

Final Writ No. 162/2008
 (Below High Court Inj. Writ No. 2744-46
 (TO BE RETURNED TO THIS COURT DULY EXECUTED)

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
 Criminal Misc. Application No 4606
 in
 Criminal Misc. Application No 7751

No. Cri. (Bail/Rev./Appeal):
 1. KETAN KANTILAL SHETH
 193, LALIT KUTIR

This the 09th day of May 2008

Petitioner(s)

1. STATE OF GUJARAT
 PP. HIGH COURT OF GUJARAT

Respondent(s)

To

SESSIONS JUDGE
 NAVSARI

4. The officer in-charge
 Valsad Police Station

2. The Officer In-charge
 GANDEVI POLICE STATION

3. The Officer In-charge
 NAVSARI CITY POLICE STATION

Whereas the abovenamed petitioner through his
 advocate presented the abovenumbered application in
 this Court praying
 to delete condition no. 4(d) of the order dtd. 21.07.06 passed
 by this Hon'ble Court in CR.Ma. No. 7751/06 and further praying
 to stay the aforesaid condition and etc....
 (Ref. Order dtd. 08.07.03 passed by S.J., Navsari in CR. MA. No.
 121 of 2003)

And Whereas Upon hearing
 MR DC DAVE for the Petitioner no. 1
 MR. K T DAVE, APP for the State 1
 Court passed the following order :-

COURT'S ORDER

CORAM : A.L.DAVE. J. (DATE : 09.05.2008)
 =====
 "Rule.....The condition...shall stand modified to
 read as under...Rule is made absolute to the extent
 indicated hereinafter. O.S. Permitted."
 (TRUE COPY OF ORAL ORDER IS ATTACHED HEREWITH)

NATIONAL INFORMATION CENTRE

Seen
 both
 (Ketan Sheth)
 24/5/08
 1 am 12/8



JR.MA/4506/2008

1/2

ORDER

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
 CRIMINAL MISC.APPLICATION No. 4606 of 2008
 In
 CRIMINAL MISC.APPLICATION No. 7751 of 2006

=====

KETAN KANTILAL SHETH - Applicant
 Versus
 STATE OF GUJARAT - Respondent

=====

Appearance :
 MR DC DAVE for Applicant.
 MR KT DAVE, APP. for Respondent.

=====

CORAM : HONOURABLE MR.JUSTICE A.L.DAVE

Date : 09/05/2008

ORAL ORDER

Rule. Mr. K.T.Dave, learned A.P.P., waives service of notice of rule on behalf of the opponent-State.

2. Heard learned advocate Mr.Dhaval C.Dave for the applicant and learned A.P.P. Mr.K.T.Dave for the respondent-State.

3. Considered Ground (E) as stated in the application. It appears that the applicant has bound himself by the conditions imposed by this Court while releasing him on bail and there is no complaint of breach of conditions. The applicant is residing at Mumbai and a number of complaints are lodged against him with different police stations while releasing

CR.MA/4606/2006

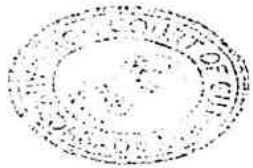
2/2

the applicant on bail, a condition was imposed requiring him to mark his presence at these respective police stations. Now, a request is made that condition may either be deleted or be modified on the ground of parity with other co. accused.

4. The applicant's application merits acceptance. The condition imposed by this Court while admitting the applicant to bail vide order dated 21/07/2006 requiring him to mark his presence at the concerned police station shall stand modified to read as under:

"The applicant shall mark his presence before Valsad Police Station once in six months, with a rider that he shall intimate the concerned Police Station about his having marked presence with Valsad Police Station by registered Speed Post."

Rule is made absolute to the extent indicated hereinabove. D.S. Permitted.



(patel)

[A.L.DAVE, J.]

TRUE COPY

Q. R. S. TO THE HON. JUDGE
HIGH COURT, GUJARAT

TRUE COPY
ADDITIONAL DISTRICT
HIGH COURT, GUJARAT
SOLA, AHMEDABAD



Exh-50

Criminal Case No. 2778/04

In the Court of Hon'ble Judicial Magistrate First Class of Gandevi

Criminal Case No. 2778/2004

Complainant: The Government

Versus

Accused: Ketan Kantilal Sheth

Complainant: - Government

Against

Accused: - • Ketan Kantilal Seth

The undersigned humbly submits on behalf of the accused that: -

(1) In the said case, a complaint has been filed against me, the accused, at Gandevi Police Station under Case No. 3/2002 by the authorized officer of Gandevi People's Co. Op. Bank Ltd., Shri Champakbhai Rangildas Mali, against Home trade Ltd. and 19 other accused under IPC Sections 406, 409, 420, 467, 468, 120(B). In connection with the said complaint, the investigating officer arrested me, the accused, on 06/09/2002, and thereafter, the investigating officer filed a chargesheet against me, the accused, in the Hon'ble Court.

(2) After the chargesheet was filed against me, the accused, in the said case in the Hon'ble Court, the investigating officer lawfully arrested the other accused, Sanjay Hariram Agrawal, Nandkishor Shankarlal Trivedi, and Subodh Dayachand Bhandari, and chargesheets were presented against all the accused in the Hon'ble Court. All these chargesheets are currently pending in the Hon'ble Court, and all the accused have appeared before the Hon'ble Court through their advocates. In the said case, all the accused are currently out on bail.

(3) In the said case, no chargesheet has been framed against all the accused by the Hon'ble Court. In the said case, a chargesheet has been framed against us, the accused, by the Hon'ble Court. Considering the chargesheets presented against all the accused in the Hon'ble Court, chargesheets under IPC Sections 406, 409, 420, 467, 468, 120(B) have been presented against all the accused. In the said case, a chargesheet under IPC Section 120(B) against all the accused is in the Hon'ble Court.

(4) Considering the provisions of Section 223 of the CrPC in the said case, judicial proceedings for justice can be conducted after a chargesheet is framed against all the accused together by the Hon'ble Court. However, in the present case, a chargesheet has been framed only against me, the accused, and summons have been issued for witnesses to provide evidence before the Hon'ble Court in the said case. In the said case, no chargesheet has been framed against all the accused by the Hon'ble Court. If judicial proceedings or evidence are initiated only against me, the accused, in the said case in the Hon'ble Court, there are all circumstances that serious harm will be caused to the defense of us, the accused, as well as to the complainant's case. Considering the provisions of the Constitution and the provisions of the CrPC in the said case, separate judicial proceedings for the accused in a single offense cannot take place, and

it would be considered contrary to the established principles of law. Therefore, in the said case, it is requested that the chargesheets against all the accused be amalgamated, a chargesheet be framed against all the accused together, and judicial proceedings for the offense be initiated and evidence be taken in the interest of justice.

Place: Gandevi

Date: 06/09/2008

Signature/- Illegible

(Signature of the Accused)

Signature/- Illegible

(Advocate of the Accused)

Criminal Case No. 2778/2004

Order under Exh-50

1. The application is taken up for consideration. The present application has been submitted by the applicant under CrPC Section 223. In this, a submission has been made on behalf of the accused through Learned Advocate Shri K.P. Reshamwala that, in this case, separate chargesheets have been filed against other accused as well, and the evidence of all should be taken together, otherwise injustice will be caused to the accused. A submission has been made on their behalf under CrPC Sections 223(1) and (2) that the charge framed against them under IPC Section 120-B should be cancelled. Alternatively, the case should be proceeded against all accused together. Therefore, their submission is also that the witness present in court today should not be examined.
2. Considering the application submitted by the accused and examining the complainant's case in this matter, the complainant had filed a complaint against different individuals before this court on 03-02-2002 under IPC Sections 406, 409, 420, 467, 468, 120-B, which was sent to Gandevi People's Police Station for investigation under CrPC Section 156(3) by this court. During the said investigation, the police filed a chargesheet against the sole present accused. Other accused were shown as absconding in this case. Subsequently, at different times, different accused were apprehended and presented before this court. Additionally, 14 accused are still absconding. The chargesheet filed by the police against the present accused has been framed by the court, and the case has been fixed for evidence.
3. The police have also filed chargesheets against four other accused in this court. However, the said accused have filed applications for discharge under CrPC Section 245 before this court, the hearing and decision of which are

pending. During this period, a submission has been made by the accused through Learned Advocate Shri [name omitted] that the evidence of witnesses present in court should not be taken, and the case should be proceeded together under CrPC Section 223. Upon considering CrPC Section 223, it is my opinion that when chargesheets are filed against all accused together, proceedings can proceed only after framing charges against each accused together, as per the interpretation of CrPC Section 223. However, when chargesheets are filed against different accused at different times, and other accused are absconding, the court cannot interpret CrPC Section 223 to allow evidence to be presented against the accused presented before the court and the chargesheet filed against them.

4. In this case, there is only one accused, against whom a chargesheet has been framed, and other accused are absconding. A chargesheet has been framed under IPC Section 120-B, which is part of the criminal liability of the accused, and in such circumstances, the charge under Section 120-B cannot be dropped. The case cannot be adjourned for a specific period either. According to the Indian Constitution, every accused has the right to a speedy trial. The technical approach adopted by the accused's Learned Advocate to delay the case cannot be allowed. When the case has been fixed, and a witness is present, the court is bound to record their evidence. As per the orders under the Constitution, a speedy trial must be conducted.

5. The submission made by the accused's Learned Advocate that proceeding with the case will conflict with the defense of other accused cannot be accepted. This is because, in this case, there is only one accused, and their defense is without conflict. It is the responsibility of the other accused to address any conflict in their evidence. In such circumstances, the present application is not worthy of being granted, and I pass the following order:

Order

The application is rejected.

This order is pronounced today.

Gandevi

Date: 06/09/2008

Signature/- Illegible

(A.N. Joshi) 06/09/08

Additional Chief Judicial Magistrate

Gandevi

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/02 Exh-51**

Complainant: The Government

Versus

Accused: Ketan Kantilal

A humble request on behalf of the accused:

In this case, the main chargesheet and supplementary chargesheets have been filed against the present accused and other accused in the Hon. Court. No chargesheet has been framed against the other accused except the present accused in this case.

The present accused had submitted an application requesting that the chargesheets against all accused be implemented and that charges be framed accordingly. That application was not accepted by the Hon. Court. Against that order, the present accused wishes to file a revision in the Hon. Gujarat High Court and humbly requests that appropriate time be granted for filing the revision in this case.

Gandevi

Date: 06/09/08

Sd/- Illegible

Addl. Chief Judicial Magistrate

Order:

Read the application. As per the statement of the complainant, if the cases are taken together, (ORDER NOT READABLE)

Criminal Case No. 2778/02**Exhibit 52**

I solemnly affirm as follows:

My Name: Yenai

Father's Name: Madanlal Shah

Religion: --

Age Approximately: 45 years

Occupation: Share Market

Place of Residence: Sundar Nagar, Malad (West), Mumbai

District: Mumbai

Verification: By the Court

Oath Administered

On 11/9/2002, the police called me as a witness at Lalit Kutir in Mumbai. The said house belonged to Ketanbhai Kantilal Seth. The police had prepared a panchnama and asked us to sign it, and the original panchnama is shown to me. It contains my signature, which is presented as Exhibit 53. The police prepared the panchnama of the flat in our presence, and the police wrote its contents. The police showed us the entire Lalit Kutir. There was another witness with me, whose current name is

(Page missing)

Panchnama

Sr. No.	Name	Age	Occupation	Res.
1.	Shri Premal Madanlal Shah,	40,	Business,	F/8, Sundar Nagar, Malad West, Mumbai.
2.	Shri Anurag Nagvar Swami,	34,	Service,	Goregaon West, Motilal Nagar, Room No. 104, Mumbai.

We, the above-named Panchas, were called by the Circle Police Inspector, Bilimora, and Police Sub-Inspector Shri R.S. Patel, Police Sub-Inspector, Navsari Town Police Station, District Navsari, Gujarat State, to the residence of Ketan Kantilal Seth at Flat No. 193, Lalit Kutir, Gulmohar Cross Road No. 9, Andheri West, Mumbai 49. We appeared as summoned, and you explained to us, the witnesses, that:

In connection with Gandevi Police Station Case No. 3/2002 under IPC Sections 406, 409, 420, 467, 468, 120B, and Navsari Town Police Station FIR No. 93/2002 under IPC Sections 406, 409, 420, 421, 422, 423, 467, 468, 120B, 34, a search and investigation panchnama is to be prepared. Understanding this, we, the panch witnesses, voluntarily agreed to act as witnesses and state that:

Present here is Kantilal Keshavlal Seth, and with him, we entered the flat with the main door facing north, which consists of one bedroom, one living room, and a kitchen. First, there is a bedroom, which contains a wooden showcase with a VCD and a camera. Upon inspection, no documents or other

items useful for the case were found. Next to the living room is the kitchen, which contains neatly arranged kitchen utensils. Beyond that, to the north, is another bedroom with wooden cupboards built into the wall. These cupboards contain clothes, necessary books, and other items. A thorough inspection of these cupboards revealed no documents or other items useful for this case. During the search, the police did not seize any items for investigation.

The above panchnama, as seen and written by us, the Panchas, is correct and true. After reading and understanding it, we have signed below.

Date: 11/9/2002 Time from 22:45 to 23:30

Before,
Sd/- Illegible
Circle Police Inspector
Bilimora
Camp: Mumbai

1. Sd/- Illegible
2. Sd/- Illegible

**In the Court of the Hon'ble Additional Chief Judicial Magistrate,
Gandevi
Criminal Case Number 2778/04**

Complainant: The State of Gujarat

Versus

Accused / Ketan Kantilal Seth

Under Section 223 of the Criminal Procedure Code

It is submitted on behalf of the prosecution that in this case, the original complaint was filed in Gandevi Court under M. Case No. 3/2002, and thereafter, a chargesheet was filed against the accused Ketan Kantilal Seth under Criminal Case No. 4592/02. Subsequently, the said chargesheet was transferred to the Hon'ble Chief Court, Navsari, and was registered as Case No. 2568/03. Later, the said case was transferred from Navsari Chief Court to Gandevi Additional Chief Court, where it was assigned a new number, 2778/04. A charge has been framed against the accused, and the case is at the evidence stage.

Thereafter, a supplementary chargesheet was filed in this case, assigned Criminal Case No. 403/04, naming the following as accused: (1) Sanjay Hariram Agrawal, (2) Nand Kishor Shankarlal Trivedi, and (3) Subodh Chanddayal Bhandari.

Furthermore, another supplementary chargesheet was filed in this case, assigned Criminal Case No. 545/06, naming Niranjambhai Surati as the accused.

Considering all the aforementioned facts, supplementary chargesheets have been filed in this case arising from M. Case No. 3. Taking the above facts into account, if the said case is consolidated and evidence is taken together, it would not cause any prejudice to the aforementioned accused. Therefore, consolidating all chargesheets and taking evidence together would serve the purpose of justice. Hence, it is requested that, in the interest of justice, an order be passed to take evidence in the said Criminal Case No. 2778/04 along with the others.

Date: 08/10/2008

Signature/- Illegible
(A.P.P., Gandevi)

Fix for hearing

Signature Illegible/-

Additional Chief Judicial Magistrate

Gandevi 08/10/08

order below at 54 CC No. 2778/04 (822)

heard. J. A. for accused as well
 as app. from the side of prosecu-
 tion submitted this application
 contending that Complaint filed
 upon received in Gundevi Court
 from M. case No 312002 thereafter
 Chargesheet being filed upon receipt
 in this Court, and said Chargesheet
 been transferred to chief Court
 Navsari there case No was
 2568/03 thereafter said chargesheet
 was transferred to additionl chief
 Court Gundevi in this Court
 (Now, No. is 2778/04 at said
 Chargesheet) Chargesheet
 forwarded upon received by

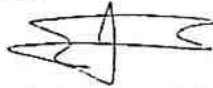
Court in this case pursuant
Chargesheet filed upon other case
it's a case is history

Considering the above fact
if both Chargesheet want be con-
solidated accused is not present
it will be justice. In all way
the advocate of accused ent
say that accused has noable.
Hence both case would
be Consolidated

Looking to the record
same kind of application was
submitted by accused vide ex 50
which was rejected by this

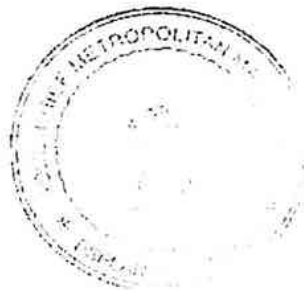
Court on merits. In spite
of that presently submitted
this application, court
rejected on merits. Hence, application

cation Subsequently same kind of
 application Not trouble from
 either side. Under these cir-
 stances this application
 deserves to be defect has
 been detected.



26-4-11

Mr. Ch. Ch. Jodi. Magl.
 Gandevi.



In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 55

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case has been regularly attending the court. Today, the accused had to attend another case in the Anand Court, which was scheduled for framing of charges, and due to the priority of that case, the accused could not be present in the Hon'ble Court today due to the aforementioned circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 31/1/2009

Sd/- Illegible

Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate, Gandevi.

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 56

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. They have been regularly attending as per the scheduled dates. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today, so that the dignity of justice is upheld.

Date: 13/03/09

Sd/- Illegible

Advocate for the accused

Exemption granted for today

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi 13/03/09

In the Court of the Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit 57

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case has been regularly attending the court. They could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 25/5/09

Sd/- Illegible

Advocate for the accused

Exemption granted for today.

Sd/- Illegible

25/05/09

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 58

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case had to urgently go to Ahmedabad to meet an advocate regarding an important matter and is unable to appear in the Hon'ble Court today. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 30/6/09

Sd/- Illegible

Advocate for the accused

Exemption granted for today

Sd/- Illegible

30/06/09

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 59

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable reasons. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 26/8/09

Sd/- Illegible

Advocate for the accused

Granted.

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi 26/08/09

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 60

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case is unable to appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 9/12/09

Sd/- Illegible

Advocate for the accused

Exemption granted.

This date only.

Sd/- Illegible

Addl. Chief Judicial Magistrate,

Gandevi.

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 61

Complainant: Hon'ble Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case is unable to appear in the Hon'ble Court today due to ill health. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today. Furthermore, since our advocate is also unwell, kindly grant one adjournment in the interest of justice.

Date: 16/1/10

Sd/- Illegible

Advocate for the accused

Granted for today only

Sd/- Illegible

16/01/10

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04 Exh-62

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case is engaged in another case today and is unable to appear in the Hon'ble Court today. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 16/12/2009

Sd/- Illegible

Advocate for the accused

Granted for today only

16/11/09

Sd/- Illegible

Addl. Chief Judicial Magistrate,
Gandevi.

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 63

Complainant: The Government

Versus

Accused: Keian Kantilal Seth

A humble declaration on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 3/04/2010

Sd/- Illegible

Advocate for the accused

Exemption Granted.

Sd/- Illegible 3/4/10

Addl. Chief Judicial Magistrate,
Gandevi.

In the Court of the Additional Chief Judicial Magistrate, Gandevi Exh-64
Criminal Case No. 2778/04

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 29/4/10

Sd/- Illegible

Advocate for the accused

Exemption Granted.

Sd/- Illegible 29/4/10

Addl. Chief Judicial Magistrate,
Gandevi.

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 65

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 23/6/2010

Sd/- Illegible

Advocate for the accused

Exemption Granted.

Sd/- Illegible 23/06/10

Addl. Chief Judicial Magistrate,
Gandevi.

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 66

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case is unable to appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 30/8/2010

Sd/- Illegible

Advocate for the accused

Exemption of accused is granted today only.

Date: 30/08/2010

Sd/- Illegible

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 69

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 10/11/2010

Sd/- Illegible

Advocate for the accused

Exemption granted.

Sd/- Illegible 10/11/2010

Addl. Chief Judicial Magistrate

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 70

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 10/12/2010

Sd/- Illegible

Advocate for the accused

Exemption for the accused is granted today only.

Date: 10/12/2010 sd/- Illegible I/c Addl. Chief Judicial Magistrate

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04

Exhibit 71

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case is unable to appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 27/12/2010

Sd/- Illegible

Advocate for the accused

Exemption of the accused is granted today only.

Date: 27/12/2010

Sd/- Illegible

I/c Addl. Chief Judicial Magistrate,
Gandevi.

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 72

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 5/2/11

Sd/- Illegible

Advocate for the accused

Exemption of the accused is granted today only.

Date: 27/12/2010

Sd/- Illegible

I/c Addl. Chief Judicial Magistrate,

Gandevi.

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 73

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 22/2/2011

Sd/- Illegible

Advocate for the accused

Exemption of the accused is granted today only.

Date: 22/02/2011

Sd/- Illegible

I/c Addl. Chief Judicial Magistrate,
Gandevi.

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 74

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 9/3/11

Sd/- Illegible

Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 09/03/11

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 75

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case is unable to appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 6/4/11

Sd/- Illegible
Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 06/04/11

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 76

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 25/4/2011

Sd/- Illegible
Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 25/04/2011

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 77

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 22/6/11

Sd/- Illegible
Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 22/06/11

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 78

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A request on behalf of the accused:

In this case, a revision has been filed by the government against Exhibit 54, which is pending. Therefore, a request is made to grant an adjournment in the interest of justice.

Date: 22-6-11

Place: Gandevi

Sd/- Illegible

APP

Exemption granted for today only

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 79

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone the accused's absence for today.

Date: 13/7/11

Sd/- Illegible
Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 13/07/11

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 80

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A request on behalf of the accused:

In this case, a revision has been filed by the government against Exhibit 54, which is pending. Therefore, a request is made to grant an adjournment in the interest of justice.

Date: 13-7-11

Place: Gandevi

Sd/- Illegible

Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 81

Complainant: Hon'ble Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not appear in the Hon'ble Court today due to ill health. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 9/8/11

Sd/- Illegible

Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 09/08/11

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 82

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 5/9/11

Sd/- Illegible

Advocate for the accused

Exemption granted

Sd/- Illegible

Date: 5/9/11

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 83

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A request on behalf of the accused:

In this case, a revision has been filed against Exhibit 54, which is pending. Therefore, a request is made to grant an adjournment in the interest of justice.

Date: 28/9/11

Place: Gandevi

Sd/- Illegible

APP

Date: 28/09/11

Last date granted at this stage because matter is stayed by High Court.

Sd/- Illegible

Date: 28/09/11

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 84

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused, Ketan Seth, could not appear in the Hon'ble Court today due to ill health. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 28/9/11

Sd/- Illegible

Advocate for the accused

Exemption granted

Sd/- Illegible

Date: 28/09/11

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 85

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 22/11/11

Sd/- Illegible
Advocate for the accused

Exemption granted

Sd/- Illegible

Date: 22/11/11

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 86

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Request: Regarding cancellation of warrant

A humble request on behalf of the accused:

- (1) In this case, an arrest warrant was issued against the accused by the Hon'ble Court on 12/12/2011.
- (2) The accused has been regularly attending the Hon'ble Court, and on the last scheduled date of 13/12/2011, our advocate was present in the Hon'ble Court at 11:10 AM due to unavoidable circumstances. However, when the first call was made, neither the accused nor our advocate was present and an arrest warrant was issued. The exemption application for the arrest warrant was rejected by the Hon'ble Court.
- (3) The accused has been regularly attending the Hon'ble Court on every scheduled date and has always been present. Therefore, it is necessary to cancel the warrant issued against the accused in the broader interest of justice.

