 2121/2002 arising out of FIR No. I-119/2002 dated 10.06.2002 filed at Police station Valsad City, Valsad pending before Chief Judicial Magistrate, Valsad, 6) Criminal Case No.1578/2006 arising out of FIR/M. Case no. 29/2002 dated 13.06.2002 registered at Police Station, Vidya Nagar, Anand pending before Additional Chief Judicial Magistrate, Anand, 7) Criminal Case No.244/2002 arising out of FIR/M.case No. 22 of 2002 (C.R. No. I-226 of 2002) dated 7.6.2002 registered at Police Station Morbi pending before 2nd ACJM, Morbi **all in Gujarat** and 8) Criminal Case No.40449/2016 arising out of FIR No. 280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New Delhi pending before Additional Chief Metropolitan Magistrate, Patiala House Court, New Delhi, 9) Criminal Case No. 2034203/2016 arising out of FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi pending before Chief Metropolitan Magistrate, Saket Court, New Delhi both at **New Delhi** and 10) Criminal Case No. Nil/2002 arising out of FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North parganas, West Bengal pending before Barrackpore Court, Kolkata, **West Bengal** and 11) Criminal case No. 147/2002 arising out FIR at C.R. No. 97 of 2002 dated 25.04.2002 and C.R. No. 101 of 2002 dated 29.04.2002 both registered at Ganeeshpeth Police Station pending before 155-2nd Additional Judicial Magistrate First Class, Nagpur, 12) Criminal Case No.847/2002 arising out of FIR at C.R. No. 75 of 2002 dated 15.05.2002 registered at City Kotwali Police Station, Amravati pending before Chief Judicial Magistrate, Amravati, 13) Criminal case No.498/2002 arising out of FIR at C.R. No. 102 of 2002 dated 08.05.2002 registered at Pimpiri Police Station, Pune pending before Judicial Magistrate, First Class, Pimpri, Pune, 14) Criminal Case No. 357/2002 arising out of FIR at C.R. No. 65 of 2002 dated 15.05.2002 registered at Police Station Vishrambaug, Pune pending before 3rd Judicial Magistrate First Class, Shivaji Nagar, Pune, till the pendency of the instant transfer petition; and

35

[b] Pass such other and further order(s) as this Hon'ble Court may deem fit and proper.

AND FOR THIS ACT OF KINDNESS THE PETITIONER (S) IS DUTY BOUND SHALL EVER PRAY

FILED BY:

Place: New Delhi
Date: 17.08.2021

PAWANSHREE AGRAWAL
Advocate for the Petitioner

355

IN THE SUPREME COURT OF INDIA

CRIMINAL ORIGINAL JURISDICTION

CRI. M. P. NO. OF 2021

IN

TRANSFER PETITION (CRL.) NO. OF 2021

IN THE MATTER OF:

Ketan Kantilal Sheth ....**PETITIONERS**

VERSUS

State of Gujarat Etc. Etc. ....**RESPONDENTS**

APPLICATION FOR EXEMPTION FROM FILING OFFICIAL ENGLISH TRANSLATION

To

The Hon'ble the Chief Justice of India and his Companion Justices of the Hon'ble Supreme Court of India.

The humble application of the Petitioner abovenamed:

MOST RESPECTFULLY SHEWETH:

1. That the present Transfer Petition under Section 406 of CRPC, 1973 is filed seeking transfer of 1) Criminal Case No.101878/2003 arising out FIR No. C.R. No. I-64/2002 Dated 30.07.2002 registered at Police Station Udhana, Surat, Criminal Case No.9166/2002 arising out FIR No. ICR No. 274/2002 dated 02.07.2002 at Police Station Umra,

Surat and Criminal Case No. 174/2003 arising out of FIR No. CR No. I-226/2002 dated 30.08.2002 registered at Police Station Rander, Surat pending before Additional Chief Judicial Magistrate Surat, Criminal Case No.100521/2003 arising out of FIR No.I- 274/2002 dated 06.08.2002 registered at Police Station Varaccha, Surat pending before Additional Chief Judicial Magistrate/ Judicial Magistrate First Class, Surat, Criminal Case No.2778/2004 arising out of FIR/Mcase No. 3 of 2002 dated 16.07.2002 registered at Police Station Gandevi, Navsari pending before Additional Chief Judicial Magistrate, Gandevi, Criminal Case No. 6840/2002 arising out of FIR No. I-93 of 2002 dated 18.08.2002 registered at Police Station, Navsai Town, Navsari pending before Chief Judicial Magistrate, Navsari, Criminal case No. 2121/2002 arising out of FIR No. I-119/2002 dated 10.06.2002 filed at Police station Valsad City, Valsad pending before Chief Judicial Magistrate, Valsad, Criminal Case No.1578/2006 arising out of FIR/M. Case no. 29/2002 dated 13.06.2002 registered at Police Station, Vidya Nagar, Anand pending before Additional Chief Judicial Magistrate, Anand, Criminal Case No.244/2002 arising out of FIR/M.case No. 22 of 2002 (C.R. No. I-226 of 2002) dated 7.6.2002 registered at Police Station Morbi pending before 2nd ACJM, Morbi all in Gujarat and 2)

Criminal Case No.40449/2016 arising cut of FIR No. 280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New Delhi pending before Additional Chief Metropolitan Magistrate, Patiala House Court, New Delhi, Criminal Case No. 2034203/2016 arising out of FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi pending before Chief Metropolitan Magistrate, Saket Court, New Delhi both at New Delhi and 3) Criminal Case No. Nil/2002 arising out of FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North parganas, West Bengal pending before Barrackpore Court, Kolkata, West Bengal and 4) Criminal case No. 147/2002 arising out FIR at C.R. No. 97 of 2002 dated 25.04.2002 and C.R. No. 101 of 2002dated 29.04.2002 both registered at Ganeeshpeth Police Station pending before 155-2nd Additional Judicial Magistrate First Class, Nagpur, Criminal Case No.847/2002 arising out of FIR at C.R. No. 75 of 2002 dated 15.05.2002 registered at City Kotwali Police Station, Amravati pending before Chief Judicial Magistrate, Amravati, Criminal case No.498/2002 arising out of FIR at C.R. No. 102 of 2002 dated 08.05.2002 registered at Pimpiri Police Station, Pune pending before Judicial Magistrate, First Class, Pimpri, Pune, Criminal Case No. 357/2002 arising out of FIR at C.R. No. 65 of 2002 dated 15.05.2002 registered at Police Station Vishrambaug, Pune pending before 3rd Judicial

Magistrate First Class, Shivaji Nagar, Pune, to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai where 3 cases involving same allegations are pending.

2. That the Annexure Nos. P-2 to P-10 and P-13 to P-21 filed to the Transfer Petition are in Vernacular language. In view of the urgency of the matter, the Petitioner is filing private translation thereof, which is its true translation.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may graciously be pleased to:

(a) exempt the Petitioner from filing official translation of Nos. P-2 to P-10 and P-13 to P-21, filed to the present Transfer Petition; and

(b) pass such other further order(s) as this Hon'ble Court may deem fit and proper.

359

AND FOR THIS ACT OF KINDNESS THE PETITIONER (S)

IS DUTY BOUND SHALL EVER PRAY

FILED BY:

Place: New Delhi
Date: 18.08.2021

PAWANSHREE AGRAWAL
Advocate for the Petitioner