(4) In view of the above circumstances, kindly pass the necessary order to cancel the warrant issued against the accused on 12/12/11 in the broader interest of justice.

Date: 3/1/2012

Sd/- Illegible

Advocate for the accused

=====

The accused is ordered to pay the penalty of Rs. 50 (unreadable). It is ordered to cancel the warrant to make the payment of the penalty. The report of the cancellation of the warrant be sent to the concerned one.

Sd/- Illegible

03/01/2012

The amount of Rs. 50/- (fifty) has been received vide Receipt No. 148 on 3/1/2012 by the Nazir.

Sd/- Illegible

Nazir

Principal Senior Civil Court &

Addl. Chief Judicial Magistrate Court

Gandevi.

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 87

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 30/1/2012

Sd/- Illegible
Advocate for the accused

Exemption granted

Sd/- Illegible

Date: 30/01/2012

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 88

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 31/3/2012

Sd/- Illegible

Advocate for the accused

Exemption granted

Sd/- Illegible

Date: 31/03/2012

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 89

Complainant: Hon'ble Government

Versus

Accused: Ketan Kantilal Seth

A respectful request on behalf of the witness Mahendrabhai Bhanabhai Tailor:

I, the witness, am a bank employee, and due to the workload caused by the March ending, I am unable to appear in the Hon'ble Court today to give testimony. Therefore, kindly grant an adjournment in the interest of justice for this case.

Date: 31/3/2012

Sd/- Illegible

(Mahendrabhai Bhanabhai Tailor)

Exemption granted

Sd/- Illegible

Date: 31/03/2012

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 90

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 18/5/2012

Sd/- Illegible
Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 18/05/2012

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 91

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 13/6/2012

Sd/- Illegible

Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 13/06/2012

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 92

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A request on behalf of the accused:

In this case, a revision has been filed by the government against Exhibit 54, which is pending. Therefore, a request is made to grant an adjournment in the interest of justice.

Date: 13-6-12

Place: Gandevi

Sd/- Illegible

Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 13/06/12

Addl. Chief Judicial Magistrate

Gandevi

I-Court Gandevi

Reminder

Witness Summons

Police Sub-Inspector: Gandevi

Criminal Case No.: 277/04

Offense: IPC 406, 409, 420, 467, 468, 120B

Scheduled Date: 30/01/2012

Witness Name and Address: Mahendrabhai Bhanabhai Tailor, Residing at
Kanasar Wad, Near Hanumanji Temple, Gandevi, Dist. Navsari

In the above-mentioned case, the witnesses for the complainant are instructed to appear in the Additional Chief Judicial Magistrate Court, Gandevi, Dist. Navsari, on the scheduled date of 30/1/2012 at 10:30 AM. Kindly return the summons before the scheduled date.

Date: 3/01/2012

Sd/- Illegible

I/c Registrar

Addl. Chief Judicial Magistrate Court, Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 93

Complainant: The Government
Versus
Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 14/8/2012

Sd/- Illegible
Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 14/08/2012

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 94

Complainant: The Government
Versus
Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case is unable to appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 7/11/12

Sd/- Illegible

Advocate for the accused

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 95

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 26/12/2012

Sd/- Illegible

Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 26/12/2012

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 96

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 6/2/12

Sd/- Illegible
Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 06/02/12

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 97

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 25/3/13

Sd/- Illegible

Advocate for the accused

Exemption granted

Sd/- Illegible

Date:

I/c Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 98

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 6/5/2013

Sd/- Illegible

Advocate for the accused

Exemption granted

Sd/- Illegible

Date: 6/5/13

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 99

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 1/7/13

Sd/- Illegible
Advocate for the accused

Exemption granted

Sd/- Illegible

Date: 01/07/13

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 100

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 13/8/13

Sd/- Illegible

Advocate for the accused

Exemption granted

Sd/- Illegible

Date:

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04 Exhibit 101

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

Today, this case is for the prosecution's evidence. However, in this case, other chargesheets arising from the same main case, Criminal Case No. 40/04 and 545/06, are related to the framing of charges, and the accused in those cases have filed revision applications No. 44/08, 45/08, and 45/08 for discharge in the Hon'ble District Court, Navsari, which, according to the accused's latest information, are pending. The evidence in the related cases and the present case is the same and needs to be taken together. The prosecution had applied to the Hon'ble Court regarding this, but it was rejected. In the above circumstances, the evidence for all cases should be taken together. The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 17/9/2013

Sd/- Illegible
Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 103

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 03/12/2012

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 104

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 01/01/2014

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 105

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 4/2/2014

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 106

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 4/3/2014

Sd/- Illegible
Advocate for the accused

Granted

Sd/- Illegible

Date:

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 107

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 1/4/14

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Date:
Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 108

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 6/5/14

Sd/- Illegible
Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Date: 6/5/14

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 102

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 29/10/2013

Sd/- Illegible

Advocate for the accused

Granted

Sd/- Illegible

Date:

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 109

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 18/6/14

Sd/- Illegible
Advocate for the accused

Exemption granted

Sd/- Illegible

Date:

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 110

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not remain present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone his absence for today.

Date: 30/7/14

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Date:
Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 111

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 3/9/2014

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Date:

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 112

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 13/10/2014

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Date:
Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 113

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case is unable to appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 2/12/2014

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 114

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 17/3/2015

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Date:
Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 116

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 27/5/15

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Date:

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 117

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 14/7/15

Sd/- Illegible

Advocate for the accused

Granted

Sd/- Illegible

Date:

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 118

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused: The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 18/8/2015

Sd/- Illegible
Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 119

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 29/9/2015

Sd/- Illegible
Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 120

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 24/11/2015

Sd/- Illegible
Advocate for the accused

Presented by:
Sd/- Illegible
H. G. Rathal

Granted
Sd/- Illegible
Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 121 :

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 5/1/2016

Sd/- Illegible

Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 122

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 29/2/2016

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Date:

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 124

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 18/5/16

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Date:
Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 125

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances and heavy rainfall. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 3/8/16

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 126

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 7/9/16

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 127

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 28/9/2016

Sd/- Illegible
Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 128

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

This case is for evidence. However, supplementary chargesheets have been filed in this case, and the accused in the related chargesheets have filed revisions for discharge. Evidence in all cases needs to be taken together. The accused in this case could not be present in the Hon'ble Court due to unavoidable circumstances. Therefore, kindly grant an adjournment in the interest of justice for this case.

Date: 28/9/16

Sd/- Illegible
Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 129

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 16/11/16

Sd/- Illegible
Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 130

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the broader interest of justice to condone their absence for today.

Date: 7/12/16

Sd/- Illegible
Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 131

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case is present in the Hon'ble Court. The main complainant's case has supplementary chargesheets in Criminal Case No. 403/04 and Criminal Case No. 545/6, with a hearing scheduled for 15/2/2017. Supplementary chargesheets for the main complaint have been filed in all cases. Therefore, it would be appropriate and just to conduct the proceedings for all hearings together. Kindly grant an adjournment in the interest of justice for this case.

Date: 4/1/2017

Sd/- Illegible
Advocate for the accused

Granted
Sd/- Illegible
Addl. Chief Judicial Magistrate
Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 132

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 15/3/2017

Sd/- Illegible

Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 133

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone his absence for today.

Date: 24/5/2017

Sd/- Illegible
Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 134

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not be present in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 8/6/2017

Sd/- Illegible

Advocate for the accused

Exemption granted for today only

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 135

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 3/10/17

Sd/- Illegible
Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 136

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the advocate of the accused:

The advocate of the accused in this case is unable to appear in the Hon'ble Court and conduct this case due to ill health. Additionally, the accused could not appear in the Hon'ble Court due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today and grant an adjournment.

Date: 3/11/17

Sd/- Illegible

Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 137

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 22/11/2017

Sd/- Illegible

Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 139

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 14/8/2018

Sd/- Illegible

Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 140

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 28/2/18

Sd/- Illegible
Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate
Gandevi

In the Court of Hon'ble Chief Judicial Magistrate Gandevi at
Gandevi

C.C.No.2778/2004

The State of Gujarat

...Complainant

Verses

Ketan Kantilal Sheth

...Accused

Application U/S 223 of Code of Criminal Procedure

The Accused most respectfully begs to pray as under that;

1. That Mr.Champaklal Rangildas Mali, in charge general manager of the Gandevi Co operative Peoples Bank Ltd. has filled a private complaint bearing M.Case no. 3 of 2002. The said complaint was ordered to Gandevi police station for investigation.
2. Accordingly the investigation officer arrested present accused on dated 06/09/2002. Currently the present accused is on bail by Hon'ble Gujarat High Court. After completion of investigation the investigation officer has filled charge sheet against present accused U/S 406,409,420, 467,468,120 (b) of Indian penal code on dated 05/12/2002.
3. Later on the investigation officer has arrested other co-accused namely Sanjay Hariram Agrawal, Dhaval nandkishor Trivedi, Subhodh Chandadaya Bhandari and I.O. has filled charge sheet against said co accused vide criminal case no.403 of 2004 and later on the

Smidhar Surti and I.O. has filled charge sheet against him vide criminal case no 545 of 2006 in the Hon'ble Court.

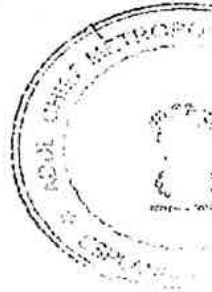
4. That initially the present accused has filled application to consolidate all the said matters but at that time the Hon'ble Court has rejected that application without getting into the legal provision. After that another co accused has preferred discharge application before this Hon'ble Court and the same was rejected by this Hon'ble Court.
5. The matter against co accused are currently on the stage of framing of charge. All the above mentioned charge sheet have come out from the same offences i.e., M Case no.3 of 2002. As per the provision of Section 223 of Code of Criminal Procedure-1973:

Section 223: When persons may be charged jointly
 The following provisions may be charged together, namely:
 (a) persons accused of the same offence committed in the course of the same transaction;
 (b) persons accused of an offence committed by two or more persons;
 (c) persons accused of an offence committed by two or more persons;
 (d) persons accused of an offence committed by two or more persons;
 (e) persons accused of an offence committed by two or more persons;
 (f) persons accused of an offence committed by two or more persons;
 (g) persons accused of an offence committed by two or more persons;
 (h) persons accused of an offence committed by two or more persons;
 (i) persons accused of an offence committed by two or more persons;
 (j) persons accused of an offence committed by two or more persons;
 (k) persons accused of an offence committed by two or more persons;
 (l) persons accused of an offence committed by two or more persons;
 (m) persons accused of an offence committed by two or more persons;
 (n) persons accused of an offence committed by two or more persons;
 (o) persons accused of an offence committed by two or more persons;
 (p) persons accused of an offence committed by two or more persons;
 (q) persons accused of an offence committed by two or more persons;
 (r) persons accused of an offence committed by two or more persons;
 (s) persons accused of an offence committed by two or more persons;
 (t) persons accused of an offence committed by two or more persons;
 (u) persons accused of an offence committed by two or more persons;
 (v) persons accused of an offence committed by two or more persons;
 (w) persons accused of an offence committed by two or more persons;
 (x) persons accused of an offence committed by two or more persons;
 (y) persons accused of an offence committed by two or more persons;
 (z) persons accused of an offence committed by two or more persons;



(544) (552)

6. The Hon'ble Court has framed the charge against present accused U/S 406, 409, 420, 467, 468, 120(b) of Indian Penal Code. Further the Hon'ble Court has initiated court proceedings against the present accused only. The other co accused above mentioned supplementary charge sheets are still pending at the stage of frame of charge. The Hon'ble Court has issued notice/summons to the Complainant i.e., officer for the bank namely Champaklal Rangildas Mali and witness Mahendrabhai Bhanabhai Tailer, Aryuk Nainar Swami and Akshay Rameshchandra Desai. As mentioned above the accused is facing charge of criminal conspiracy and if Hon'ble Court will start recording evidence without consolidate all the matters then it will prejudice the defense and right of present accused as well as it will be against the Law of natural justice. As per the Provision of section 223 of Code of Criminal procedure all above mentioned matter needs to be consolidate and evidence has to be record together to maintain density and consistency of the witness's depositions.
7. That all above mentioned charge sheets has been arose from same transactions. All the facts, allegations, evidence, accused and witnesses are common therefore if all the above mentioned cases would proceed individually then it will be wastage of precious time of Hon'ble Court and at the same time it may damage the defense of the present accused. Hence, looking into the above mentioned facts and provisions, evidence needs to be record together by consolidating all matters in the interest of natural justice and if the Hon'ble Court will consolidate all the matter there is not at all any prejudice to the evidence of prosecution, but if not, then it may harm the defense of the accused.



Therefore the present accused most respectfully prays that,

- Kindly Allow present application in the interest of justice.
- Kindly order that evidence of witness be record after consolidating all charge sheets as per the provision of section 223 of Code of Criminal Procedure.
- Any other relief which Hon'ble Court may deems fit in the interest of justice be allowed in favor of applicant

Place : Gandevi

Date: 18/03/2018

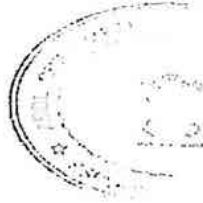
[Signature]

For Accused

[Signature]
Signature of Accused

જાહેરનામું અંગેની આ અરજીની
અરજીમાં દર્શાવેલ સાક્ષીઓની
અરજીની સાચી તપાસ થી, સત્યતા
અરજીમાં દર્શાવેલ સાક્ષીઓની
સાચી તપાસ થી અરજી
ના અંગેની તપાસમાં અરજી

Addl. Chief Justice, Madh.
G. 2-1



Heard. As this Court decided similar application earlier on the basis of merit, and as there is no other reason for the present application, the application is rejected.

Sd/- Illegible

27-28/03/2018

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 142

Complainant: Shri Government

Versus

Accused: Ketan Kantilal Seth

Adjournment Request

On behalf of the complainant, I, the Assistant Public Prosecutor, humbly request the Hon'ble Court:

In this case, I still need to study the case papers. Therefore, I humbly request an adjournment in the broader interest of justice.

Place: Gandevi

Date: 11-4-2018

Sd/- Illegible

APP

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 143

Complainant: Hon'ble Government

Versus

Accused: Home Trade, etc.

A request on behalf of the complainant:

The complainant in this case is present in the Hon'ble Court, but necessary preparations for this case are still pending. Therefore, kindly grant an adjournment for this case.

Date: 18-4-18

Sd/- Illegible

Champaklal Rangildas Mali

Presented through me

Sd/- Illegible

18/04/2018

Granted

Sd/- Illegible

Add. Chief Judicial Magistrate, Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 144

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 18/4/2018

Sd/- Illegible

Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit 145

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to unavoidable circumstances. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 25/4/2018

Sd/- Illegible

Advocate for the accused

Granted

Sd/- Illegible

Addl. Chief Judicial Magistrate

Gandevi

In the Court of the Additional Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04
Exhibit 146

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

A humble request on behalf of the accused:

The accused in this case could not appear in the Hon'ble Court today due to ill health. Therefore, kindly pass the necessary order in the interest of justice to condone their absence for today.

Date: 9/5/2018

Sd/- Illegible
Advocate for the accused

GRANTED

Sd/- Illegible

Addl. Chief Judicial Magistrate
Gandevi

Criminal Case Number - 2778/2004

Exh - 147

Testimony of Witness No.

I solemnly affirm as follows:

My Name: Champaklal

Father's Name: Rangildas

Religion: Hindu

Age: Approximately 73 years

Place of Residence: Gandevi, Taluka: District Navsari

Examination-in-chief by A.P.P. Shri Vasava

Oath administered:

1. In the year 2002, I was the Manager at The Gandevi People's Co. Op. Bank. The Gandevi People's Co. Op. Bank carries out banking operations. This bank has been granted a license by the Reserve Bank of India (RBI) for banking operations, and these operations are conducted at the main office in Gandevi and branches in Chikhli and Bilimora. I filed the complaint in this case. The complaint is shown to me, and upon seeing it, I state that it bears my signature, which I recognize. This complaint was filed by me against an entity named Home Trade and its directors and agents. The names and addresses of the accused are as mentioned in the complaint. Regarding the filing of this complaint, the Directors of The Gandevi People's Co. Op. Bank passed a resolution authorizing me to do so. I have presented that resolution along with

the complaint in this case. The business address of Accused No. 1 is in Bombay. Accused No. 1 is a firm, Accused Nos. 2 to 18 are directors, and Accused Nos. 19 to 20 are its agents. Accused Nos. 19 to 20 were present at the Gandevis Head Office and worked as agents of the firm of Accused No. 1. The operations and administration of the firm of Accused No. 1 were personally overseen and managed by Accused Nos. 2 to 18. In 1999, I was the Manager. At that time, Ketan Seth and Niraj Surati visited our Head Office, and Niraj Surati introduced Ketan Seth as a share broker. Further, Ketan Seth stated that he is a Director of Euro Asian Securities Ltd., and Euro Asian Company is a company registered with the National Stock Exchange, performing well in share and securities markets in Bombay and Pune. In 1999, we informed the accused to purchase securities for our securities requirements. The rules for purchasing these securities are set by RBI India, referred to as SLR. To maintain the bank's SLR, it is mandatory to acquire Government Securities. Therefore, our bank was also required to purchase Government Securities. We had to instruct the accused to purchase them, and the accused purchased the securities. Approximately in 1999, the first transaction for securities took place. This transaction was for a purchase. Securities worth approximately Rs. 25, 77,658.61 were purchased. The payment for this purchase was made through a cheque from Maharashtra Co. Op. Bank. Through this bank payment, the accused purchased the securities, delivered them to the bank, and this deal was executed by the accused in a highly satisfactory manner to gain the trust of our bank. We had bonds of Narmada Nigam with us, and we informed them for their sale and purchase. We paid the difference amount for these sales and purchases. Approximately ten such transactions took place. In the third transaction, when we instructed them to sell securities, the accused provided Contract Nos. 6405 and 6407. A transaction worth approximately Rs. 1, 98, 95,641/- was conducted. Thereafter, to meet our SLR requirements, we purchased 9.85% GOI 2015 securities. The delivery of these securities was not provided.

Subsequently, we demanded the delivery. However, the accused stated that selling the delivery would yield a profit. Therefore, the bank instructed to sell, and the accused sold through Contract Nos. 6405 and 6409. Contract notes were provided for each purchase and sale transaction. I had those contract notes, which I presented at the relevant time. As per these contract notes, the bank was supposed to receive the securities for each transaction. The accused were supposed to provide them at the relevant time but did not. Demands were made for them. However, when demanding these securities, they stated that selling them now would yield a profit and proceeded to sell them. These demands for securities were made through phone, fax, and by sending a person in person. Through TV, newspapers, and other information sources, it was learned that there was some scam in the Home Trade firm. At that time, we felt that the accused had committed fraud with us and breached the promises and trust given. Had the accused not given us promises and assurances, we would not have made this investment. Upon realizing we were deceived, we filed a complaint against the accused at Gandevi Police Station. The police station informed us that justice would be obtained through the court, so the present complaint was filed in the Hon'ble Court. The Hon'ble Court instructed the Police Inspector to register the complaint and investigate. Thereafter, after the police investigation, a chargesheet was filed in the court.

Examination-in-chief postponed due to oral submission by the Learned Advocate on behalf of the complainant.

No Re-Examination.

The witness, after having the testimony read and heard, acknowledges it as true and is recorded.

Signature/- Illegible

(C.G. Mehta)

Additional Chief Judicial Magistrate

Gandevi

In my presence,

Signature/- Illegible

(C.G. Mehta)

Additional Chief Judicial Magistrate

Gandevi

Date: 09/05/2018

Criminal Case No. 2778/04

Further attachment to Exh-147

Continuation of the Testimony of Complainant Champaklal Rangildas in
Criminal Case No. 2778/04, Exh-147

Oath administered:

Further Examination-in-chief by A.P.P. Shri Vasava:

I am shown the original complaint under Item-1, and upon seeing it, I state that this is the same complaint I filed in the Hon'ble Gandevi Court under Criminal Case No. 11/2002. It bears my signature as General Manager and the seal of Gandevi People's Co. Op. Bank. The Hon'ble Gandevi Court ordered the complaint to be sent to Gandevi Police Station for investigation under CrPC Section 156(3). The facts written in this complaint are true. I am shown the original FIR, which was registered at Gandevi Police Station based on the complaint I filed under Criminal Case No. 11/2002 in the Hon'ble Gandevi Court, pursuant to the court's order. It bears the signature of Police Sub-Inspector Shri Jhala. This is the original FIR, which I present. The FIR is recorded and marked as Item- [blank]. In the year 2000, Ketan Seth, Sanjay Agrawal, and Nandkishor Trivedi visited the bank's Head Office in Gandevi. They stated that they had changed the name of Euro Asian Securities Ltd. to Homtrade Ltd. Homtrade Ltd. is an institution registered with the NSE, and its directors are highly professional. Further, they requested to conduct securities business through Homtrade Ltd. They mentioned that Homtrade Ltd.'s sister concern company is Vez India Ltd., and its commercial transactions are handled

by Shahrukh Khan, Hrithik Roshan, Sachin Tendulkar, and Priyanka Chopra. They also requested a visit to their office in Bombay. Our bank's directors visited their office in Bombay. The accused firm's office was fully computerized, air-conditioned, and equipped with modern facilities. The accused further stated that a significant portion of the operations of the Mumbai and Pune Stock Exchanges is conducted through their firm, and they made a grand presentation of their firm's operations. From the outset, the accused's intention was to deceive the bank, and they planned to create a false positive impression on the bank. For the transactions conducted with the accused, they sent written contract notes to the bank. These contract notes included the bank's name, the firm's name, the signature of the person signing on behalf of the accused firm, and details of the securities and transactions. The contract notes bore the signatures of the authorized signatory and director of the accused firm. Approximately six purchase transactions and seven sale transactions were conducted with the accused firm. For the purchase transactions, the accused provided contract notes to the bank. The original contract notes are currently in the possession of Gandevi People's Co. Op. Bank. The seven contract notes for the sale transactions, provided by the accused, are also currently in the bank's possession. Today, I present verified copies of these contract notes with the list of documentary evidence, marked as Exhibits 156/1 to 156/13. All these documents were submitted with the chargesheet. These documents are notarized certified copies from the original records of our bank. All these documents are contract notes.

Due to the submission of the learned advocate to present the original contract notes, which are in the bank's possession, in court, time is granted.

Examination-in-chief adjourned.

The testimony is read and heard to the witness.

Acknowledging it as true, it is recorded.

Signature/- Illegible

(C.G. Mehta)

Additional Chief Judicial Magistrate

Gandevi

Before me,

Signature/- Illegible

(C.G. Mehta)

Additional Chief Judicial Magistrate

Gandevi

Date: 29/08/2018

Criminal Case No. 2078/04

Exh-147, Continuation

Continuation of the Testimony of Complainant Champaklal Rangildas in
Criminal Case No. 2778/04, Exh-147

Sworn Oath

Further Examination-in-chief by A.P.P. Shri Vasava

I have brought the original documents from The Gandevi People's Co. Op. Bank today. These documents are the original contract notes, for which notarized verified copies were presented under Exh-156, listed from Mark-156/1 to 156/13. I am shown Exhibit-156/1, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Subodh Bhandari as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-160.

I am shown Mark-157/2, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Subodh Bhandari as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-161.

I am shown Mark-156/3, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Sanjay Agrawal as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-162.

I am shown Mark-156/4, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Subodh Bhandari as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-163.

I am shown Mark-156/5, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Subodh Bhandari as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-164.

I am shown Mark-156/6, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Subodh Bhandari as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-165.

I am shown Mark-156/7, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Subodh Bhandari as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-166.

I am shown Mark-157/8, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Subodh Bhandari as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-167.

I am shown Mark-156/9, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Sanjay Agrawal as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-168.

I am shown Mark-156/10, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Sanjay Agrawal as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-169.

I am shown Mark-156/11, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Subodh Bhandari as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-170.

I am shown Mark-156/12, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Subodh Bhandari as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-171.

I am shown Mark-156/13, a verified copy, the original of which I have brought today. It contains the name of The Gandevi People's Co. Op. Bank Ltd., the name of the accused Homtrade Ltd., the name of the authorized signatory Ketan Mashkariya, and the signature of Subodh Bhandari as Director. It also includes security details and transaction details. I present the original today, which is recorded and marked as Exh-172.

All these documents were presented in the case filed by the Reserve Bank of India against our bank, under Criminal Case No. 2436/2002, where all documents were marked and numbered. They bear the date and the court's seal. The same documents indicate the summary suit number, date, Mark number, and the registrar's signature, among other details.

The signatures I mentioned on the original documents are recognized by me because, as the Manager of the bank at that time, I saw the accused

frequently visiting the bank's office and signing. Their signatures are also present in the correspondence, so I recognize their signatures. The details in the contract notes presented are true. According to these contract notes, the securities that were supposed to be delivered to the bank as per the contract were not delivered. Only the securities under Mark-156/7 (Exh-166) and 156/8 (Exh-167) were delivered. No further deliveries were made thereafter. The last financial transaction with these accused took place on 26/02/2002, which was a purchase transaction. Despite the accused being fully paid, they did not deliver the securities. To obtain this delivery, we repeatedly contacted the accused via phone, fax, and in-person visits. However, the accused were not found at their place of business or residence, and when met, they would promise to send the securities in a few days. Therefore, the bank passed a resolution and filed a complaint with the police. The police advised us to file a complaint in the Hon'ble Court, so we filed the complaint in the court.

Examination-in-chief adjourned due to the A.P.P.'s submission regarding a pending report.

The testimony is read over to the witness, who acknowledges it as true and is recorded.

Signature/- Illegible

(C.G. Mehta)

Additional Chief Judicial Magistrate

Gandevi

Before me,

Signature/- Illegible

(C.G. Mehta)

Additional Chief Judicial Magistrate

Gandevi

Date: 10/10/2018

Criminal Case No. 2778/04

Further attachment to Exh-147

Continuation of the Testimony of Complainant Champaklal Rangildas in
Criminal Case No. 2778/04, Exh-147

Oath administered....

Further Examination-in-chief by A.P.P. Shri Vasava

Today, I have brought a signed and sealed copy of the resolution granting me authority by the bank. This resolution was made at the relevant time and recorded in the bank's resolution book. The original resolution book is kept at the bank. The resolution, numbered 2(A) (3), was passed on 19/05/2002, and I present its signed and sealed copy. This copy bears the signature of the current Secretary of The Gandevi People's Co. Operative Bank Limited, Gopalbhai, along with the bank's seal and round stamp. I present it. At this stage, the learned advocate for the accused raises an objection, stating that the original document, which is in the bank's custody, should be presented, and that the said resolution does not grant any authority to the named individual. With this objection, the document is recorded and marked as Item-179. Based on this resolution, the complaint under Item-1 was filed. This is because, at that time, I was the General Manager of The Gandevi People's Co. Operative Bank Limited. When we inquired about the delivery of securities from Ketan Seth, Sanjay Agrawal, and Nand Kishor Trivedi, they called us to Surat around 02/04/2002. I, along with the bank's President and a Director, went to Surat, and when we asked about the delivery of securities, they informed us that they

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were not aware of the matter at the moment but would inform us at their Mumbai office. Thus, the accused gave assurances of trust and sent us away. I recognize the accused.

Examination-in-chief is over.

Cross-examination adjourned due to a pending report submitted by the learned advocate for the accused.

The testimony is read over to the witness, who acknowledges it as true and is recorded.

Signature/- Illegible

(C.G. Mehta)

Additional Chief Judicial Magistrate

Gandevi

Before me,

Signature/- Illegible

(C.G. Mehta)

Additional Chief Judicial Magistrate

Gandevi

Date: 05/12/2018

Criminal Case No. 2778/2004

Further attachment to Exh-147

Continuation of the Testimony of Complainant Champaklal Rangildas Mali in
Criminal Case No. 2078/04, Item-140

Oath administered...

Cross-Examination by Learned Advocate Shri S.R. Desai for the Accused

I have been serving in the complainant bank since 1986. Initially, I served as a Recovery Officer. I held that position for approximately ten years. I have completed education up to B.A., LL.B. I practiced law for about ten to twelve years. The complainant bank, Gandevi People's Co.-Op. Bank Ltd., has been in existence since 1952-53 and has been operating under the approval of the Reserve Bank of India (RBI) since then, following RBI guidelines and continuing to do so. At the time of filing the complaint, I held the position of In-Charge General Manager of the bank.

Question: You have not submitted any document in this case to prove that you were serving as the General Manager of the bank at the time of filing the complaint?

Answer: The complaint I filed bears my signature and the bank's seal as General Manager. Additionally, the resolution passed by our bank authorizing the filing of the complaint has also been submitted. Both these documents

demonstrate that I held the position of General Manager at the time of filing the complaint, as per my statement.

It is true that the document under Exh-179 does not explicitly state that I held the position of General Manager. I have been serving as In-Charge General Manager since 1998-99. I retired in 2006, and two years prior to that, I was appointed as General Manager. From 1998 to 2004, I served as In-Charge Manager. Before me, a person named Hasmukhbhai Desai was the General Manager. He likely retired around 1998. Since our bank is a cooperative, it operates under cooperative laws. It is not true that the General Manager and other employees of a cooperative bank are required to undergo mandatory training in cooperative laws.

We have been maintaining SLR (Statutory Liquidity Ratio) from the beginning. We have been investing in Government Securities since 1998-99. We made these investments directly, not through any intermediary. I do not recall at this moment whether we invested in Government Securities before 1998.

It is not true that I falsely stated that Hasmukhbhai Desai retired from the position of General Manager in 1998. I am unaware whether Hasmukhbhai Desai retired after 30/11/2001. I am unaware that Hasmukhbhai Desai was on medical leave from 08/11/2001 to 30/11/2001 and that a resolution, No. 10(8), dated 08/11/2001, was passed to approve his leave. It is not true that I knowingly stated false facts despite being aware that Hasmukhbhai Desai was on medical leave from 08/11/2001 to 30/11/2001 and that a resolution, No. 10(8), dated 08/11/2001, was passed to approve his leave. It is not true that I am giving testimony contrary to the bank's records. The witness voluntarily states that employees are generally not informed about the bank's resolutions.

I was not aware of the details recorded in the resolution book. I was informed in writing by the bank to perform duties as In-Charge General Manager, which is how I came to know about it. It is true that I was informed in writing to perform duties as In-Charge General Manager, but no document regarding this has been submitted in this case. If such a document was provided to me, I would be happy to present it in court. I do not recall the exact date from which Hasmukhbhai Desai served as General Manager, but he likely started in 1994. I can confirm the dates of Hasmukhbhai Desai's tenure as General Manager by referring to the bank's records.

I am shown a copy of the bank's resolution No. 10(8), dated 08/11/2001, from the records. Upon going through it, I state that it mentions that due to Hasmukhbhai Desai being on medical leave, I was assigned the duties of In-Charge General Manager from that date until a new appointment was made. The details mentioned in it are true. Since the accused relies on this document, upon the request of the Learned A.P.P. Shri and the accused, the copy of the said resolution is recorded and marked as Item-186.

It is not true that I falsely stated that I served as In-Charge General Manager from 1998 to 2004. It is true that Hasmukhbhai Desai did not retire in 1998. It is true that Hasmukhbhai Desai was the General Manager of the bank until 30/11/2001.

Cross-Examination is adjourned.

The testimony is read over to the witness, who acknowledges it as true and is recorded.

Signature/- Illegible

(M.P. Mehta)
Additional Chief Judicial Magistrate
Gandevi

Before me,

Signature/- Illegible

(M.P. Mehta)

Additional Chief Judicial Magistrate

Gandevi

Date: 24/04/2019

Criminal Case No. 2778/2004

Further attachment to Exh-147

Date: 01/05/2019

Continuation of the Testimony of Complainant Champaklal Rangildas Mali in
Criminal Case No. 2778/04, Exh-147

Oath administered.

Further Cross-Examination by Learned Advocate Shri S.R. Desai on for the
Accused

Resolutions are drafted by the General Manager and passed in meetings. These meetings are held by the bank's Directors. The bank's operations, such as granting loans, banking activities, and other procedures, are generally conducted in a routine manner. Separate committees exist for different activities, such as loans, deposits, recovery, investments, etc. These committees are composed of the bank's Directors, and the decisions made by the respective committee are implemented in banking operations by the employees after receiving approval from the Board of Directors. The resolution dated 08/11/2001, No. 10(8), marked as Item-186, is indeed a resolution of our bank. I am unaware whether Hasmukhbhai Desai received training in cooperative laws. If any person requests a loan from the bank for any amount, the Board makes the decision to approve or reject the loan. Similarly, for investments in SLR (Statutory Liquidity Ratio), a resolution is first passed in the Board, and only then is the investment made. It is true that for SLR investments, the credibility of the entity through which the investment is made must be verified.

It is not true that I falsely stated that I was the Manager in 1999. Whether there is any evidence on record to show that I was the Manager in 1999, I can confirm after checking the record. It is true that if a person approaches the bank for SLR investments, a note of their visit or their oral request is taken into consideration, and the matter is presented before the Board. The Board then makes a decision in writing, in the form of a resolution. To the best of my knowledge, in 1999, Accused No. 3, Ketan Seth, and Accused No. 19, Niraj Surati, visited our bank. It is not true that Accused No. 3, Ketan Seth, has never visited our bank to this day. It is true that I do not have any written evidence regarding their visit to our bank. It is true that I filed the present complaint in writing. It is true that the written complaint, as per the details I provided, was prepared by my learned advocate. In response to whether there is any written evidence to show that Ketan Seth was a Director of Euro Asian Securities Ltd., I state that I can confirm this fact by reviewing the record. It is true that, upon reading the record, it appears there is no evidence on record to support this. It is true that, as per the original complaint, Accused No. 1, the company Homtrade Limited, is a company duly formed under the law. It is not true that I arbitrarily listed the names of the accused as Directors, and that there are no such Directors. We obtained evidence regarding this from the Company Law Board. Whether this evidence has been submitted in this case, I can confirm after reading the record.

Upon reading the record, it appears that the said document is not present, but if it exists in the bank, I am ready to present it. It is true that the private complaint I filed in court was under IPC Sections 406, 420, and 120(B). It is true that I do not have a case claiming that the accused, with the intent to commit fraud or deceive, created false documents or forged valuable securities. It is not true that only the Board of Directors would have knowledge of the accused's transactions with the bank, and I have no information regarding that. It is not

true that, as I was serving as a Recovery Officer in the bank, I have no information about the transactions.

When investing in SLR, a contract note is to be prepared with the concerned company. In the contract notes presented from Exhibit-160 to Exhibit-172 for this purpose, it is written that the jurisdiction for disputes is the Bombay Court, and it is stated that the matter should be referred to arbitration. The witness voluntarily states that we went to arbitration, but they did not appear. It is true that no evidence of arbitration has been presented in this matter.

It is true that no evidence has been presented on record to show that the bank raised any objection regarding the non-preparation of a contract note as per discussions, and no such objection has been raised to date. It is not true that there are other contract notes, apart from those presented, which I have not submitted in this matter. All the presented contract notes of this type have been prepared on a principal-to-principal basis. Apart from this complaint, other actions have also been taken against the accused, including in the NSE, SEBI, Bombay Crime Branch, Reserve Bank, and a civil summary suit filed in the Gandevi Court. It is true that no record has been presented in this matter regarding the complaints filed with the NSE, SEBI, Bombay Crime Branch, and Reserve Bank. We filed Summary Suit No. 1/2002 against the accused. The basis of the summary suit was a cheque.

Due to lack of time, further questioning...

Sworn again...

Further cross-examination started by the accused's side...

It is true that this summary suit was prepared by my lawyer as per my instructions and details.

Question: In your earlier statement, you mentioned that the accused visited our bank's Gandevi branch in 1999, whereas in my summary suit, it is stated that the accused visited in May 2002. Which of these two facts is true?

Answer: The fact stated in the complaint that they visited in May 2000 is true. It was written in the suit due to a typing mistake.

It is not true that I filed a false suit and am giving false testimony.

It is true that I have not filed any amendment application in court to date to correct the typing error in the suit.

It is not true that I obtained a decree by false means.

It is true that I have no evidence to show that the accused visited the bank in May 2000.

It is not true that, despite the accused No. 3, Ketanbhai Seth, never visiting our bank in 1999 or May 2000, I am falsely stating that they visited.

It is true that, as per the contract note, payments were made between the accused and us as per the transactions.

It is true that transactions with Home Trade Company took place as per the contract notes dated 20.01.2001 (Exhibits-160, 161, 166, and 167).

It is true that in these transactions, we paid Rs. 63, 79,986.02 to the accused company, Home Trade, as the difference.

It is true that transactions with the company took place on 23.10.2001 (Exhibits-162, 168, and 169).

It is true that in these transactions, we received Rs. 19, 52,069.44 from the accused company, Home Trade, as the difference.

It is true that the financial account was settled.

The witness voluntarily states that, however, the company did not deliver the goods.

It is true that the accused delivered the securities of Exhibits-166 and 167 to us.

It is not true that the delivery of securities takes four to five months.

The witness voluntarily states that it takes one and a half to two months.

It is true that we purchased securities through the contract note of Exhibit-162.

It is true that in the transaction with the accused on 15.11.2001, we sold the securities of Exhibit-162 and purchased securities from Exhibit-163, and in that transaction, our bank paid Rs. 56, 24,972.33 to Home Trade.

It is true that further transactions took place between our bank and the company from 26.12.2001 through Exhibits-164 and 171, in which Rs. 10, 58,409.73 was paid by Home Trade to our bank. Despite the full amount being paid, delivery was not given to us.

It is true that these purchase and sale transactions were conducted on the instructions of our bank.

It is not true that we sold the securities before receiving their delivery, which is why we did not receive the delivery of the securities.

At this stage, further cross-examination adjourned...

Cross-examination adjourned...

The testimony was read and acknowledged as true by the witness and recorded.

Ad/- Illegible

(M. P. Mehta)

Addl. Chief Judi. Magistrate,

Gandevi.

Ad/- Illegible

(M. P. Mehta)

Addl. Chief Judi. Magistrate,

Gandevi.

Date: 01.05.2019.

Criminal Case No. 2778/2004

Further attachment to Exhibit 147

Date: 13/05/2019

Continuation of the testimony of complainant Champaklal Rangildas Mali in Criminal Case No. 2778/04 with Exhibit-147:

Oath administered.

Further cross-examination by Adv. Shri. S.R. Desai for the accused.

It is not true that as of 26/12/2001, there were no financial dues pending with Home Trade. On 26/12/2001, our bank had Rs. 2 crore and 90 lakh rupees pending to be received from Home Trade, and evidence regarding this is presented with Exhibit-171. Today, in Summary Suit No. 1/2002 filed against Home Trade Company, a certified copy of the settlement letter of the contract notes regarding the purchase and sale transactions between the bank and Home Trade on 26/12/2001 is shown with Exhibit-110, and it is stated that Rs. 10, 58,409.73 was pending to be received from Home Trade on 26/12/2001. The true copy of the said letter is presented today by the accused's side, and with the consent of the complainant's side, it is recorded as Exhibit-189. It is true that our bank was paid Rs. 10, 58,409.73 by Home Trade Company. It is not true that we have no pending amount to be received from Home Trade. It is true that thereafter, further transactions took place with Home Trade on 26/02/2002. It is true that in these transactions, two contract notes, Exhibits-165 and 172,

were made regarding purchase and sale, and in these two transactions, a total of Rs. 33, 11,000/00 was to be paid by our bank to Home Trade. It is true that our bank did not pay this amount to Home Trade. The witness voluntarily states that this amount was not paid because the delivery of government securities has not been given to us to date. It is true. In this regard, a cheque of Rs. 2, 96, 45,114.58 was given by Home Trade on 10/06/2002. It is true that in contract note No. 7558, the government securities to be given earlier on 26/02/2002 were canceled, and in lieu of that, a settlement was made, and a cheque of Rs. 2, 96, 45,114.58 was given. It is true that in the contract notes, the short form written as T.D. stands for Trade Date, and S.D. stands for Settlement Date. It is true that we did not raise any written objection against these contract notes. It is not true that the first transaction with Ketan Seth & Co. took place in 1999. It is not true that Ketan Seth gave Rs. 25 lakh to our bank regarding government securities. I am shown a police inquiry presented by our bank from the record of 1999, given by Ketan Seth to our bank, in which Ketan Seth's name is written as the transferee.

It is true that the accused in this case have been conducting large-scale business in the purchase and sale of government securities and shares. It is not true that Ketan Seth & Co. and Giltedge Management Services Ltd. conduct the business of buying and selling government securities. It is not true that I have not seen the charge sheet of this case. Before filing the present complaint, I obtained the latest written information from the Registrar of Companies regarding who the directors of Home Trade Company are. It is true that I have not presented this information in this matter. It is not true that all the persons mentioned in the complaint are not directors of Home Trade Company. It is true that all financial transactions and government security delivery transactions with Home Trade up to 20/01/2001 have been completed. It is true that the subsequent transaction took place on 23/10/2001. From 20/01/2001 to 23/10/2001, we had no financial or government security dues pending from

Home Trade Company. I am not aware that on 19/05/2001, the accused Ketan Seth resigned from the said company. It is not true that, despite knowing this fact, I did not present the information in court. It is not true that the police noted during the investigation that the accused Ketan Seth had resigned from the directorship of Home Trade Company, and despite this fact existing, I knowingly stated that I am unaware of it. It is true that no evidence has been presented on record regarding the accused's signature on the contract notes, cheques, or any other documents between our bank and Home Trade. I do not recall whether the accused Ketan Seth, as a director of Home Trade Company, conducted any correspondence. It is true that no written evidence has been presented in this matter to show that I met the accused Ketan Seth. It is not true that I am stating that I recognize Ketan Seth because I saw him when he appeared in this case. It is not true that, as I was serving as a Recovery Officer in the bank, I have no information regarding the transactions with Home Trade. On 02/04/2002, I, along with Akshaybhai Desai, President, and a bank director whose name I do not recall, went to Surat to meet the directors of Home Trade, including Ketan Seth, Sanjay Agarwal, and Subodh Bhandari. That meeting was an official meeting. It is not true that it is mandatory to record the details of the said official meeting in our bank's minute's book. I cannot say whether such a record is required to be maintained. It is true that the fact of meeting the accused Ketan Seth in Surat on 02/04/2002 is not mentioned in my complaint or suit and is stated for the first time in the testimony. It is not true that the fact of meeting Ketan Seth on 02/04/2002 is completely false and stated to implicate him. It is true that I have no written evidence regarding meeting the accused Ketan Seth on the said date. It is not true that Ketan Seth never visited our bank, never met us, or never gave any promise, assurance, or confidence to invest in Home Trade. It is true that our bank passes a resolution to invest in government securities, and the resolution also notes through whom the investment is to be made. It is true that our bank invested in government securities through Niraj

Surati and Kruti Niraj Surati. The witness voluntarily states that both these individuals were agents of Home Trade Company. I have not presented any evidence to show that both these individuals were agents of Home Trade Company, and I can confirm this after checking the record. It is not true that to date, neither I nor any person from our bank has directly met any director of Home Trade Company, and our transactions were conducted through Niraj Surati and Kruti Niraj Surati. It is true that the Reserve Bank of India filed Criminal Case No. 2436/2004 against our bank, its directors, and manager, regarding the violation of government security regulations. The witness voluntarily states that the trial court acquitted us, and the appeal is pending in the Hon. High Court. It is not true that the present complaint was filed to falsely pressure Ketan Seth, a major share broker, by falsely stating that he was a director of the company at the time of the disputed transactions, and false testimony was given against the record.

Cross-examination completed...

The testimony was read and acknowledged as true by the witness and recorded.

Signature/- Illegible

(M.P. Mehta)

Addl. Chief Judicial Magistrate

Gandevi

Signature/- Illegible

(M.P. Mehta)

Addl. Chief Judicial Magistrate

Gandevi

Date: 13/05/2019

In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi

Criminal Case No. 2778/04

Exhibit No. 148

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 5/6/18

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 149**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Adjournment Application

In the above matter, we, the complainant, humbly request the Hon.
Court:

This case is on evidence today. However, we need to obtain the contract
note and documents in this case. In the larger interest of justice, we humbly
request to grant one adjournment.

Place: Gandevi

Date: 5/6/2018

Sd/- Illegible

(Champakbhai Rangildas Mali)

Signature of the Complainant

Sd/- Illegible

APP

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 150**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case is unable to remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 27/6/2018

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 151**

Complainant: Shri Government

Versus

Accused: Ketanbhai Kantilal Seth & Others

Adjournment Application

In the above matter, we, the complainant party, humbly request the Hon.
Court:

This case is on evidence today. However, we wish to further study the
documents in this case. In the larger interest of justice, we humbly request to
grant one adjournment.

Place: Gandevi

Date: 27-6-2018

Sd/- Illegible

(Champakbhai Rangildas Mali)

Signature of the Complainant

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 152**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to heavy rainfall in Mumbai causing roads to be closed, the accused in this case is unable to remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the larger interest of justice to grant an adjournment for today's absence.

Date: 11/7/2018

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 153**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 25/7/2018

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 154**

Complainant: Shri Government

Versus

Accused: Ketanbhai Kantilal Seth & Others

Adjournment Application

In the above matter, we, the complainant, humbly request the Hon. Court:

This case is proceeding on evidence today. However, we need to further study the documents in this case. In the larger interest of justice, we humbly request to grant one adjournment.

Place: Gandevi

Date: 25-7-2018

Sd/- Illegible

(Champakbhai Rangildas Mali)

Signature of the Complainant

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 155**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 29/8/2018

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 156**

Complainant: Gandevi Peoples Co. Op. Bank Limited

Versus

Accused: Firm named Home Trade & Others

List of Documentary Evidence on Behalf of the Complainant

Sr. No. | Details | Date

- 1 | Verified copy of Contract Note No. 6407 given by the accused to the complainant bank | 16/1/2001
- 2 | Same Contract Note Number / 6405 | Same
- 3 | Same Contract Note Number / 6813 | 22/10/2001
- 4 | Same Contract Note Number / 6868 | 15/11/2001
- 5 | Same Contract Note Number / 6941 | 16/12/2001
- 6 | Same Contract Note Number / 7437 | 26/2/2002
- 7 | Same Contract Note Number / 6406 | 16/1/2001
- 8 | Same Contract Note Number / 6409 | 16/1/2001
- 9 | Same Contract Note Number / 6817 | 22/10/2001
- 10 | Same Contract Note Number / 6815 | 22/10/2001
- 11 | Same Contract Note Number / 6867 | 15/11/2001
- 12 | Same Contract Note Number / 6939 | 16/12/2001
- 13 | Same Contract Note Number / 7435 | 26/2/2002

Date: 29/8/2018

Sd/- Illegible

Champakbhai Rangildas Mali

CONTRACT NOTE
 (Regulation 3.5)

Subject to the Jurisdiction of the courts in India

CONTRACT NO. LBL/INSE/2001 - 2,000,000 6407
 Constituent Order Ref. No.

Stamp as required under Article 3(10) OR Article 5(6) of schedule I to the Bombay Stamp Act, 1958.

For HOME TRADE LTD.

home trade ltd.
 Tower-27A, Bhat, International
 Building Park, Bhat, Bhat, 400 703
 Tel: 022 701 3164, 701 3165, 701 3166

Stamp as required under Article 3(10) OR Article 5(6) of schedule I to the Bombay Stamp Act, 1958.

SECURITY DETAILS

Order No.	ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (in Lacs)
GS 2012	GS	CG 2012	11.03	NA	100.00	101.25			NA

TT - Trade Type

OA - Order Attributes

Trade Date	16/01/2001	Settlement Date	20/01/2001
CPN	CPN	PV/SV (Rs.)	BR (Rs.)
EURO	10/01/2001	10,125,000.00	6,127.78
TC	TC	TDS	0.00
10,131,127.78			

(RENR - REPONON REPO)

TT - Trade Type

ON	IN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
10/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001

TT - Trade Type

ON	IN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
10/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001

TT - Trade Type

ON	IN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
10/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001

TT - Trade Type

ON	IN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
10/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001

TT - Trade Type

ON	IN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
10/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001

TT - Trade Type

ON	IN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
10/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001

TT - Trade Type

ON	IN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
10/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001

TT - Trade Type

ON	IN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
10/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001

TT - Trade Type

ON	IN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
10/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001

TT - Trade Type

ON	IN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
10/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001	20/01/2001

TT - Trade Type

ON	IN
----	----

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

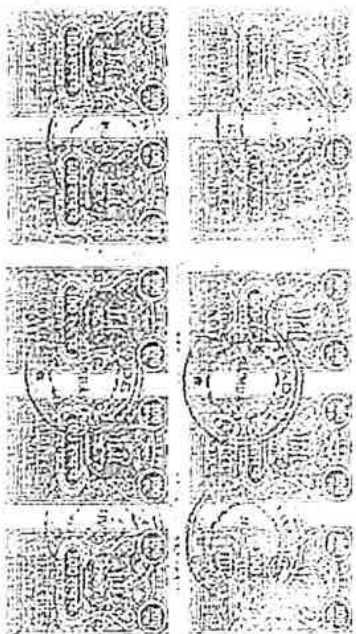
BOMBAY

Yours Faithfully

Member of National Stock Exchange of India Ltd. Bombay

For NSE TRADE LTD

[Signature]
Authorized Signatory/Director



CONTRACT NOTE
 (Regulation 15)

To, **THE ANDEVI PEOPLES CO-OPERATIVE BANK LTD**
BAZAR GANDEVI
DISTRICT - NAVSARI

CONTRACT NO. **LBLNSRZ001 - 2,000,000 6,405**
 Constituent Order Ref. No. **3122**
 Stamp as required under Article 43(1) OR Article 50) of schedule I to the Bombay Stamp Act, 1958.

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals is

I have this day done by your order and to your account the following transactions:

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (in Lacs)
CG2012	TT	CG2012	10.25		NA	100.00	96.25		NA

SECURITY DETAILS

Trade Date: 16/01/2021 Settlement Date: 20/01/2021

OA - Order Attributes (RE/IR - REPO/ON REPO)

ON	IN	TT	CBN	CPN	LP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
				EURO	01/12/2020	9,625,000.00		139,513.89	0.00	9,764,513.89

TDS - Tax Deducted
 AI - Accrued Interest
 TC - Total Consideration

B/S - Buy/Sell
 ON - Order No.
 TN - Trade No.

CPN - Counter Party Participant Name
 SD - Settlement Date
 LP - Last Interest Payment Date

PV - Purchase Value
 SV - Sale Value
 BR - Brokerage

TT - Trade Type
 TT - Trade type

TT - Trade Type
 TT - Trade Date
 CBN - Counter Party Broker Name

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and interest separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us for all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

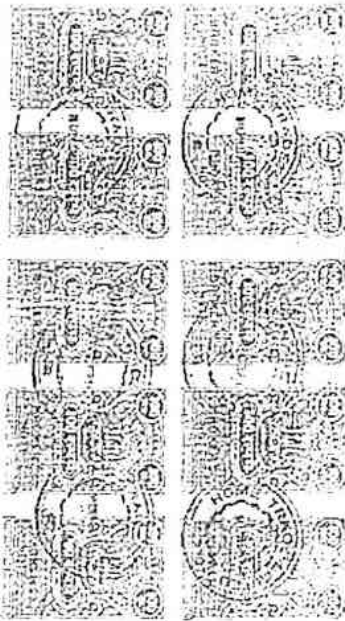
BOMBAY

Yours Faithfully

Member of National Stock Exchange of India Ltd Bombay

For HOME TRADE LTD.

Authorized Signatory/Director



VERIFIED COPY
MUSFASHA A. SHEIKH
ADVOCATE & NOTARY
GOVT OF INDIA
NEW DELHI

Subject to the jurisdiction of the courts in India

Contract Note Issued by members action for constituents as Brokers & Agents or principals

CONTRACT NO. LULANSE/2001 - 2,002M00 6,813

Constituent Order Ref. No.

Stamp as required under Article 33(f) (ii) Article 1 to the Revenue Stamp Act, 1958

FOR HOME TRADE LIMITED

We have this day done by your order and to your account the following

SECURITY DESIGNS

Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (in Lacs)
GOI 2015	9.85		NA	200.00	101.00		NA

T - Security Type	TT - Trade Type	OA - Order Attributes	(RENT - REFINON REPO)

TRADE DATE		SETTLEMENT DATE	
22/10/2001	23/10/2001		

IN	TT	CBN	CPN	LTP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
1:29:16					20,200,000.00		38,305.56	0.00	20,238,305.56

Siddons

ES - Buy/Sell	TT - Trade Time	CPN - Counter Party Participant Name	PV - Purchase Value	TDS - Tax Deducted
ON - Order No.	TD - Trade Date	SD - Settlement Date	SV - Sale Value	AI - Accrued Interest
... Trade No.	CBN - Counter Party Broker Name	LP - Last Interest Payment Date	BK - Brokerage	TC - Total Consideration

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay, and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute an agreement between you and me/us that all claims (whether admitted or not) in reference and dispute in respect of any dealings, transactions and contracts entered into prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts have been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMLAY

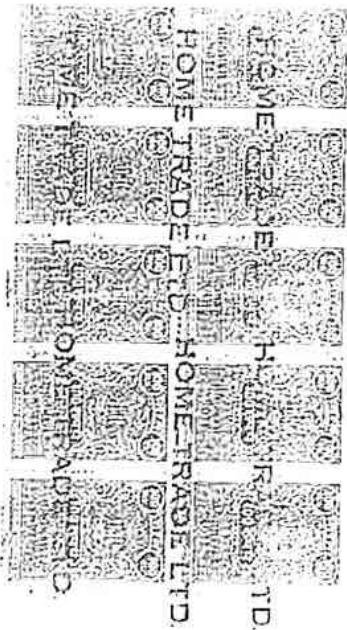
Yours Faithfully

Member of National Stock Exchange of India Ltd, Bombay

For HOME TRADE LTD.
Signature of Signatory/Director

VERIFIED COPY

MUSUFBHAI A. SHEKH
ADVOCATE & NOTARY
GOVT OF INDIA
"VYSADH" DISTRICT COURT, BOMBAY



CONTRACT NOTE
(Regulation 3.5)

Subject to the jurisdiction of the courts in India

ation for constituents as Brokers & Agents or principals

home trade ltd.

CONTRACT NO. IBL/NSF2001 - 2,002/000 6,859

Constituent Order Ref. No.

Stamp is required under Article 43(f) OR Article 5(s) of schedule I to the Bombay Stamp Act, 1958.

Ref: _____

Instructions: Fill in the blank.

[Signature]

[illegible]

TT	Repo Period	Value (in Rs. Lacs)	Price (in Rs. Lacs)	Repo Rate	OA
----	----------------	------------------------	------------------------	--------------	----

	(in Rs.)	(in Lacs)	Rate (%)	(in Lacs)
...				

NA	250.00	106.50	NA
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VA					
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QA - Order Attributes

201 Settlement Date 15/1/2001

10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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LT	FVSF (Rs.)	BR (Rs.)	AI	TDS	TC
----	------------	----------	----	-----	----

3/2001	26,625,000.00	663,666.67	0.00	27,291,
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Counter Party Participant Name	PV - Purchase Value	TDS - Tax Deducted*
Settlement Date	SV - Sale Value	

SV - Sale Value
BR - Brokerage
AI - Accrued Interest
TC - Total Consideration

TT - Trade Time

TD - Trade Date
CBN - Counter Party

100

CC/2778/2004 File-1 of 2 (English pages 1 to 612) (English of Gujarati pages 1 to 940)

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these and within the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute an agreement between you and me/us that all claims (whether admitted or not) differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

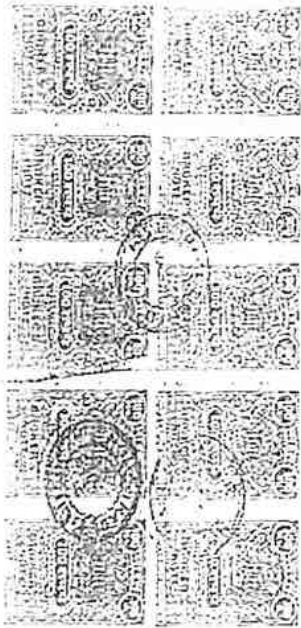
BOMBAY

Yours faithfully,

Member of National Stock Exchange of India Ltd. Bombay

For HOMEFIN LTD. 100V

Authorized Signatory/Clerk



VERIFIED

MUSFERHAI A. SHEIKH
ADVOCATE & NOTARY
GOVT OF INDIA
MUMBAI

CONTRACT NOTE
 (Regulation 35)

Subject to the Jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals
 અહીં ચર્ચિત્વથી મેળુ.

THE GANDEVI PEOPLES CO-OPERATIVE BANK LTD
 ૩૧/૦૧/૨૦૧૪
 ૨૦૧૩-૧૪
 ૨૦૧૩-૧૪

CONTRACT NO. LBLN/SE2001 - 2,002,000 6,941
 Constituent Order Ref. No. ૩૧/૦૧/૨૦૧૪
 Stamp as required under Article 43(f) OR Article 5(b) of schedule I to the Bombay Stamp Act, 1958.

We have this day owing by your order and to your account the following transactions: ૩૧/૦૧/૨૦૧૪

SECURITY DETAILS

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (in Rs.)	Repo Rate (%)	OA (in Lacs)
16125001604	TT	CG 2010	7.50	NA	NA	275.00	100.75		NA

TT - Trade type
 OA - Order Attributes
 REPO - REPO/ON REPO

TRANSACTION DETAILS

ON	TN	TT	CBN	CPN	LP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
16125001604	54.06	1:10:35		HOME TRADE	12/1/2001	27,705,250.00		252,083.33	0.00	27,958,333.33

TT - Trade Time
 TD - Trade Date
 CBN - Counter Party Broker Name
 CPN - Counter Party Participant Name
 LP - Last Interest Payment Date
 PV - Purchase Value
 SV - Sale Value
 BR - Brokerage
 TDS - Tax Deducted
 AI - Accrued Interest
 TC - Total Consideration

Home Trade Ltd.
 Tower 4, 5th Floor, International
 Subrock Park, Fort Mumbai - 400 001
 ૦૨ ૨૨૨૨ ૨૨૨૨ ૨૨૨૨ ૨૨૨૨

For HOME TRADE LIMITED
 ૩૧/૦૧/૨૦૧૪
 ૩૧/૦૧/૨૦૧૪

This contract is made subject to the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay and Stock Government/Regulatory Bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

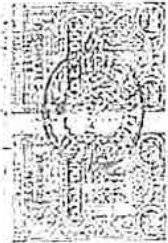
This contract constitutes and shall be deemed to constitute as provided hereunder an agreement between you and me/us that all claims (whether admitted or not) difference and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

Member of National Stock Exchange of India Ltd, Bombay

For the TRADE TRUST

Authorized Signatory/Officer



VERIFIED COPY

VUSUBHAIA SHEKHAR
ADVOCATE & NOTARY
GOVT. OF INDIA
LAW & PUBLICITY CO., LTD.

CONTRACT NOTE
 (Regulation 33)

Date: 29/01/2022
 29/01/2022

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

home trade ltd.
 T-20, 1st Floor, 1st Avenue,
 Malabar Park, New Market, 400 004,
 Tel: 022-2444 7501/2502 Fax: 022-2441 1500

CONTRACT NO. HBLNSE2002 - 2.001000 7.437
 Constituent Order Ref. No.
 Stamp as required under Article 43(1) OR Article 43(2) of schedule-1 to the Bombay Stamp Act, 1958.
 For HPM TRADE LIMITED
 HPM Trade Limited
 11, Aurangzeb S. Dastur, Director

We have this day done by your order and to the following transactions:

Order Number	Security Name	Issue	TT	Repo Period	Value (in Rs. Lacs)	Price (in Rs.)	Repo Rate (%)	OA (in Lacs)
GOI 2017	GOI 2017	8.07		NA	275.00	104.55		NA

OA - Order Attributes
 (REPAIR - REPONON RETO)

Trade Date: 26/02/2002 Settlement Date: 27/02/2002

DS	ON	TN	TT	CBN	CPN	LIP	PWSV (Rs.)	BR (Rs.)	AI (Rs.)	TDS	TC
2602300125	77.001	15:5525			MONETRADE	15/01/2002	28,751,250.00		258,912.50	0.00	29,010,162.50

TRANSACTIONS DETAILS

Remarks:

TDS - Tax Deducted
 AI - Accrued Interest
 TC - Total Consideration

PV - Purchase Value
 SV - Sale Value
 BR - Brokerage

CPN - Counter Party Participant Name
 SD - Settlement Date
 LIP - Last Interest Payment Date

TT - Trade Time
 TD - Trade Date
 CBN - Counter Party Broker Name

ST - Trade Type

THE GANDEVI PEOPLES CO-OPERATIVE BANK LTD
 RAZAR GANDEVI
 DISTRICT - NAYSARI
 990 360
 Pin Code

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokers has been appointed and has been at rates not exceeding the official scale of brokerage and indicated as follows.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any dispute whether admitted or not, difference or dispute arising between you and us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

The contract is made and shall be deemed to constitute an agreement between you and us that all claims whether admitted or not, difference and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date have been effected in or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

Member of National Stock Exchange of India Ltd Bombay

For HONGKONG & COMPANY LIMITED

[Signature]
Authorized Signatory

VERIFIED COPY

VISUFBH/A. S. SINGH
ADVOCATE & NOTARY
GOVT OF INDIA
KANSARIMARG, PUNJAB

[illegible]

This contract is made subject to the Rules, Bye-Laws and Regulations and usages of the National Stock Exchange of India Limited, Bombay and other Government Regulations, Bodies as applicable.

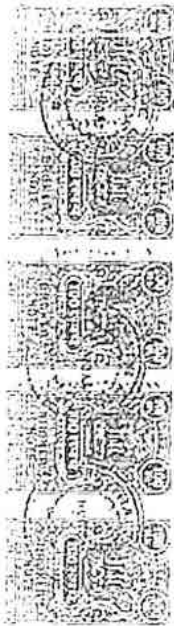
Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me to that all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY



Member of National Stock Exchange of India Ltd. Do not

Yours faithfully

For NSE

Authorized Signatory

[Handwritten signature]

CONTRACT NOTE
(Regulation 3.3)

Subject to the Jurisdiction of the courts in India

Subject to the Jurisdiction of the courts in India

29.01.2012

TRADE GANDEVI PEOPLES CO-OPERATIVE BANK LTD.
BAZAAR GANDEVI
DISTRICT - NAVSARI
396 360
Pin Code: 396 360

Pin Code: 396 360

For this day done by your order and to your satisfaction

CONTRACT NO. LBLN/SE2001-2,000,000 6,409

Consistent Order Ref. No.

Stamp as required under Article 43(1) of schedule I to the Bombay Stamp Act, 1958

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

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For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

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For HOME TRADE LTD.

For HOME TRADE LTD.

For HOME TRADE LTD.

ST	Security Name	Issue	TT	Repo Period	Value (in Rs. Lacs)	Price (in Rs.)	Repo Rate (%)	OA (in Lacs)
SSNL 2009	SSNL 2009	13.90		NA	100.00	102.40		NA

(RENR - REPONON REVO)

OA - Order Ambuces

Trade Date 16/01/2001 Settlement Date 20/01/2001

B/S	ON	TN	TT	CBN	CBN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	03/01/2001	12.04	12.56:03		EURO	15/09/2000	10,240,000.00		483,643.84	0.00	10,723,643.84

TS - Buy/Sell
ON - Order No.
TN - Trade No.

TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker Name

CFN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BR - Brokerage

TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.
 Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim whether admitted or not, difference or dispute arising between you and me/us out of this contract, the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims whether admitted or not, differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

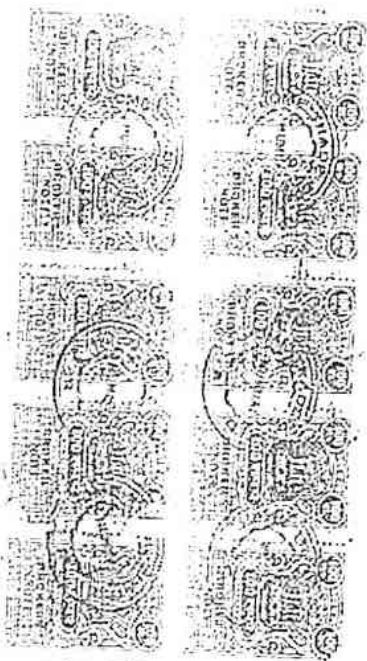
Yours faithfully

Member of National Stock Exchange of India Ltd. Bombay
 For HOME TRADE LTD.

Authorized Signatory/Director

VERIFIED (COPI)

MUSUFBHAI A. SHEIKH
 ADVOCATE & NOTARY
 GOVT. OF INDIA
 KANUN DISTRICT, G.



17. 9/15/12
21. 21. 299/108
21. 21. 299/108

Pa. 319C

home trade ltd.
Tower 4, 5th Floor, International
Business Park, New Market - 400 201
(P) 012750 344 241 255, Fax 0127 912 912

CONTRACT NOTE
(Regulation 3.5)

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

Contract note issued by order and register

CONTRACT NO. LELANSE/21001 - 2,002,000 6,817

Constituent Order Ref. No.

Stamp as required under Article 43(f) of schedule I to the Bombay Stamp Act, 1958.

For HOME TRADE LIMITED

Authorised Signatory/Director

Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (In Lacs)
CC7012	10.25		NA	100.00	103.85		NA

Trade Date: 22/10/2001 Settlement Date: 23/10/2001

OA - Order Attributes (RENR - REPO/NON REPO)

BS	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	22/10/2001	1110	55.04	2:10:30		HOME TRADE	10,385,000.00		404,565.56	0.00	10,789,305.56

Codes

BS - Buy/Sell
ON - Order No
TN - Trade No
TT - Trade Time
CBN - Counter Party Broker Name
CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date
PV - Purchase Value
SV - Sale Value
BR - Brokerage
TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration

6012555
62642
2000/12/28

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government Regulatory bodies as applicable.

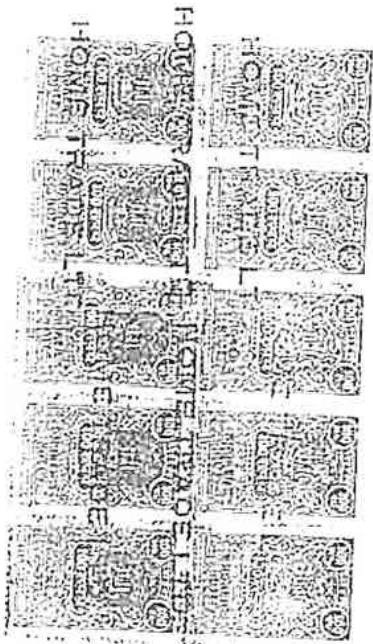
Performance has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute an agreement between you and me/us that all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions and contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY



Yours faithfully

Member of National Stock Exchange of India Ltd Bombay

For HOME TRADE
Consent Signatory/Director

VERIFIED

USUF GHANI A. SHEIKH
NOTARY
GOVT OF INDIA
KASABPURA, BOMBAY

[illegible]

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

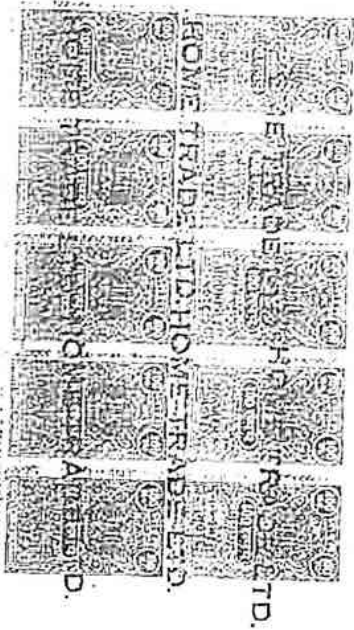
Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

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This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not) differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY



Member of National Stock Exchange of India Ltd. Bombay

Yours Faithfully

For HOME TRADE LIMITED

[Signature]

VERIFIED COPY

W. S. SHAIK A. SHEIKH
NOTARY PUBLIC
GOVT OF INDIA
NEW DELHI

[illegible]

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay, and other Government Regulatory bodies as applicable.
Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage rates, attached separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim, whether admitted or not, difference or dispute arising between you and me out of these transactions, the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute an agreement between you and me, and all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

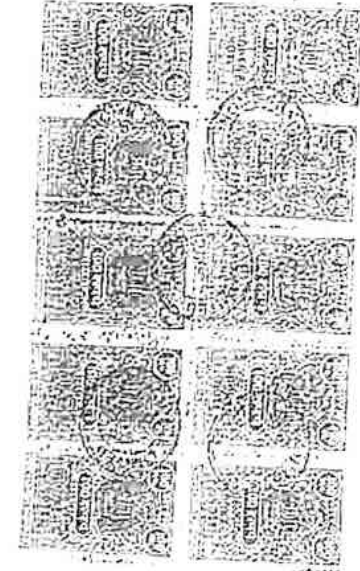
BOMBAY

Member of National Stock Exchange of India Ltd. Bombay

For HOME TRADE LIMITED

Authorized Signatory/Secretary

Yours faithfully,



VERIFIED

MUSFARAH A. SHEKH
NOTARY
GOVT OF INDIA
KARNATAKA DISTRICT 19/01/2011

[illegible]

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay, and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

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BOMBAY

Yours faithfully

Member of National Stock Exchange of India Ltd. Bombay

FOR HOME TRADE LIMITED

Y. S. Desai
Managing Director



VERIFIED

USUBHANA STEEL
ADVOCATE & NOTARY
GOVT. OF INDIA
RAVSAHIB DISTRICT, RA.

[illegible]

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay, and other Government Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

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I do contract constitute, and shall be deemed to constitute as provided overlaid an agreement between you and me/us that all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

Yours Faithfully,

Member of National Stock Exchange of India Ltd. Bombay
For HOME TRADE LIMITED

Shamsher Singh
Shamsher Singh, Director

VERIFIED

"USUFABALI A. SHEIKH"
A JUDICIAL & NOTARY
GOVT OF INDIA
"ASAPUR" 400 000 000



**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 157**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 12/9/2018

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 158**

Complainant: Shri Government

Versus

Accused: Ketanbhai Kantilal Seth & Others

Adjournment Application

On behalf of the complainant, we, the A.P.P. Shri, humbly request the Hon. Court:

The said case is on evidence today. However, the complainant in this case is engaged in social work today and cannot remain present in your Hon. Court. Therefore, in the larger interest of justice, we humbly request to grant one adjournment.

Place: Gandevi

Date: 12-9-2018

Sd/- Illegible

A.P.P.

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 159**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 10/10/2018

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

CONTRACT NOTE
(Regulation 3.5)

98.3/23

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

THE GANDEVI PEOPLES CO-OPERATIVE BANK LTD
HAZAR GANDEVI
DISTRICT - NAVSARI
396 352
Pin Code - 396 352

CONTRACT NO. LBLANSE/2001 - 2,600,000 6,497

Constituent Order Ref. No. Stamp is required under Article 43(f) of schedule 1 to the Bombay Stamp Act, 1938.

For HOMIE TRADE LTD.

For HOMIE TRADE LTD.

For HOMIE TRADE LTD.

For HOMIE TRADE LTD.

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For HOMIE TRADE LTD.

For HOMIE TRADE LTD.

For HOMIE TRADE LTD.

For HOMIE TRADE LTD.

SECURITY DETAILS

Order Number	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (in Lacs)
0016012001214	CG 2012	11.03		NA	100.00	101.25		NA

(RENR - REPO/NON REPO)

OA - Order Attributes

TT - Trade type

ST - Security Type

TRANSACTION DETAILS

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
B	1001601200121	32.03	2:25:09		EURO	18/01/2001	10,125,000.00		6,127.78	0.00	10,131,127.78

CODES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker Name
CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date
PV - Purchase Value
SV - Sale Value
BR - Broker-ge
TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration

24/8-250
 24/8-250
 24/8-250

24/8-250
 24/8-250
 24/8-250

24/8-250
 24/8-250
 24/8-250

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay, and other Government/Regulatory bodies as applicable.
 Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

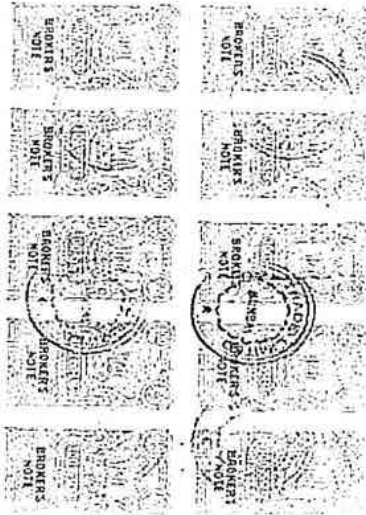
In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

Member of National Stock Exchange of India Ltd. Bombay

Yours faithfully
 For and on behalf of
 National Stock Exchange of India Ltd.
 Director



CONTRACT NOTE
(Regulation 3.2)

Subject to the Jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

To,
THE GANDHI PEOPLES CO-OPERATIVE BANK LTD
BAZAR GANDEVI
DISTRICT - NAVSARI
Pin Code

CONTRACT NO. 1 RELEASE/2001 - 2,000,000 6,405
Constituent Order Ref. No.

Stamp is required under Article 13(1) OR Article 50 of schedule 1 to the Bombay Stamp Act, 1958

I have this day done by your order and to your account the following transactions

SECURITY-DETAILS

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (in Rs. Lacs)	Price (in Rs.)	Repo Rate (%)	OA (in Lacs)
0016012001212	ST	CG2012	10.25		NA	100.00	95.25		NA

ST - Security Type

TT - Trade type

OA - Order Attributes
(RENR - REPONON REPO)

TRANSACTION DETAILS

Trade Date 15/01/2001 Settlement Date 20/01/2001

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
U	0016012001212	32.02	215.03		EURO	01/12/2000	9,625,000.00		139,513.89	0.00	9,764,513.89

CODES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.

TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker Name

CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BR - Brokerage

TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration

2418-252
 2418-252
 2418-252
 2418-252

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

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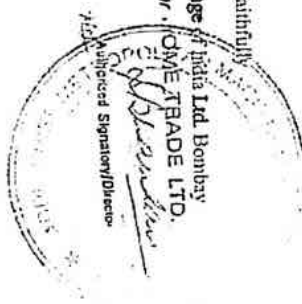
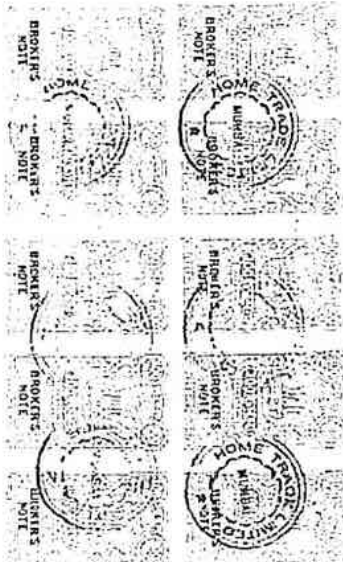
BOMBAY

Yours Faithfully

Member of National Stock Exchange of India Ltd. Bombay

For HOME TRADE LTD.

Authorized Signatory/Director



CONTRACT NOTE
(Regulation 5)

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

T-1 GANDEVI PEOPLES CO-OPERATIVE BANK LTD
BAZAAR GANDEVY
DISTRICT - NAVSARI
396 366
Pin Code : 396 366

TRADE MARK
Home Trade Ltd.
Tel: 91 22 281 2441, 281 2523 Fax

CONTRACT NO. LBL/NSE/2001 - 2002/00000013
Consistent Order Ref. No.

Stamp is required under Article 4(1) OR Article (B) or schedule I to the Securities Stamp Act, 1958

For HOME TRADE LIMITED

We have this day done by your order and to you according to following transactions :

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (in Lacs)
221022011106		GOL 2015	9.85		NA	200.00	101.00		NA

ST - Security Type
TT - Trade Type

TRANSACTION DETAILS

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
B	22102001106	55.01	1:29:16		HOMETRADE	16/10/2001	20,200,000.00		38,305.56	0.00	20,238,305.56

(REMARK - REPONON REFO)

Codes

B/S - Buy/Sell
ON - Order No.
TN - Trade No.

TT - Trade Type
TD - Trade Date
CBN - Counter Party Broker Name

CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BIT - Brokerage

TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration

2418-252
 27.06.23/02
 21.01.20/25

21.01.20/25
 21.01.20/25

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

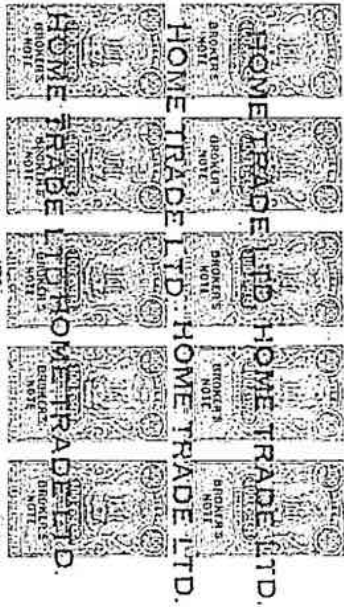
In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not) differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

Yours Faithfully

Member of National Stock Exchange of India Ltd. Bombay



FOR HOME TRADE LTD.
 21.01.20/25
 21.01.20/25

CONTRACT NOTE
(Regulation 3.5)

Subject to the Jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

To,
THE GANDEVI PEOPLES CO-OPERATIVE BANK LTD
BAZAAR GANDEVI
DISTRICT - NAVSARI
396 360
Pin Code.

From,
Nema Trade Ltd.
Floor 4, 25, Pitha, Kumbhari
L. D. Road, New Market
Tol 902303 2018, 2019, 2020, 2021

Contract NO. LELANSR2001 - 2002000 6,059
Contract Order Ref. No.
Stamp as required under Article 5(4) of schedule I to the Embroidery Stamp Act, 1958.

I/We have this day done by your order and to your favour the following transactions:

SECURITY DETAILS

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (in Rs. Lacs)	Price (in Rs.)	Repo Rate (%)	OA (in Lacs)
15112001404	ST	GOI 2019	10.03		NA	250.00	1165.50		NA

ST - Security Type
TT - Trade type

TRANSACTION DETAILS

OA - Order Attributes
(RE/IR - RE/PONON REFO)

Trade Date		15/11/2001		Settlement Date		15/11/2001	
B/S	ON	TN	TT	CPN	LIP	PV/SV (Rs.)	BR (Rs.)
B	1511-01-004	56.06	12-36005	HOME TRADE	00/00/2001	26,625,000.00	
						AI	TDS
						664,656.67	0.00
							TC
							27,293,656.67

CODES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.

TT - Trade Type
TD - Trade Date
CBN - Counter Party Broker Name

CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BR - Brokerage

TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration

24/8-193

87.3.01.832/108
E. 11. 30/10/85

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay, and other Government/Regulatory bodies as applicable.

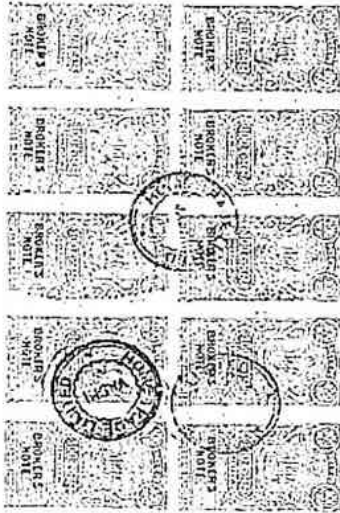
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This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not) differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY



Member of National Stock Exchange of India Ltd Bombay

Yours Faithfully
for HOMEFINA LIMITED
H. Aulimooli Secretary, General

CONTRACT NOTE
(Regulation 3.3)

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

To,
THE GANDEVI PEOPLES CO-OPERATIVE BANK LTD
BAZAAR GANDEVI
DISTRICT - NAVSARI
395 369
Pin Code: 395 369

CONTRACT NO. 1 IN/NS/E/2001 - 2.0020000 6.941
Consent Order Ref. No.
Stamp is required under Article 43(1) of the Schedule I to the Bombay Stamp Act, 1958.

We have this day done by your order and to your account the following transactions:
અહીં અમે આજના તારીખે તમારા આજ્ઞા પર નીચેના વાણીયાણા કર્યા છે.

For HOME TRADE LIMITED

SECURITY DETAILS

Colo's Number	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (in Lacs)
16122001604	CO 2010	7.50		NA	275.00	100.75		NA

ST - Security Type

TT - Trade Type

OA - Order Attributes

RENR - REFINANCE REPO

TRANSACTION DETAILS

B/S	ON	IN	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
B	16122001604	16122001604				27,750,000.00		252,003.33	0.00	27,958,333.33

CODES

B/S - Buy/Sell
ON - Order No.
Trade No.

TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker Name

CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BR - Brokerage

TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration



Home Trade Ltd.
Incorporated in India
1st Flr, 22/20, 16th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 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1400th, 1401st, 1402nd, 1403rd, 1404th, 1405th, 1406th, 1407th, 1408th, 1409th, 1410th, 1411st, 1412nd, 1413th, 1414th, 1415th, 1416th, 1417th, 1418th, 1419th, 1420th, 1421st, 1422nd, 1423rd, 1424th, 1425th, 1426th, 1427th, 1428th, 1429th, 1430th, 1431st, 1432nd, 1433rd, 1434th, 1435th, 1436th, 1437th, 1438th, 1439th, 1440th, 1441st, 1442nd, 1443rd, 1444th, 1445th, 1446th, 1447th, 1448th, 1449th, 1450th, 1451st, 1452nd, 1453rd, 1454th, 1455th, 1456th, 1457th, 1458th, 1459th, 1460th, 1461st, 1462nd, 1463rd, 1464th, 1465th, 1466th, 1467th, 1468th, 1469th, 1470th, 1471st, 1472nd, 1473rd, 1474th, 1475th, 1476th, 1477th, 1478th, 1479th, 1480th, 1481st, 1482nd, 1483rd, 1484th, 1485th, 1486th, 1487th, 1488th, 1489th, 1490th, 1491st, 1492nd, 1493rd, 1494th, 1495th, 1496th, 1497th, 1498th, 1499th, 1500th, 1501st, 1502nd, 1503rd, 1504th, 1505th, 1506th, 1507th, 1508th, 1509th, 1510th, 1511st, 1512nd, 1513th, 1514th, 1515th, 1516th, 1517th, 1518th, 1519th, 1520th, 1521st, 1522nd, 1523rd, 1524th, 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This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

Member of National Stock Exchange of India Ltd. Bombay

Yours Faithfully

FOR HOME TRADING LIMITED

Authorized Signatory/Director



CONTRACT NOTE
 (Regulation 35)

Contract No. 20020202

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

To,
 THE GANDEVI PEOPLES CO-OPERATIVE BANK LTD
 RAJARAM CADDEN
 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890

ଉତ୍ତର. ଗାନ୍ଧୀ. କଲେଜ. ମାଡ଼-
ନାହାସାଲୀ

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been changed as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay

This contract, constitutions and shall be deemed to constitute as provided **override** an agreement between you and me/us that all claim(s) whether admitted or not) differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

Yours Faithfully

Member of National Stock Exchange of India Ltd., Bombay

For HOME, INC. LIMITED

Smithsonian Institution

HOME TRADE LTD HO HOME TRADE LTD
BROOKERS MOIT BROOKERS MOIT BROOKERS MOIT BROOKERS MOIT

CONTRACT NOTE
(Regulation 3.5)

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

To,
THE GANDEVI PEOPLES CO-OPERATIVE BANK LTD
BAZAAR CANDEVI
DISTRICT - NAVSARI
396 360
Pin Code:

CONTRACT NO. LBL/NS/2001 - 2,000,000 6,403

Constituent Order Ref. No.

Stamp as required under Article 43(0) of the Bombay Stamp Act, 1958

For HOME TRADE LTD.

We have this day done by your order and to your agreement the following transactions:

SECURITY DETAILS

ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (in Lacs)
GS	CG2009	11.99		NA	25.00	100.25		NA

ST - Security Type

OA - Order Attributes

(REAR - REFO/NON REPO)

TRANSACTION DETAILS

Trade Date 16/01/2001 Settlement Date 20/01/2001

B/S	ON	IN	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	0016012001210	12.01	101:12	EURO	07/10/2000	2,706,250.00		85,761.81	0.00	2,792,011.81

CODES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.

TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker Name

CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BR - Brokerage

TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

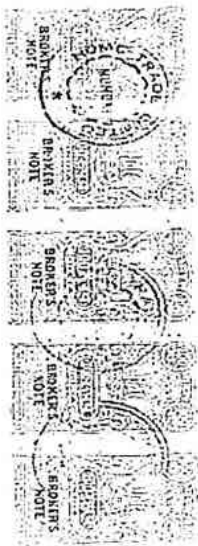
In the event of any claim/whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay

BOMBAY

Member of National Stock Exchange of India Ltd. Bombay

For HOME TRADE LTD.

Authorized Signatory/ Director



CONTRACT NOTE
(Regulation 3.5)

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

To,
THE GANDEVI PEOPLES CO-OPERATIVE BANK LTD
HAZAR GANDEVI
DISTRICT - NAVSARI
396 300
Pin Code

CONTRACT NO. LIL/NSF.2001-2,000/000 6,400
Constituent Order Ref. No.
Stamp as required under Article 43(1) of the Companies Act, 1956

We have this day done by your order and to your satisfaction the following transactions:

For GANDEVI TRADE LTD.

SECURITY DETAILS

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (in Lacs)
0016012001218	ST	SSNL 2009	13.90		NA	100.00	102.40		NA

ST - Security Type

TT - Trade type

TRANSACTION DETAILS

OA - Order Attributes

(RENR - REPONON REPO)

Trade Date: 16/01/2001 Settlement Date: 20/01/2001

BS	ON	TN	TT	CBN	CPN	LIP	PVSV (Rs.)	BR (Rs.)	AI	TDS	TC
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S	0016012001218	32.04	256.03		EURO	15/09/2000	10,240,000.00		483,643.84	0.00	10,723,643.84
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CODES

BS - Buy/Sell
ON - Order No.
TN - Trade No.

TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker Name

CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BR - Brokerage

TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

This contract is subject to the jurisdiction of the courts of India.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these terms and conditions, the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior to or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts have been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, By-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

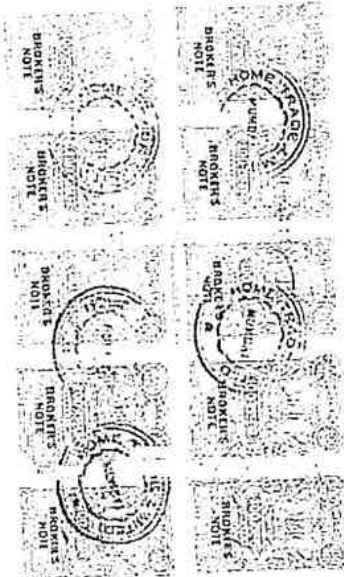
BOMBAY

Yours faithfully,

Member of National Stock Exchange of India Ltd. Bombay

For HOME TRADE LTD

Authorized Signatory/Director



CONTRACT NOTE
(Regulation 35)

Subject to the jurisdiction of the courts in India:

Contract note issued by members action for constituents as Brokers & Agents or principals

THE GANDEVI PEOPLES CO-OPERATIVE BANK LTD
BAZAAR GANDEVI
DISTRICT - NAVSARI
396 261
Pin Code : 396 261

CONTRACT NO. BLANSE/2001 - 2002/01/0517
Constituent Order Ref. No.
Stamp as required under Article 32(1) of Act of 1956 of schedule I to the Bombay Stamp Act, 1956

For HOME TRADE

SECURITY DETAILS

Order Number	Security Name	Issue	TT	Repo Period	Value (In Rs Lacs)	Price (In Rs)	Repo Rate (%)	OA (in Lacs)
22102001140	CO2012	10.25		NA	100.00	101.85		NA

ST - Security Type TT - Trade type

TRADE DATE 22/10/2001 Settlement Date 23/10/2001

OA - Order Attributes (CLEAR - REFUND REFO)

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	22102001110	55.04	2:10:30		HOME TRADE	01/06/2001	10,385,000.00		401,305.56	0.00	10,786,305.56

CODES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.

TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker Name

CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BR - Brokerage

TDS - Tax Deducted
AI - Annual Interest
TC - Total Consideration

02634 - 65156
02642 46516 / 26525

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been changed as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

In the event of any claim, whether admitted or not, difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and *me/us* that all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

Yours faithfully

Member of National Stock Exchange of India Ltd. Bombay

HOME

TRADE LTD

BROOKLYN

NOTES

Yours Faithfully
National Stock Exchange of India Ltd, Bombay

CONTRACT NOTE
(Regulation 3.5)

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agent, or principal

THE GANDEVI PEOPLES CO-OPERATIVE BANK LTD.
BAZAAR GANDEVI
DISTRICT - NAVSARI
390 360
Pin Code

CONTRACT NO. LBL/NSF/2001 - 2,002,000 0.515
Constituent Order Ref. No.
Stamp is required under Article 43(4) of the Reserve Bank Act, 1935

I/We have this day done by your order and to your agent/agent following transactions: 21.11.10
21.11.10

SECURITY DETAILS

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (in Lacs)
22102001108	GS	CG 2012	11.03		NA	100.00	111.10		NA

Security Type

TT - Trade type

OA - Order Attributes

(RENR - REPONON REFO)

TRANSACTION DETAILS

Trade Date: 22/10/2001 Settlement Date: 23/10/2001

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
	22102001108	55.02	1:39:51			HOME TRADE	11,110,000.00		291,059.44	0.00	11,401,059.44

CODES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.

TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker Name

CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BIR - Brokerage

TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration

2-11-82. 255
 88.2139.2934h
 61.011.20/20/82

2-11-82. 255
 88.2139.2934h
 61.011.20/20/82

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the jurisdiction of the courts in Bombay.

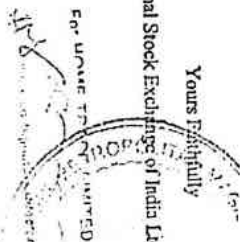
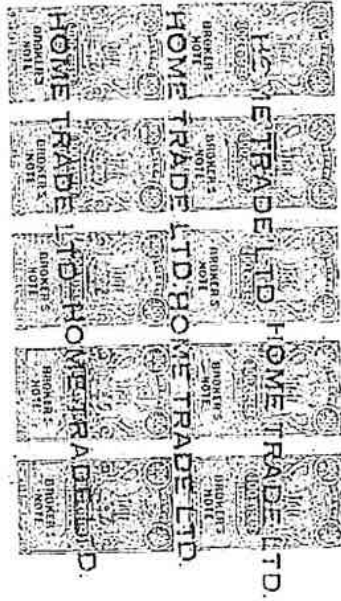
In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not) differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY

Yours Faithfully

Member of National Stock Exchange of India Ltd. Bombay



CONTRACT NOTE
(Regulation 3.5)

Subject to the jurisdiction of the courts in India

Contract note issued by members acting for constituents as Brokers & Agents or principals

To,
THE GANDHI PEOPLES CO-OPERATIVE BANK LTD
BANKING DEPARTMENT
HINDUSTAN - NAWABP
For Cash

CONTRACT NO. LBNSE2001-210016016357
Contract Order Ref. No.
Stamp as required under Article 43(1)(b) of the Securities and Exchange Board of India Act, 1992

We have this day done by your order and to your order the following transactions:

SECURITY DETAILS

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Price (In Rs.)	OA (in Lacs)
15112001402		GOL 2015	9.85		NA	200.00	107.55		NA

SI - Security Type

TT - Trade Type

OA - Order Attributes

(REAR - REPO/NON REPO)

TRANSACTION DETAILS

Trade Date 15/11/2001 Settlement Date 15/11/2001

B/S	ON	TN	TT	CDN	CPN	LP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	15112001402	150051121043			REAR/TRADE	16/10/2001	21,510,000.00			0.00	21,608,693.44

NOTES

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Type
TD - Trade Date
CDN - Contra Party Broker Name
CPN - Contra Party Participant Name
SD - Settlement Date
LP - Last Interest Payment Date
PV - Purchase Value
SV - Sale Value
BR - Brokerage
TDS - Tax Deducted
AI - Annual Interest
TC - Total Consideration

ages of the National Stock Exchange

official scale of brokerage and in

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ver such dealings, transactions or
Bombay as provided in the Rules

Yours Faithfully

Nal Stock Exchange of India Ltd.

For NSE, TRADE

CONTRACT NOTE (Regulation 3.7)

90.3/23

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

Home Trade Ltd.
The 4th Floor, Commercial
Building, 100, Park Road, Colaba, Mumbai - 400 006.
Tel: 2202 1234, 2202 1235, 2202 1236

OPERATIVE BANK LTD

31.12.2012

CONTRACT NO. LBN/SE/2001 - 2,000,000 6.539
Constituent Order Ref. No.
Stamp as required under Article 43(1) of Schedule I to the Bombay Stamp Act, 1958.

For HOME/TRADE LIMITED

your order and to your account for the following transactions: 1.11.2012

2012. 2012. 2012.

ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Less)	Price (In Rs.)	Repo Rate (%)	OA (In Less)
GS	GOI 2019	10.01	NA	NA	250.00	112.25		NA

TT - Trade type

OA - Order Ambition

(REAR - REVENUE REPO)

Trade Date 16/12/2001 Settlement Date 29/12/2001

TT	CBN	CFN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
14		HOME TRADE	09/02/2001	28,002,500.00		994,243.06	0.00	29,016,743.06

TT - Trade Time
TD - Trade Date
CFN - Counter Party Broker Name

CFN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date

PV - Purchase Value
SV - Sale Value
BR - Brokerage

TDS - Tax Deducted
AI - Amount Interest
TC - Total Consideration

pages of the National Stock Exchange of India

• official scale of brokerage and interest

ing between you and me out of these transactions
s. By-Laws and Regulations of the National Stock

leaf an agreement between you and me in the
dealings, transactions and contracts of a date
for such dealings, transactions or contracts of a date
Bombay as provided in the Rules, By-Laws and

Yours faithfully

1st Stock Exchange of India Ltd. Bombay

For HOME/TRADE LIMITED

Authorised Signatory

CONTRACT NOTE
(Regulation 35)

90-319

Subject to the jurisdiction of the courts in India

Contract note issued by members action for constituents as Brokers & Agents or principals

To,
THE GANDEVI PEOPLES CO-OPERATIVE BANK LTD
HAZAR GANDEVI
ESTRETT - SANJARI
360-360
Pune

CONTRACT NO. LBI/NSE/2002 - 2,001/000 7439

Constituent Order Ref. No.

Stamp as required under Article 43(i) OR Article 5(b) of schedule I to the Bombay Stamp Act, 1958.

12-03-13
2013-13
C-11 9/11/13

We have this day done by your order and to your account the following transactions

For HOMO TRADE LIMITED

SECURITY DETAILS

Order Number	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	QA (in Lacs)
26022002124	CG 2010	7.50		NA	275.00	102.10		NA

ST - Security Type

TT - Trade Type

OA - Order Attributes

RENR - REINNON REPO

TRANSACTION DETAILS

Trade Date: 26/02/2002 Settlement Date: 27/02/2002

B/S	ON	TN	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	26022002124	77.00K	15:45:12		HOMETRADE	12/11/2001	28,077,500.00	601,562.50	0.00	28,679,062.50

Remarks

B/S - Buy/Sell
ON - Order No.
TN - Trade No.
TT - Trade Time
TD - Trade Date
CBN - Counter Party Broker Name
CPN - Counter Party Participant Name
SD - Settlement Date
LIP - Last Interest Payment Date
PV - Purchase Value
SV - Sale Value
BR - Brokerage
TDS - Tax Deducted
AI - Accrued Interest
TC - Total Consideration

24/18-1992
 21.3.2001. 2001/18
 21.3.2001. 2001/18

This contract is made subject to the Rules, Bye-Laws and Regulations, and usages of the National Stock Exchange of India Limited, Bombay and other Government/Regulatory bodies as applicable.

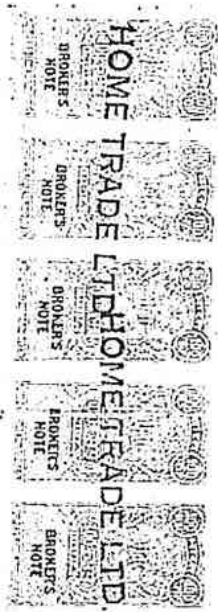
Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

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In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not), differences and dispute in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts of a date been entered into or not) shall be submitted to and decided by Arbitration in Bombay as provided in the Rules, Bye-Laws and Regulations of the National Stock Exchange of India Limited, Bombay.

BOMBAY



Member of National Stock Exchange of India Ltd Bombay
 For HOME TRADES LIMITED

11/11/2001 3:30 PM V. Director

Yours faithfully

In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 173

Complainant: Shri Government

Versus

Accused: Ketanbhai Kantilal Seth & Others

Adjournment Application

In the above matter, we, the complainant, humbly request the Hon. Court:

In the said case, the complainant's examination has been conducted today, but we still have to present one important document. We humbly request to keep the examination pending and grant one adjournment in the larger interest of justice.

Place: Gandevi

Date: 10-10-2018

Sd/- Illegible (presented through me)

A.P.P.

Sd/- Illegible

(Champakbhai Rangildas Mali)

Signature of the Complainant

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 174**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for their absence.

Date: 30/10/2018

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 175**

Complainant: Shri Government

Versus

Accused: Ketanbhai Kantilal Seth & Others

Adjournment Application

In the above matter, we, the complainant, humbly request the Hon. Court:

The said case is on evidence today, but we wish to obtain and present one important document in this case. Therefore, in the larger interest of justice, we humbly request to grant one adjournment.

Place: Gandevi

Date: 30-10-2018

Sd/- Illegible

A.P.P.

Sd/- Illegible

Signature of the Complainant

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 176**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for their absence.

Date: 14/11/2018

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 177**

Complainant: Hon. Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Kindly exempt the accused from appearing in the Hon. Court today and pass the necessary order in the interest of justice.

Date: 20/11/2018

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 178**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 5/12/2018

Sd/- Illegible

(S.R. Desai)

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.



Ref

Date

Certified copy of the RESOLUTION NO. 2 (A) (3) passed at meeting of the Board of Directors of The Gandevi People's Co. Op. Bank Ltd. held on 19-05-2002 at Regd. Office Sfandrtan House, Gandevi

It is hereby resolved that anyone of the following VIZ, President, Vice-President, secretary or general manager is authorized to proceed wherever necessary in any matter pertaining to the govt security deals including the initiating & finalising of any requirment in connection with the filling of applications to N.S.E., S.E.B.I., F.I.R., as well as to proceed in the matters of arbitration if and when required.

C.C.No-2778/04
 2018-996
 2018-996
 2018-996

The Gandevi People's Co-op. Bank Ltd.

Secretary

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 180**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

In this case, for the cross-examination of the complainant, the accused needs to obtain a certified copy of the complainant's examination. Kindly grant one adjournment in the interest of justice to obtain it and make necessary preparations for the complainant's cross-examination.

Date: 05/12/2018

Sd/- Illegible

Advocate for the Accused

Granted

Sd/- Illegible

Addl. Chief Judi. Magi.

Gandevi

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 181**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 6/2/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 182**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

This case is for the complainant's cross-examination today. Necessary preparations and obtaining important copies are required for this case. Kindly grant one adjournment in the interest of justice for the complainant's cross-examination.

Date: 6/2/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 183**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 6/3/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 184**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

This case is for the complainant's cross-examination today. Due to the demise of a close friend or relative of the accused's advocate today, kindly grant one adjournment in the interest of justice for the complainant's cross-examination.

Date: 6/3/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 185**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not come to the Hon. Court. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 24/4/2019

Sd/ - Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

The Gandevi Peoples Co. Op. Bank Ltd., Gandevi
Stardardton House, Bazaar, Post Box No. 10, Gandevi-391360
District Navsari.

Notice No. ...

True copy from the original of Resolution No. 10(8) passed in the Board of Directors' meeting held on 8-11-01

True copy of Resolution No. 10(8)

Shri Hasmukhbhai M. Desai's health is not well (sick leave from 8-11-2001 to 30-11-2001), and it is causing difficulty in performing his duties. A medical certificate regarding this has also been attached. After discussion and consideration, it is unanimously resolved to approve his sick leave from 8-11-2001 to 30-11-2001. Further, as Shri Hasmukhbhai is working as General Manager in the bank, it is resolved to assign the charge of General Manager to Recovery Officer Shri Champakbhai R. Mali as In-Charge General Manager until a new appointment is made.

True copy from the original

Sd/- Illegible

The Gandevi Peoples Co. Op. Bank Ltd.

President

Exhibit No. 186

Criminal Case No. 2778/04

Admitted Date: 24/4/19

Additional Chief Judicial Magistrate, Gandevi

In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 187

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court and you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 1/5/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 188**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 13/5/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

20/12/2011

The Gujarat Peoples Co-Operative Bank Ltd.
Gandhinagar

R.O. Ahmed Mr. N. Chendrabhai

Dear Sir,

It is to inform you about the various transactions done as on value date 20.12.2011

1. Trade In

Sl. No.	Particulars	Contract No.	Face Value	Total Consideration
1	7.50 01/01/2011	6641	2,79,00,000.00	2,79,58,333.33
			Total Receivable	2,79,58,333.33

2. Trade To

Sl. No.	Particulars	Contract No.	Face Value	Total Consideration
1	10.05 01/01/2011	6939	2,50,00,000.00	2,90,16,743.06
			Total Payable	2,90,16,743.06

Home Trade Ltd

Tower 4, 5th Floor
Vasthi Rd, Nariman Complex
Navi Mumbai - 400 703
Tel: (91-22) 781 2441-44
Fax: (91-22) 781 2540

(i) Net Payable : Rs. 2,90,16,743.06
(ii) Net Receivable : Rs. 2,79,58,333.33
(iii) Difference Payable By Us : Rs. 10,58,409.73

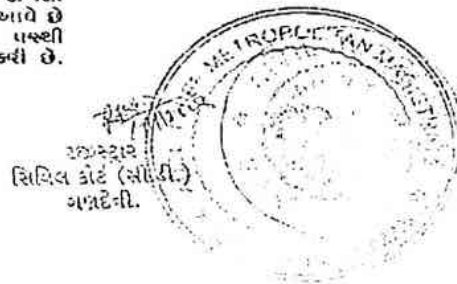
Kindly confirm the above deal.

Thanking You,

Yours Truly,
For Home Trade Ltd.

(Authorized Signatory)

અનુમતિ : સારલી દાખલ
આવવામાં આવે છે
કે અસલ પક્ષી
મંજૂરી કરી છે.



**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 190**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 10/6/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judicial Magistrate,
Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 191**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence and grant one adjournment.

Date: 26/6/2019

Sd/- Illegible

(S.R. Desai)

Advocate for the Accused

Granted.

Sd/- Illegible

**Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.**

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 192**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 17/7/2019

Sd/- Illegible

(S.R. Desai)

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief judicial Magistrate,
Gandevi.

Criminal Case No. 2778/2004

Exhibit No. 193

Testimony of Witness No. ...

I solemnly affirm that:

My Name: Mahendrabhai

Father's Name: Bhanabhai Tailor

Religion: Hindu

Age: Approximately 57 years

Residence: Gandevi, Taluka: District Navsari

Examination-in-Chief by A.P.P. Shri J.B. Patel

Oath administered...

1. I have been serving as an accountant at Gandevi Peoples Co. Op. Bank, Gandevi, since 1998. Our bank is located in the market area of Gandevi taluka. The bank also holds a license from the R.B.I. The complaint in this case was filed by our bank's manager, Champaklal Rangildas Mali. He was the in-charge manager of our bank at that time. During that period, Hasmukhbhai Manibhai Desai was the permanent manager of our bank but was on leave due to illness.

At this stage, the A.P.P. Shri, on behalf of the complainant, submits a time report for further examination-in-chief, and the examination-in-chief is adjourned.

Examination-in-Chief adjourned.

The witness acknowledges the testimony as correct after it is read and explained, and it is admitted.

In my presence,

Signature/- Unreadable

(M.P. Mehta)

Additional Chief Judicial Magistrate, Gandevi

Signature/- Unreadable

(M.P. Mehta)

Additional Chief Judicial Magistrate, Gandevi

Date: 17/07/2019

Criminal Case No. 2778/2004

Continuation of Exhibit No. 193

Date: 04/09/2019

Continuation of Testimony of Witness Mahendrabhai Manabhai Tailor in
Criminal Case No. 2778/04, Exhibit No. 193

Oath administered....

Further examination-in-chief by A.P.P. Shri J.B. Patel...

I have been serving as an accountant at Gandevi Peoples Co. Op. Bank since 1998.

In addition to accounting, I am responsible for checking the bank's daily financial transactions.

The entire administration of this bank is managed by the Board of Directors, whose term is every three years.

As per the guidelines of the R.B.I., investments are made in SLR, and the current complaint pertains to the investments made by the bank. Of the total deposits, 25% must be invested in government securities, 5% must be kept in CRR, and 70% is reserved for advances.

The investment period ranges from one or two years to ten years.

Regarding these investments, the Board of Directors decides and passes a resolution in the board meeting, giving instructions to the manager.

I can provide details of the investments made in which year by referring to the records.

As per my estimate, approximately Rs. 2, 77, 00,000/- was invested in the year 2002.

The reason behind filing the current complaint was that Home Trade, Mumbai, failed to provide the securities when demanded by our bank.

Thereafter, on 22/04/2002, the bank issued me an authority letter and sent me to Home Trade, Mumbai, to collect the security deposit, instructing me to take the securities or a cheque if offered.

Subsequently, I took the authority letter and went to Mumbai, where I handed it to Ketan Maskariya, who was a director of Home Trade. We visited their office with the authority letter. Thereafter, they gave me a cheque from HDFC Bank for Rs. 2, 96, 45,114.58, dated 10/06/2002.

I then asked for the securities, but Ketanbhai stated that the securities had been purchased but not received, and hence the cheque was given in lieu of them.

Thereafter, I returned to the bank with the cheque and presented it for encashment at HDFC Bank in Surat on its due date.

On 17/06/2002, our bank received a cover from HDFC Bank, Surat, regarding the return of the cheque, which was returned with a remark of "account blocked." The General Manager informed me of this.

Thereafter, on 27/04/2002, Manharbhai Shah and Mukeshbhai Mehta saw news on TV that Nagpur District Co. Op. Bank had also purchased securities from Home Trade, like our bank, but did not receive them, and they too had filed a complaint. They came to the bank and informed us of this news.

Thereafter, Akshaybhai Desai (Chairman), Mukeshbhai Mehta (Vice-Chairman), and Manharbhai Shah (Director) went to Home Trade in Mumbai. The office there was closed.

They learned that Home Trade's sister concern, Vez India Ltd., was located in Mumbai, so they went there.

Upon reaching Vez India Ltd., they received news that Mumbai Police had arrived at Home Trade, so they went back to Home Trade to file a complaint.

Thereafter, on 30/04/2002, our in-charge General Manager was called to Mumbai to file a complaint.

They were asked to file complaints with SEBI (Securities and Exchange Board of India), NSE (National Stock Exchange), and Mumbai Crime Branch (C.I.D.). It was learned there that since the bank is in Gujarat, the complaint should be filed in Gujarat.

Therefore, our bank's manager filed the complaint in Gujarat.

A person named Niraj Surati, who introduced himself as an agent of Home Trade, came to our bank and stated that he was conducting similar transactions with many co-operative banks in South Gujarat and assured the bank of good returns. The bank trusted him. Nirajbhai's wife, Krutiben, was also his partner.

Mostly, Nirajbhai visited the bank. Since 1999, for all transactions, he would say that selling old securities and buying new ones would yield higher profits.

Since the bank had placed trust in him, he is also a responsible person in this case.

Thus, through mutual acquaintance, a fraud was committed regarding securities at the bank.

Similar frauds, like the one with our bank, have also occurred with other banks such as Navsari Peoples Co. Op. Bank and Valsad Peoples Co. Op. Bank.

Our bank filed a complaint against a total of 20 individuals, including Home Trade Company, 17 directors, and two of its agents.

Among them, I know Sanjay Agarwal, Ketan Seth, Nandkishor Trivedi, Ketan Maskariya, and Niraj Surati, who are not present in court today.

The police recorded my statement regarding the complaint.

Examination-in-Chief completed.

Cross-Examination by Advocate Shri S.R. Desai on behalf of the Accused

I have been serving in the bank as a clerk since 1990.

It is true that decisions regarding whom to give loans to, how much loan to give, where and how much to invest, etc., were made by the Board of Directors.

At this stage, upon oral request, further cross-examination on behalf of the accused is adjourned.

Cross-examination adjourned.

The witness acknowledges the testimony as correct after it is read and explained, and it is admitted.

In my presence,

Signature/- Unreadable

(M.P. Mehta)

Additional Chief Judicial Magistrate, Gandevi

Signature/- Unreadable

(M.P. Mehta)

Additional Chief Judicial Magistrate, Gandevi

Date: 04/09/2019

Criminal Case No. 2778/2004

Continuation of Exhibit No. 193

Date: 25/09/2019

Continuation of Testimony of Witness Mahendrabhai Bhanabhai Tailor in Criminal Case No. 2778/04, Exhibit No. 193

Oath administered.

Further cross-examination by Advocate Shri S.R. Desai on behalf of the accused:

I initially joined the bank as a clerk.

It is true that in the year 1998, I was serving as an accountant in the bank, but I have not submitted any evidence regarding this.

When the incident occurred and the complaint was filed, Akshaybhai R. Desai was the President, Mukeshbhai B. Mehta was the Vice-President, and Kishorbhai T. Patel was the Secretary of our bank.

At the time of the incident, Hasmukhbhai Desai was the General Manager.

I am currently unaware whether Hasmukhbhai Desai retired on 30/11/2001 or thereafter.

The witness voluntarily states that I can confirm this fact by checking the records.

It is true that Hasmukhbhai was on sick leave from 08/11/2001 to 30/11/2001, and due to this, Resolution No. 10(08) was passed in our bank.

When the incident occurred and the complaint was filed, Manharbhai D. Shah, Gulabbhai B. Patel, and others were Directors of our bank, but I cannot recall the names of the others at present.

It is true that some of these Directors, such as Manharbhai D. Shah, Gulabbhai Patel, and Kishorbhai T. Patel, are still continuing.

Mukeshbhai is no longer a Director but is currently alive.

I do not have personal knowledge of the decisions taken by the Directors regarding investments.

Regarding all transactions of our bank with Home Trade, I cannot provide details orally, but I can do so by referring to the records.

It is true that when we or the Directors go out for bank-related work, vouchers for all expenses are prepared.

It is true that I have not submitted any written evidence regarding my visit to Mumbai.

It is not true that I never went to Mumbai, and therefore, I have no written evidence.

At this stage, due to the ill health of the accused's advocate, a time report is submitted for further cross-examination, and the cross-examination is adjourned.

Cross-examination adjourned...

The witness acknowledges the testimony as correct after it is read and explained, and it is admitted.

In my presence,

Signature/- Unreadable

(M.P. Mehta)

Additional Chief Judicial Magistrate, Gandevi

Signature/- Unreadable

(M.P. Mehta)

Additional Chief Judicial Magistrate, Gandevi

Date: 25/09/2019

Criminal Case No. 2778/2004

Continuation of Exhibit No. 193

Date: 04/12/2019

**Continuation of Testimony of Witness Mahendrabhai Bhanabhai Tailor
in Criminal Case No. 2778/04, Exhibit No. 193**

Oath administered.

**Further cross-examination by Advocate Shri S.R. Desai on behalf of the
accused:**

Regarding when Hasmukhbhai Desai retired, I state that he retired on 30/11/2001. He is currently alive and resides in Navsari. The cheque mentioned earlier was given to me by Nandkishor Trivedi with his signature. In my previous testimony, I mentioned Ketanbhai Maskariya, stating that I went to him to collect the cheque. As per my statement, the entire amount was calculated, including interest up to 10/06/2002. The cheque for that amount was given to me on 22/04/2002. It was in the name of The Gandevi Peoples Co. Op. Bank Ltd. I went only once to collect this cheque. On that day, we had transactions with Home Trade regarding the purchase and sale of securities, and cheques for different amounts were exchanged to settle the differences. I can confirm how many transactions occurred with Home Trade by checking the records. Regarding how much our bank paid to Home Trade and how much Home Trade paid to our bank, the accounts recorded in the bank's books are available, and we are ready to present them. Those books are with the bank. It

is true that, as per our bank's instructions, Home Trade carried out the purchase or sale of securities for our bank. Not on behalf of our bank, but Niraj Surati was an agent of Home Trade. I am shown Resolution No. 11(1) dated 20/10/2001 from our bank's records, and upon reviewing it, I state that the resolution pertains to the purchase and sale of securities through Kruti Niraj Surati Investment Consultant. At this stage, as the court's time is over, further cross-examination is adjourned.

Cross-examination adjourned...

The witness acknowledges the testimony as correct after it is read and explained, and it is admitted.

In my presence,

Signature/- Unreadable

(M.P. Mehta)

Additional Chief Judicial Magistrate, Gandevi

Signature/- Unreadable

(M.P. Mehta)

Additional Chief Judicial Magistrate, Gandevi

Date: 04/12/2019

Criminal Case No. 2078/2004

Continuation of Exhibit No. 193

Date: 15/01/2020

**Continuation of Testimony of Witness Mahendrabhai Bhanabhai Tailor
in Criminal Case No. 2778/04, Exhibit No. 193**

Oath administered.

**Further cross-examination by Advocate Shri S.R. Desai on behalf of the
accused:**

At this stage, the accused's advocate requests that Resolution No. 11(1) dated 20/10/2001 of the complainant bank, which is a xerox copy, be assigned an exhibit number. Upon the request of the learned A.P.P., it is admitted and assigned an exhibit number.

I have brought the account statement of Home Trade with me today.

It is true that this statement does not mention the name of Home Trade.

As per my statement, the account I brought today contains details of transactions with Home Trade. Apart from this, I have no other evidence. The account statement is admitted and assigned an exhibit number.

It is true that the statement submitted today does not bear any signature or stamp of the bank. The witness voluntarily states that since it was prepared by computer, they are not necessary.

It is not true that until 16/12/2001, we had no financial transactions or dues pending with Home Trade.

Regarding how much amount was due with Home Trade until 16/12/2001, I state that I can confirm this fact by checking the records.

Upon checking the records, I state that Rs. 2, 73, 06,850/- was due to our bank as of that date.

All details are mentioned in the contract notes.

I can confirm when transactions with our bank occurred via cheque by checking the contract notes.

It is true that during the purchase and sale of government securities, the amount for the difference between purchase and sale was paid by cheque to the party from whom the securities were purchased.

It is true that since the contract note for that day was prepared, and the financial transactions were settled via cheque, no dues remained.

It is true that transactions regarding the purchase and sale of securities with Home Trade were completed on the same day.

On 26/12/2001, the bank received a cheque from Home Trade Company for the difference amount of Rs. 10, 58,409.73. Thus, as of that date, we had no outstanding amount due from Home Trade.

Before filing the complaint against Home Trade, I am unaware if any investigation was conducted through the ROC regarding who the directors of the company were.

I am unaware of how our bank's officers learned about Home Trade's directors.

Apart from the bank's accounts, I have no other transactions.

It is true that, apart from meeting Ketan Seth in court, I have never met him on any other day.

It is not true that I falsely stated in my examination-in-chief that I had met Ketan Seth.

I cannot definitively say whether anyone signed on behalf of Home Trade as a director for any transactions with our bank. I can confirm this fact by checking the records.

As the remaining time is over, further cross-examination is adjourned.

After the break, further cross-examination resumes.

Oath administered again.

I am shown contract notes from Exhibit Nos. 145 to 156 in the records, which bear the signature of Subodhbhai Bhandari.

It is true that we do not have any document signed by Ketanbhai Seth.

It is true that, at first glance, the statement I submitted today does not indicate that it pertains to transactions with Home Trade.

It is not true that we have no account evidence showing the amount due from Home Trade.

The witness voluntarily states that the account statement I submitted today is the same one.

Apart from this, I have no other evidence.

It is not true that, despite having no outstanding amount with Home Trade, I falsely stated that an amount is due.

It is true that the facts I stated in my examination-in-chief, such as “the fraud committed with our bank is similar to the fraud committed with other banks like Navsari Peoples Co. Op. Bank and Valsad Peoples Co. Op. Bank” and “among them, I know Sanjay Agarwal, Ketan Seth, Nandkishor Trivedi, Ketan Maskariya, and Niraj Surati,” were not mentioned in my complaint.

It is not true that I am giving false testimony or filing a false complaint to support a false case in favor of my bank.

The witness acknowledges the testimony as correct after it is read and explained, and it is admitted.

In my presence,

Signature/- Unreadable

(M.P. Mehta)

Additional Chief Judicial Magistrate, Gandevi

Signature/- Unreadable

(M.P. Mehta)

Additional Chief Judicial Magistrate, Gandevi

Date: 15/01/2020

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 194**

Complainant: The Government

Versus

Accused: Ketanbhai Seth

Humble application on behalf of the complainant:

In the above matter, there is a hearing scheduled today, and the examination of the witness is ongoing. However, we need to obtain necessary information regarding the records of this case. Kindly grant an adjournment for further examination-in-chief in the interest of justice.

Date: 17/7/19

Sd/- Illegible

A.P.P.

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 195**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not appear in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 7/8/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &

Additional Chief Judi. Magi.

Gandevi.

In the Court of the Hon. Chief Judicial Magistrate, Gandevi
Criminal Case No. 2778/04, Exhibit No. 196,

Complainant: Hon. Government

Versus

Accused: Ketanbhai Seth

Humble application on behalf of the witness Mahendrabhai Bhanabhai Tailor:

There is a hearing scheduled today in the above matter. However, we, the witness, are engaged in a lengthy proceeding at the Gandevi Peoples Co. Op. Bank, and therefore, we are unable to remain present in the Hon. Court to give testimony. Kindly grant one adjournment in the interest of justice for this case.

Date: 7-8-2019

Sd/- Illegible

(Mahendrabhai Bhanabhai Tailor)

Signature/- Unreadable

A.P.P.

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi., Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 197**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 4/9/19

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi., Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 198**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 25/9/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 199**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

This case is scheduled for further cross-examination of the complainant's witness today. Due to the ill health of the accused today, kindly grant one adjournment in the interest of justice for further cross-examination of the witness.

Date: 25/9/19

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 200

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not appear in the Hon. Court today.
Therefore, you are requested to kindly pass the necessary order in the interest
of justice to grant an adjournment for today's absence.

Date: 23/10/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 201**

Complainant: Hon. Government

Versus

Accused: Ketanbhai Kantilal Seth

Humble application on behalf of the witness:

We, the witness Mahendrabhai B. Tailor, are ill and unable to remain present in the Hon. Court today. Therefore, kindly condone our absence in this case.

A medical certificate is attached herewith.

Date: 24/10/19

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

Dr. NILESH S. VAIDYA

B.A.M.S., M.D.
Regd. No. G. B. 1 10100Vaidyaraj Kikabhai Clinic
Vithal Street, Near Bazar,
GANDEVI - 396 360
Ph. (02634) 264700

Date: 23.10.19

TO WHOM IT MAY CONCERN

This is to certify that
Mr. Mahendra B. Tator is
under my treatment from
to-day as he is suffering from
Viral fever

He is advised to take
rest during Medication.

Dr. Nitesh Vaidya

/ SEEN

Additional Chief Jd. Magl.
GANDEVI.Sd/-
23.10.19

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 202**

Complainant: The Government

Versus

Accused: Ketanbhai Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not appear in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 20/11/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 203**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 4/12/2019

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi., Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 204**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not appear in the Hon. Court today.
Therefore, you are requested to kindly pass the necessary order in the interest
of justice to grant an adjournment for today's absence.

Date: 15/1/2020

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

The Gandevi Peoples Co. Op. Bank Ltd., Gandevi

Exhibit No. 205

Notice No. ...

True copy from the original of Resolution No. 11(1) passed in the Board of Directors' meeting held on 20-10-01

True copy of Resolution No. 11(1)

Regarding the sale and purchase of government securities:

The government securities purchased by the bank are accounted for in the bank's SLR. Accordingly, the bank purchased GOI 2012 10.25% securities worth Rs. 1,01,25,000/- and GOI 2012 11.03% securities worth Rs. 86,25,000/- on 20-01-01, totaling Rs. 1,97,50,000/-. As the market is currently high, with one security priced at 111.10 and the other at 103.85, it is resolved to sell them and take a new government loan security worth two crores in their place. It is resolved that the purchase and sale of these securities be conducted through Home Trade. The purchase and sale of securities are to be carried out through Kruti Niraj Surati Investment Consultant.

True copy from the original

Signature/- Unreadable

The Gandevi Peoples Co. Op. Bank Ltd.

President

THE GANDEVI PEOPLES CO-OP. BANK LTD
GANDEVI BRANCH, PH: 2634262338, 2634263436.

GENERAL LEDGER Statement of Account From 01/07/1999 To 07/01/2020
8021716001501 INVESTMENT IN GOVT. SEC. A/C.

Print Date : 01/01/2020 16:50:52

PAGE No. 1

GANDEVI						
Date	Narration	Cheque No.	Debit	Credit	Balance	Tr. Br.
20/01/2001	OPENING BALANCE				0.00 CR	
14/03/2001	OPENING BALANCE	0	6379318.02			171
		0	2555750.00			171
25/10/2001		0	10760000.00	8035739.02	-8925739.02 DR	171
12/11/2001		0		10750000.00	-19760000.00 DR	171
22/11/2001		0	20200000.00		-20200000.00 DR	171
		0	5624972.23		-25824972.23 DR	171
28/12/2001		0	20025000.00	23824972.23	-26625000.00 DR	171
		0	27705250.00	20025000.00	-27705250.00 DR	171
	CLOSING BALANCE	0			27705250.00 CR	171
TOTAL DEBIT(7) & TOTAL CREDIT(4)			104841958.25	81155708.25		

1. If there is any discrepancy in the above mentioned statement kindly let us know within 10 days from the date of receipt of the statement.
2. Please ensure to maintain minimum balance Rs. 0 in the account.

FOR THE GANDEVI PEOPLES CO-OP. BANK
User Name: POOJA MEHTA

DR. MANAGAL
Clerk / OFFICER / MANAGER

Note :- This is a computer generated statement hence Signature is not required.

RECORDED

Principal Senior Civil Judge &
Additional Chief Jd. Magl.
GANDEVI.



**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 208**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused is a resident of Mumbai. Currently, there are many cases of COVID-19 across the country and in Maharashtra, Mumbai. Public transport is negligible. Under these circumstances, the accused is unable to appear in the Hon. Court. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 2/3/2021

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 209**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable reasons, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the larger interest of justice to grant an adjournment for today's absence.

Date: 3/9/2021

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 210**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 24/9/2021

Sd/ - Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 211**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 3/12/2021

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi., Gandevi.

In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 212

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 31/12/2021

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 213**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 22/3/2022

Sd/- Illegible

Advocate for the Complainant

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 214

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

The accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 4/5/2022

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

. Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 215**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble application on behalf of the accused in this case:

Due to unavoidable circumstances, the accused in this case could not remain present in the Hon. Court today. Therefore, you are requested to kindly pass the necessary order in the interest of justice to grant an adjournment for today's absence.

Date: 14/9/2022

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

**In the Court of the Hon. Additional Chief Judicial Magistrate, Gandevi,
Criminal Case No. 2778/04, Exhibit No. 216**

Complainant: The Government

Versus

Accused: Ketan Kantilal Seth

Humble submission on behalf of the accused:

Regarding the above-numbered case and other cases pending in various courts, a Transfer Petition (Criminal) No. 333-348/2021 was filed by the accused in the Hon. Supreme Court. As per the order passed by the Hon. Supreme Court on 9/9/2022, the present case has also been ordered to be transferred. A plain copy of the said order is attached herewith.

This is for the information of the Hon. Court.

Date: 14/9/2022

Sd/- Illegible

Advocate for the Accused

Granted.

Sd/- Illegible

Principal Senior Civil Judge &
Additional Chief Judi. Magi. Gandevi.

(115)

NON-REPORTABLE

**IN THE SUPREME COURT OF INDIA
CRIMINAL ORIGINAL JURISDICTION**

TRANSFER PETITION (CRIMINAL) Nos. 333-348/2021

Ketan Kantilal Seth

.....Petitioner

VERSUS

State of Gujarat & Ors.

..... Respondent(s)

With I.A. No. 134476 of 2021

ORDER

1. With the consent of the parties, these transfer petitions have been taken up for final hearing. The present petitions have been filed by petitioner/accused for invoking the power under Section 406 of Code of Criminal Procedure, 1973 (hereinafter referred to as 'CrPC'), seeking transfer of 16 criminal cases pending against him in four different States to one Court in Mumbai, where 3 cases are already pending. Following are the cases of which transfer are being sought -





- i. Criminal Case No. 101878/2003 arising out of 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;
- ii. Criminal Case No. 9166/2002 arising out of FIR No. I.C.R. No. 274/2002, dated 02.07.2002 registered at Police Station Umra, Surat, Gujarat, pending before Additional Chief Judicial Magistrate, Surat;
- iii. Criminal Case No. 174/2003 arising out of FIR No. C. R. No. I-226/2002, dated 30.08.2002 registered at Police Station Rander, Surat, Gujarat, pending before Additional Chief Judicial Magistrate, Surat;
- iv. Criminal Case No. 100521/2003 arising out of FIR No. 274/2002, dated 06.08.2002 registered at Police Station Varachha, Surat, Gujarat, pending before Additional Chief Judicial Magistrate/Judicial Magistrate First Class, Surat;
- v. Criminal Case No. 2778/2004 arising out of FIR/M. Case No. 3/2002, dated 16.07.2002 registered at Police



(102)
(103)

Station Gandevi, Navsari, Gujarat, pending before
Additional Chief Judicial Magistrate, Gandevi;

- vi. Criminal Case No. 6840/2002 arising out of FIR No. 1-93/2002, dated 18.08.2002 registered at Police Station Navsari Town, Navsari, Gujarat, pending before Chief Judicial Magistrate, Navsari;
- vii. Criminal Case No. 2121/2002 arising out of FIR No. 1-119/2002, dated 10.06.2002 registered at Police Station Valsad City, Valsad, Gujarat, pending before Chief Judicial Magistrate, Valsad;
- viii. 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, Gujarat, pending before Additional Chief Judicial Magistrate, Anand;
- ix. Criminal Case No. 244/2002 arising out of FIR/M. Case No. 22/2002 (C.R. No. 1-226/2002), dated 07.06.2002 registered at Police Station Morbi, Gujarat, pending before II Additional Chief Judicial Magistrate, Morbi;



(L.C.U.)

- x. Criminal Case No. 40449/2016 arising out of FIR No. 280/2002, dated 04.05.2002 registered at Police Station Connaught Place, New Delhi, pending before Additional Chief Metropolitan Magistrate, Patiala House Court, New Delhi;
- xi. Criminal Case No. 2034203/2016 arising out of FIR No. 242/2002, dated 17.06.2002 registered at Police Station Sarojini Nagar, New Delhi, pending before Chief Metropolitan Magistrate, Saket Court, New Delhi;
- xii. Criminal Case No. ____/2002 arising out of FIR No. 298/2002, dated 22.08.2002 registered at Police Station Jagatdal, 24 North Paraganas, West Bengal, pending before Barrackpore Court, Kolkata;
- xiii. Criminal Case No. 147/2002 arising out of F.I.R. No. 97/2002, dated 25.04.2002 and C.R. No. 101/2002, dated 29.04.2002, both registered at Police Station Ganeshpeth, Nagpur, Maharashtra, pending before 155-II Additional Chief Judicial Magistrate First Class, Nagpur;

METROPOLITAN

(6-5)

- xiv. Criminal Case No. 847/2002 arising out of F.I.R. at C.R. No. 75/2002, dated 15.05.2002 registered at Police Station City Kotwali, Amravati, Maharashtra, pending before Chief Judicial Magistrate, Amravati;
- xv. Criminal Case No. 498/2002 arising out of F.I.R. at C.R. No. 102/2002, dated 08.05.2002 registered at Police Station Pimpri, Pune, Maharashtra, pending before Chief Judicial Magistrate, Pimpri, Pune;
- xvi. Criminal Case No. 357/2002 arising out of F.I.R. at C.R. No. 65/2002, dated 15.05.2002 registered at Police Station Vishrambaug, Pune, Maharashtra, pending before III Judicial Magistrate First Class, Shivaji Nagar, Pune;

In fact, the basic object to file these transfer petitions is to get all cases transferred at one place and may be directed to try together.

2. In a nutshell, the prosecution story in majority of the cases revolves around one accused company namely M/s Home Trade Limited, which is alleged to have engaged in the business of



Stock, Securities, Brokering and Trading. The allegations against the petitioner herein and one Sanjay Hariram Agarwal are that they were the authorized signatories of the accused company and while acting in the capacity of Directors of the said accused company, they entered into several transactions dealing with government

securities and further sold the said securities without any authorization. Further, it has also been alleged that the government securities were not delivered within time and the money raised thereby has been misappropriated by the accused persons including the petitioner herein.

3. During the pendency of the instant petitions, application for Intervention (bearing I.A. No. 134476 of 2021) has also been filed on behalf of one applicant namely; Omprakash Bhaurao Kamdi, seeking permission to intervene on the grounds of being a 'necessary' and 'proper' party as stated in the application.

4. Before advertng to merits of the transfer petitions, the application seeking intervention is being taken up for disposal. The Intervenor claims to be an agriculturist who is dependent on



(103)

applicant is neither a complainant in any of the cases of which transfer is being sought, nor he has any direct involvement or ground of his joining in public interest. The intervenor has no locus to intervene in the present petition, therefore, I am of the opinion that the grounds as mentioned by the intervenor are not proper to allow the application. It is to observe that prayer in the present petition

is confined to transfer the criminal trials pending before Trial Courts in different States for trial by one Court in one State and in such circumstances, the prayer for intervention cannot be allowed for reasons mentioned above. Consequently, I.A. No. 134476 of 2021 seeking intervention stands dismissed.

6. Reverting to the merits of the transfer petitions, learned counsel for petitioner has contended that multiple FIRs were registered against petitioner and other accused persons in different States having similar set of allegations, which has led into multiple trials being pending before various Trial Courts in different States for adjudication. Most of the accused persons in all FIRs and witnesses thereof are common. However, for the



(C-011)

purpose of trial, all the accused as well witnesses have to attend hearing dates before various Courts leading to delay and huge expenses. Moreover, most of the transactions pertaining to the alleged offence have taken place in Mumbai, Maharashtra and as per the chart supplied by the petitioner, majority of the witnesses relevant for the purpose of trial are also from Mumbai. However, the petitioner has prayed the transfer of all cases for trial by one

Court primarily on the grounds of convenience, expeditious disposal and no-prejudice may be caused to the defence of the accused for fair trial and to secure ends of justice.

7. Per contra, the learned counsel for respondent has opposed the transfer petitions primarily on the ground that the transfer petitions have been filed belatedly. It has been contended that, High Court of Bombay vide order dated 24.06.2021 passed in Criminal Application No. 628/2014, directed the concerned Trial Court to complete the trial in C.C. No. 147/2002 (i.e. one of the cases of which transfer is being sought in the instant petitions) by passing final judgment and order within a maximum period of

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10. In the instant case, it is not in dispute that since 2002, multiple FIRs across four States namely; Gujārat, Maharashtra, New Delhi and West Bengal have been filed against petitioner and other accused persons containing broad and common allegations pertaining to act done in collusion by accused persons to defraud the complainants and misappropriate the money raised thereby while dealing/trading in government securities in the name of accused company M/s Home Trade Limited. The State in its counter affidavit has stated that during investigation, the accused

Company was found not to be eligible to deal in transactions relating to government securities, whereas, petitioner and other accused person namely Sanjay Hariram Agarwal were acting as Directors and authorized signatories of accused Company. From a bare perusal of the facts and FIRs, it is seen that there is commonality of facts in each FIR and that most of the transactions have taken place in Mumbai. Further, the FIRs mainly have petitioner and Sanjay Hariram Agarwal as common accused persons.

WEST TRUST



11. As per the details provided by petitioner in a chart annexed with petition, out of all the nineteen FIRs registered against petitioner and other accused persons, one FIR has been registered in Kolkata, West Bengal; two FIRs are registered in Delhi; nine FIRs are registered in different districts of Gujarat and seven FIRs are registered in different districts of Maharashtra. Furthermore, as stated by petitioner and unrefuted by respondent State, out of total 689 witnesses in all nineteen cases pending before respective Trial Courts, 236 witnesses are from Mumbai. It is further not disputed that in multiple cases, almost 20 years have lapsed and yet majority of the trials are pending at the initial stage. It wouldn't be out of place to mention that primary reason for such delay is the multiplicity of proceedings alongwith practical difficulties for the Trial Court to secure the presence of witnesses as well as accused for concluding the trial.

12. The contention of the State that prejudice will be caused if the transfer is allowed at such a belated stage when one of the criminal proceedings is at the final stage is bereft of merit. At



(23)

this juncture, it is apt to refer order dated 24.06.2021 passed by High Court of Judicature at Bombay in Criminal Application No. 628/2021 filed by accused Sanjay Hariram Agarwal seeking transfer of criminal cases pending against him. The same is reproduced for ready reference as thus:

".....(ii) We direct that the trial in said C.C. No. 147/2002 (Crime No. 101/2002 registered with Ganesh Peth Police Station, Nagpur) be completed by passing final judgment and order within maximum period of four months from today. We make it clear that we are granting maximum four months' time in view of Covid-19 restrictions....."

(iii) We make it clear that after completion of trial in said C.C. No. 147/2002 (Crime No. 101/2002 registered with Ganesh Peth Police Station, Nagpur) against other accused except the Applicant, the trial against Applicant be commenced by conducting the same expeditiously and preferably on day-to-day basis and the same be completed within a period of four months after commencement of trial against present Applicant."

As is evident from the aforesaid order, the High Court directed completion of trial in C.C. No. 147/2002 in a time bound



(C-24)

manner against other accused persons except the applicant i.e., Sanjay Hariram Agarwal (accused no. 3 in C.C. No. 147/2002). The High Court further directed that once the trial against other accused persons is completed, then only trial against applicant therein shall commence. The High Court effectively split the trial of other accused persons from trial of Sanjay Hariram Agarwal and caused serious prejudice. As is gathered from the records and also stated above, accused Sanjay Hariram Agarwal alongwith petitioner herein were acting in the capacity of the Directors of accused company. The person who could have put the best defence (oral as well as documentary) before Trial Court where evidence led by prosecution was common and mostly related to same transaction, was effectively excluded by the order of High Court. In my considered view, such an approach taken by High Court is prima-facie amounts to differential treatment, causing serious prejudice to the right of fair trial of other accused persons including the petitioner herein.

13. In view of the foregoing discussion, considering the common nature of allegations raised against the petitioner in all



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FIRs and criminal proceedings emanating therefrom which are yet pending before respective Trial Courts in four States, I am of the opinion that to meet the ends of justice and fair trial, the transfer petitions deserve to be allowed. Therefore, the instant transfer petitions are disposed-off with the following directions:-

- a) The criminal cases, as specified in para 1 (clause (i) to (xvi)) of this order shall be transferred from the courts, where those are pending, to the court of Principal Judge, Bombay City Civil and Sessions Court, Fort, Mumbai - 400032, Maharashtra;
- b) the Principal Judge is at liberty to assign the cases to any of the Court situated in his jurisdiction to try all those cases. He is also at liberty to assign some of the cases to any other courts also, if necessary;
- c) It is further directed that the transferor courts shall immediately transmit the record of concerned cases to the Principal Judge, Bombay City Civil and Sessions Court, Fort, Mumbai - 400032, which should reach on or before 31.10.2022;

PROJ



- d) all the accused in the concerned cases shall appear before the Principal Judge, Bombay City Civil and Sessions Court, Fort, Mumbai on 14.11.2022;
- e) on assignment of those cases to the concerned Court(s), as directed hereinabove, the said Court(s) shall frame the charges within a period of two months from the date of appearance, or on securing presence of the accused persons, if absent; and thereafter the trial be concluded as expeditiously as possible, not later than two years. It is needless to observe that the examination of the witnesses in all cases will be recorded by the Court(s) separately, thereby it should not cause any prejudice to any accused.

.....J.
(J.K. MAHESHWARI)

New Delhi;
September 9, 2022.



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RECEIVED
No. 19293/2021 /SE
TVIA
SUPREME COURT OF INDIA
NEW DELHI
26th September, 2022

From:

The Assistant Registrar
Supreme Court of India, New Delhi.

ASSISTANT REGISTRAR

To,

1. THE COURT OF ADDITIONAL CHIEF
JUDICIAL MAGISTRATE, SURAT,
GUJARAT

(REF:- 1. CRIMINAL CASE NO.
101378/2002 ARISING OUT OF FIR NO.
C.R. NO. 166/2002, DATED 30.07.2002
REGISTERED AT POLICE STATION
UDHANA, SURAT, GUJARAT;
2. CRIMINAL CASE NO. 9156/2002
ARISING OUT OF FIR NO. I.C.R. NO.
274/2002, DATED 02.07.2002
REGISTERED AT POLICE STATION
UMRA, SURAT, GUJARAT;
3. CRIMINAL CASE NO. 174/2003
ARISING OUT OF FIR NO. C.R. NO. I-
226/2002, DATED 30.08.2002
REGISTERED AT POLICE STATION
RANDER, SURAT, GUJARAT)

2. THE COURT OF ADDITIONAL CHIEF
JUDICIAL MAGISTRATE/JUDICIAL
MAGISTRATE FIRST CLASS, SURAT,
GUJARAT

(REF:- CRIMINAL CASE NO.
100521/2003 ARISING OUT OF FIR NO.
274/2002, DATED 06.08.2002
REGISTERED AT POLICE STATION
VARACHHA, SURAT, GUJARAT)

3. THE COURT OF ADDITIONAL CHIEF
JUDICIAL MAGISTRATE, GANDEVI,
DISTRICT NAVSARI, GUJARAT

(REF:- CRIMINAL CASE NO. 2773/2004
ARISING OUT OF FIR/M.CASE NO.
37/2002, DATED 16.07.2002 REGISTERED
AT POLICE STATION GANDEVI,
NAVSARI, GUJARAT)

PID: 12949/2022 IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-A)

PID: 129495/2022 IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-A)

PID: 129496/2022 IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-A)

- 4 THE COURT OF CHIEF JUDICIAL
MAGISTRATE,
NAVSARI, DISTRICT NAVSARI,
GUJARAT

PID: 129497/2022 IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-A)

(REF:- CRIMINAL CASE NO. 6040/2002
ARISING OUT OF FIR NO. 1-93/2002,
DATED 18.08.2002 REGISTERED AT
POLICE STATION NAVSAR TOWN,
NAVSARI, GUJARAT)

- 5 THE COURT OF CHIEF JUDICIAL
MAGISTRATE,
VALSAD, DISTRICT VALSAD, GUJARAT

PID: 129498/2022 IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-A)

(REF:- CRIMINAL CASE NO. 2121/2002
ARISING OUT OF FIR NO. 1-119/2002,
DATED 10.06.2002 REGISTERED AT
POLICE STATION VALSAD CITY,
VALSAD, GUJARAT)

- 6 THE COURT OF ADDITIONAL CHIEF
JUDICIAL MAGISTRATE, ANAND,
DISTRICT ANAND, GUJARAT

PID: 129499/2022 IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-A)

(REF:- 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, GUJARAT)

- 7 THE COURT OF II ADDITIONAL CHIEF
JUDICIAL MAGISTRATE, MORBI,
DISTRICT MORBI, GUJARAT

PID: 129500/2022 IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-A)

(REF:- CRIMINAL CASE NO. 244/2002
ARISING OUT OF FIR/M.CASE NO.
22/2002 (C.R. NO. 1-226/2002), DATED
07.06.2002 REGISTERED AT POLICE
STATION MORBI, GUJARAT)

- 8 THE COURT OF ADDITIONAL CHIEF
METROPOLITAN MAGISTRATE,
PATIALA HOUSE COURT, NEW DELHI

PID: 129501/2022 IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-A)

(REF:- CRIMINAL CASE NO. 40449/2016
ARISING OUT OF FIR NO.280/2002,
DATED 04.05.2002 REGISTERED AT
POLICE STATION CONNAUGHT PLACE,
NEW DELHI)

9 THE COURT OF CHIEF JUDICIAL
MAGISTRATE,
SAKET COURTS, NEW DELHI

(REF:- CRIMINAL CASE NO.
20.42203/2016 ARISING OUT OF FIR NO.
242/2002, DATED 17.06.2002
REGISTERED AT POLICE STATION
SAROJINI NAGAR, NEW DELHI)

PID: 129503/2022 IN T.P.(C.I.)
NO.333-348/2021 (SEC XVI-A)

10 THE DISTRICT JUDGE,
BARRACKPORE COURT
KOL KATA, WEST BENGAL

(REF:- CRIMINAL CASE NO. 2002
ARISING OUT OF FIR NO.298/2002,
DATED 22.08.2002 REGISTERED AT
POLICE STATION JACATDAL, 24
NORTH PARAGANAS, WEST BENGAL)

PID: 129503/2022 IN T.P.(C.I.)
NO.333-348/2021 (SEC XVI-A)

11 THE COURT OF 2ND ADDITIONAL
CHIEF JUDICIAL MAGISTRATE,
NAGPUR, MAHARASHTRA

(REF:- CRIMINAL CASE NO. 147/2002
ARISING OUT OF F.I.R. NO.97/2002,
DATED 25.04.2002 AND C.R. NO.
101/2002, DATED 29.04.2002, BOTH
REGISTERED AT POLICE STATION
GANESHPETH, NAGPUR,
MAHARASHTRA)

PID: 129504/2022 IN T.P.(C.I.)
NO.333-348/2021 (SEC XVI-A)

12 THE COURT OF CHIEF JUDICIAL
MAGISTRATE,
AMRAVATI, MAHARASHTRA

(REF:- CRIMINAL CASE NO. 847/2002
ARISING OUT OF F.I.R. AT C.R. NO.
75/2002, DATED 15.05.2002 REGISTERED
AT POLICE STATION CITY KOTWALL,
AMRAVATI, MAHARASHTRA)

PID: 129505/2022 IN T.P.(C.I.)
NO.333-348/2021 (SEC XVI-A)

13 THE COURT OF CHIEF JUDICIAL
MAGISTRATE,
PIMPRI, PUNE

(REF:- CRIMINAL CASE NO. 499/2002
ARISING OUT OF F.I.R. AT C.R. NO.
102/2002, DATED 08.05.2002
REGISTERED AT POLICE STATION
PIMPRI, PUNE, MAHARASHTRA)

PID: 129506/2022 IN T.P.(C.I.)
NO.333-348/2021 (SEC XVI-A)

14 THE COURT OF 3RD JUDICIAL
MAGISTRATE FIRST CLASS, SHIVAJI
NAGAR, PUNE, MAHARASHTRA

(REF:- CRIMINAL CASE NO. 357/2002
ARISING OUT OF F.I.R. AT C.R. NO.
65/2002, DATED 15.05.2002 REGISTERED
AT POLICE STATION VISHRAMBAUG,
PUNE, MAHARASHTRA)

PID: 129507/2022 IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-A)

15 THE COURT OF PRINCIPAL JUDGE,
BOMBAY CITY CIVIL AND SESSIONS
COURT, FORT,
MUMBAI - 400032, MAHARASHTRA

PID: 129508/2022 IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-A)

TRANSFER PETITION (CRIMINAL) No(s) 333-348 OF 2021
WITH
IA No 105293/2021-STAY APPLICATION

KETAN KANTILAL SETH

... Petitioner(s)/Appellant(s)

VERSUS

THE STATE OF GUJARAT & ORS

... Respondent(s)

Sir,

In continuation of this Registry's letter dated 20th May 2022 addressed to the Court of 2nd Additional Chief Judicial Magistrate, Nagpur, Maharashtra, I am directed to inform you that Transfer Petitions above mentioned have been disposed of with observations by this Hon'ble Court in terms of the signed non-reportable Order dated 09th September, 2022.

A Certified Copy of the said non-reportable Order in the matters (alongwith amended cause title/memo of parties in Criminal Case No. 847 of 2002 pending before the Court of CJM, Amravati, Maharashtra) is being forwarded herewith for your information and necessary compliance under intimation to this Registry.

Please acknowledge receipt.

Yours faithfully,

ASSISTANT REGISTRAR

Copy with a Certified copy of Order dated 09th September, 2022 forwarded to:-

1. The Registrar, High Court of Ahmedabad at Gujarat
2. The Registrar, High Court of Delhi at New Delhi
3. The Registrar, High Court at Calcutta (Kolkata), West Bengal
4. The Registrar, Bombay High Court, Mumbai, Maharashtra

ASSISTANT REGISTRAR

NON-REPORTABLE

IN THE SUPREME COURT OF INDIA
CRIMINAL ORIGINAL JURISDICTION

TRANSFER PETITION (CRIMINAL) Nos. 333-348/202

Ketan Kantilal Seth

.....Petitioner

VERSUS

C64281

State of Gujarat & Ors.

..... Respondent

WDLA No. 134476 of 2021

Certified to be true copy
Vasishth
Assistant Registrar (C-1)ORDER29/07/2021
201
Supreme Court of India

1. With the consent of the parties, these transfer petitions have been taken up for final hearing. The present petitions have been filed by petitioner/accused for invoking the power under Section 406 of Code of Criminal Procedure, 1973 (hereinafter referred to as 'CrPC'), seeking transfer of 16 criminal cases pending against him in four different States to one Court in Mumbai, where 3 cases are already pending. Following are the cases of which transfer are being sought -

- i. Criminal Case No. 101878/2003 arising out of FIR No. C.R. No. I-64/2002, dated 30.07.2003, registered at

- Police Station Udhana, Surat, Gujarat, pending before Additional Chief Judicial Magistrate, Surat;
- ii. Criminal Case No. 9166/2002 arising out of FIR No. I.C.R. No. 274/2002, dated 02.07.2002 registered at Police Station Umra, Surat, Gujarat, pending before Additional Chief Judicial Magistrate, Surat;
- iii. Criminal Case No. 174/2003 arising out of FIR No. C. R. No. I-226/2002, dated 30.08.2002 registered at Police Station Rander, Surat, Gujarat, pending before Additional Chief Judicial Magistrate, Surat;
- iv. Criminal Case No. 100521/2003 arising out of FIR No. 274/2002, dated 06.08.2002 registered at Police Station Varachha, Surat, Gujarat, pending before Additional Chief Judicial Magistrate/Judicial Magistrate First Class, Surat;
- v. Criminal Case No. 2778/2004 arising out of FIR/M. Case No. 3/2002, dated 16.07.2002 registered at Police Station Gandevi, Navsari, Gujarat, pending before Additional Chief Judicial Magistrate, Gandevi;



- 7
(29)
- vi. Criminal Case No. 6840/2002 arising out of FIR No. I-93/2002, dated 18.08.2002 registered at Police Station Navsai Town, Navsari, Gujarat, pending before Chief Judicial Magistrate, Navsari;
 - vii. Criminal Case No. 2121/2002 arising out of FIR No. I-119/2002, dated 10.06.2002 registered at Police Station Valsad City, Valsad, Gujarat, pending before Chief Judicial Magistrate, Valsad;
 - viii. 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, Gujarat, pending before Additional Chief Judicial Magistrate, Anand;
 - ix. Criminal Case No. 244/2002 arising out of FIR/M. Case No. 22/2002 (C.R. No. I-226/2002), dated 07.06.2002 registered at Police Station Morbi, Gujarat, pending before II Additional Chief Judicial Magistrate, Morbi;
 - x. Criminal Case No. 40449/2016 arising out of FIR No. 280/2002, dated 04.05.2002 registered at Police Station Connaught Place, New Delhi, pending before Additional



Chief Metropolitan Magistrate, Patiala House Court, New Delhi;

- xi. Criminal Case No. 2034203/2016 arising out of FIR No. 242/2002, dated 17.06.2002 registered at Police Station Sarojini Nagar, New Delhi, pending before Chief Metropolitan Magistrate, Saket Court, New Delhi;
- xii. Criminal Case No. ____/2002 arising out of FIR No. 298/2002, dated 22.08.2002 registered at Police Station Jagatdal, 24 North Paraganas, West Bengal, pending before Barrackpore Court, Kolkata;
- xiii. Criminal Case No. 147/2002 arising out of F.I.R. No. 97/2002, dated 25.04.2002 and C.R. No. 101/2002, dated 29.04.2002, both registered at Police Station Ganeshpeth, Nagpur, Maharashtra, pending before 155-II Additional Chief Judicial Magistrate First Class. Nagpur,.
- xiv. Criminal Case No. 847/2002 arising out of F.I.R. at C.R. No. 75/2002, dated 15.05.2002 registered at Police Station City Kotwali, Amravati, Maharashtra, pending before Chief Judicial Magistrate, Amravati;

Criminal Case No. 498/2002 arising out of F.I.R. at C.R. No. 102/2002, dated 08.05 2002 registered at Police Station Pimpri, Pune, Maharashtra, pending before Chief Judicial Magistrate, Pimpri, Pune;

xvi Criminal Case No. 357/2002 arising out of F.I.R. at C.R. No. 65/2002, dated 15.05.2002 registered at Police Station Vishrambaug, Pune, Maharashtra, pending before III Judicial Magistrate First Class, Shivaji Nagar, Pune.

In fact, the basic object to file these transfer petitions is to get all cases transferred at one place and may be directed to try together.

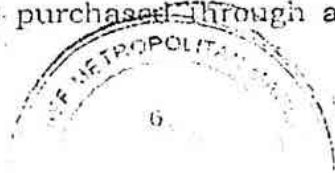
2. In a nutshell, the prosecution story in majority of the cases revolves around one accused company namely M/s Home Trade Limited, which is alleged to have engaged in the business of Stock, Securities, Brokering and Trading. The allegations against the petitioner herein and one Sanjay Hariram Agarwal are that they were the authorized signatories of the accused company and while acting in the capacity of Directors of the said accused company, they entered into several transactions dealing with government

METROPOLITAN

securities and further sold the said securities without any authorization. Further, it has also been alleged that the government securities were not delivered within time and the money raised thereby has been misappropriated by the accused persons including the petitioner herein.

3. During the pendency of the instant petitions, application for intervention (bearing I.A. No. 134476 of 2021) has also been filed on behalf of one applicant namely; Omprakash Bhaurao Kamdi, seeking permission to intervene on the grounds of being a 'necessary' and 'proper' party as stated in the application.

4. Before advertng to merits of the transfer petitions, the application seeking intervention is being taken up for disposal. The intervenor claims to be an agriculturist who is dependent on financial aid provided by Nagpur District Central Cooperative Bank Limited (hereinafter referred as NDCCB) for his day-to-day agricultural activities. It is said Chairman of NDCCB, who lodged an FIR in 2002 against the petitioner and other accused persons alleging non-delivery of the government securities worth Rs. 125 crores which NDCCB purchased through accused company in



which petitioner and other accused persons were directors. The petitioner also sought transfer of concerned trial in the instant transfer petitions.

5. It is a settled principle of law in criminal jurisprudence that intervention application filed by a third party should not ordinarily be allowed in criminal cases unless the Court is satisfied that on the grounds on which the person seeking intervention is directly or substantially related to the case and question of law which may affect him adversely; or in the opinion of Court, joining the intervenor in the case is expedient in public interest. Having perused the contents of intervention application, nothing is averred in the application, how non-joining of applicant may cause prejudice or affect the public interest. The applicant is neither a complainant in any of the cases of which transfer is being sought, nor he has any direct involvement or ground of his joining in public interest. The intervenor has no locus to intervene in the present petition, therefore, I am of the opinion that the grounds as mentioned by the intervenor are not proper to allow the application. It is to observe that prayer in the present petition



is confined to transfer the criminal trials pending before Trial Courts in different States for trial by one Court in one State and in such circumstances, the prayer for intervention cannot be allowed for reasons mentioned above. Consequently, I.A. No. 134476 of 2021 seeking intervention stands dismissed.

6. Reverting to the merits of the transfer petitions, learned counsel for petitioner has contended that multiple FIRs were registered against petitioner and other accused persons in different States having similar set of allegations, which has led into multiple trials being pending before various Trial Courts in different States for adjudication. Most of the accused persons in all FIRs and witnesses thereof are common. However, for the purpose of trial, all the accused as well witnesses have to attend hearing dates before various Courts leading to delay and huge expenses. Moreover, most of the transactions pertaining to the alleged offence have taken place in Mumbai, Maharashtra and as per the chart supplied by the petitioner, majority of the witnesses relevant for the purpose of trial are also from Mumbai. However, the petitioner has prayed the transfer of all cases for trial by one

Court primarily on the grounds of convenience, expeditious disposal and no-prejudice may be caused to the defence of the accused for fair trial and to secure ends of justice.

7 Per contra, the learned counsel for respondent has opposed the transfer petitions primarily on the ground that the transfer petitions have been filed belatedly. It has been contended that, High Court of Bombay vide order dated 24.06.2021 passed in Criminal Application No. 628/2014, directed the concerned Trial Court to complete the trial in C.C. No. 147/2002 (i.e. one of the cases of which transfer is being sought in the instant petitions) by passing final judgment and order within a maximum period of four months. The proceedings in the said case are already at the final stage. Hence, the prayer of the petitioner seeking transfer of cases as mentioned deserves to be dismissed.

8. After having heard both the sides, the primary issue for consideration before this Court is *'Whether the criminal cases pending before different Trial Courts in four States can be transferred to one Trial Court in one State?; Whether transfer of case of one of the criminal case which is at the final stage of trial*

METROPOLITAN

before concerned Court in Nagpur, can be directed to be transferred at such belated stage?

9. To answer the aforesaid questions, first of all it is necessary to know the underlying intention of Section 406 of CrPC. Section 406 deals with the power of Supreme Court to transfer the cases. The Court can exercise such power for fair trial and to secure the ends of justice. The language impliedly left the transfer of the cases on the discretion of the Court. If the Court is satisfied that it is imperative to transfer the cases in the interest of justice or to secure ends of justice, then it may do so.

10. In the instant case, it is not in dispute that since 2002, multiple FIRs across four States namely; Gujarat, Maharashtra, New Delhi and West Bengal have been filed against petitioner and other accused persons containing broad and common allegations pertaining to act done in collusion by accused persons to defraud the complainants and misappropriate the money raised thereby while dealing/trading in government securities in the name of accused company M/s Home Trade Limited. The State in its counter affidavit has stated that during investigation, the accused



Company was found not to be eligible to deal in transactions relating to government securities, whereas, petitioner and other accused person namely Sanjay Hariram Agarwal were acting as Directors and authorized signatories of accused Company. From a bare perusal of the facts and FIRs, it is seen that there is commonality of facts in each FIR and that most of the transactions have taken place in Mumbai. Further, the FIRs mainly have petitioner and Sanjay Hariram Agarwal as common accused persons.

11. As per the details provided by petitioner in a chart annexed with petition, out of all the nineteen FIRs registered against petitioner and other accused persons, one FIR has been registered in Kolkata, West Bengal; two FIRs are registered in Delhi; nine FIRs are registered in different districts of Gujarat and seven FIRs are registered in different districts of Maharashtra. Furthermore, as stated by petitioner and unrefuted by respondent State, out of total 689 witnesses in all nineteen cases pending before respective Trial Courts, 236 witnesses are from Mumbai. It is further not disputed that in multiple cases, almost 20 years have lapsed and



yet majority of the trials are pending at the initial stage. It wouldn't be out of place to mention that primary reason for such delay is the multiplicity of proceedings alongwith practical difficulties for the Trial Court to secure the presence of witnesses as well as accused for concluding the trial.

12. The contention of the State that prejudice will be caused if the transfer is allowed at such a belated stage when one of the criminal proceedings is at the final stage is bereft of merit. At this juncture, it is apt to refer order dated 24.06.2021 passed by High Court of Judicature at Bombay in Criminal Application No. 628/2021 filed by accused Sanjay Hariram Agarwal seeking transfer of criminal cases pending against him. The same is reproduced for ready reference as thus:

".....(ii) We direct that the trial in said C.C. No. 147/2002 (Crime No. 101/2002 registered with Ganesh Peth Police Station, Nagpur) be completed by passing final judgment and order within maximum period of four months from today. We make it clear that we are granting maximum four months' time in view of Covid-19 restrictions....."

(iii) We make it clear that after completion of trial in
old C.C. No. 147/2002 (Crime No. 101/2002
registered with Ganesh Peth Police Station, Nagpur)
against other accused against the Applicant, the trial
against Applicant be commenced by conducting the
same expeditiously and preferably on day-to-day
basis and the same be completed within a period of
four months after commencement of trial against
present Applicant."

As is evident from the aforesaid order, the High Court directed completion of trial in C.C. No. 147/2002 in a time bound manner against other accused persons except the applicant i.e., Sanjay Hariram Agarwal (accused no. 3 in C.C. No. 147/2002). The High Court further directed that once the trial against other accused persons is completed, then only trial against applicant therein shall commence. The High Court effectively split the trial of other accused persons from trial of Sanjay Hariram Agarwal and caused serious prejudice. As is gathered from the records and also stated above, accused Sanjay Hariram Agarwal alongwith petitioner herein were acting in the capacity of the Directors of accused company. The person who could have put the best defence (oral as well as documentary) before Trial Court where evidence led by prosecution was common and mostly related to same transaction,



was effectively excluded by the order of High Court. In my considered view, such an approach taken by High Court is prima-facie amounts to differential treatment, causing serious prejudice to the right of fair trial of other accused persons including the petitioner herein.

13. In view of the foregoing discussion, considering the common nature of allegations raised against the petitioner in all FIRs and criminal proceedings emanating therefrom which are yet pending before respective Trial Courts in four States, I am of the opinion that to meet the ends of justice and fair trial, the transfer petitions deserve to be allowed. Therefore, the instant transfer petitions are disposed-off with the following directions: -

- a) The criminal cases, as specified in para 1 (clause (i) to (xvi)) of this order shall be transferred from the courts, where those are pending, to the court of Principal Judge, Bombay City Civil and Sessions Court, Fort, Mumbai - 400032, Maharashtra;
- b) the Principal Judge is at liberty to assign the cases to any of the Court situated in his jurisdiction to try all those

ROPCL/114

cases. He is also at liberty to assign some of the cases to any other courts also, if necessary;

- c. it is further directed that the transferor courts shall immediately transmit the record of concerned cases to the Principal Judge, Bombay City Civil and Sessions Court, Fort, Mumbai - 400032, which should reach on or before 31.10.2022;
- d. all the accused in the concerned cases shall appear before the Principal Judge, Bombay City Civil and Sessions Court, Fort, Mumbai on 14.11.2022;
- e. on assignment of those cases to the concerned Court(s), as directed hereinabove, the said Court(s) shall frame the charges within a period of two months from the date of appearance, or on securing presence of the accused persons, if absent; and thereafter the trial be concluded as expeditiously as possible, not later than two years. It is needless to observe that the examination of the witnesses



in all cases will be recorded by the Court(s) separately
thereby it should not cause any prejudice to any accused

sd/-
.....
(J.K. MAHESHWARI)

New Delhi;
September 9, 2022.

