

IN THE COURT OF THE SPECIAL JUDGE, C.B.I. COURT NO.II,
BHUBANSWAR.

PRESENT:

Shri S.K.Mishra,
Special Judge, C.B.I. Court No.II,
Bhubaneswar.

T.R. Case No. 19/84 of 2007/2012.
Arising out of R.C.No. 1(A) of 2006.

Date of Argument.21.9.2016.

Date of Judgment.24.9.2016.

Republic of India.

Versus.

Santosh Kumar Joshi, aged about 63 years,
Son of late Ganesh Narayan Joshi, Vill. Daleipada,
P.S. Sambalpur Town, Dist. Sambalpur
At/P. Nayabazar, Sector-21, P.S. Plant Side Road,
Rourkela, Dist. Sundargarh.

... Accused.

For the prosecution :Sri Ajay Singh, P.P. C.B.I.

For the Defence :Sri G.Acharya & Associates, Advs.

Offences U/S.409 IPC and 13(2) read with Section 13(1)(c) and
(1)(d) of the Prevention of Corruption Act, 1988.

JUDGMENT

- 1.** The accused Santosh Kumar Joshi stands charged U/S.409 of the Indian Penal Code and U/S. 13(2) read with Sec. 13(1) (c) & (d) of the Prevention of Corruption Act, 1988.
- 2.** Facts material for the prosecution are as follows: The accused Santosh Kumar Joshi was working as Branch

Manager in Punjab National Bank, Badarama branch in the district of Sambalpur during the period from 26.4.2002 to 2.5.2005. The accused- Branch Manager had taken a hand loan of Rs.1 lakh from Shri Durga Charan Murmu on 27.3.2004, as he was working as an Officer in the said branch during the year 2004. The amount of Rs.1 lakh was transferred from O.D. A/c No. 74 of Sri Murmu through debit transfer voucher. Out of the said amount, Rs.50,000/- was transferred to the S.F account No.2949 of the accused Joshi and Rs.50,000/- was transferred to the S.F. a/c No. 2874 of Sri Amender Sharma, proprietor of M/S. Durga Medical Store, one of the customers of that branch. On 16.10.04 Sri Murmu was deputed to P.N.B. Kantala Branch. He requested accused Joshi for repayment of the loan amount of Rs.1 lakh. The accused Joshi transferred Rs.50, 000/- from the account No.2870 of Sri Amender Sharma but the accused Sri Joshi fraudulently transferred the balance Rs.50, 000/- from the cash credit account No.52 of M/S. Durga Medicals through a transfer debit voucher without the knowledge, consent and signature of its proprietor Sri Anup Bohidar and it was passed by the accused Joshi. The aforesaid amount of Rs.1 lakh was used for issuing a Transfer payment Order (TPO) dated 16.10.2004 in the name of Sri Murmu on Punjab National Bank, Kantala branch where it was credited to the account of Sri Murmu and withdrawn.

- 3.** Prosecution case further reveals that one Khetra Mohan Pasayat of vill.Jagannathpada Jamankira had taken a loan of Rs.60, 000/- from P.N.B. Badarama branch on 1.3.2004 and on 14.3.2005 loanee Pasayat deposited Rs.15,000/- with accused Joshi towards part repayment

of the loan which was received by accused Joshi and issued counterfoil of pay-in-slip by putting his signature and the stamp of the PNB acknowledging receipt of money. The accused did not deposit/ account for the received amounts of the depositor in the cash book and also did not reflect the said receipt of cash in any of the records of the Bank. Consequently being the Branch Manager of the Bank, he committed criminal breach of trust, abusing his official position and dishonestly misappropriated a total amount of Rs.65,500/- by falsifying the records and thus, caused wrongful loss to the bank and obtained for himself pecuniary advantage of the aforesaid amount. On completion of investigation, C.B.I submitted charge sheet against the accused resulting in the present case. Charge u/s. 409 IPC and u/s. 13(2) read with section 13(1)(c) and 13(1)(d) of the P.C.Act, 1988 was framed against the accused. He pleaded not guilty to the charges and claimed to be tried.

4. Defence plea is one of complete denial of complicity of the accused in the alleged offences.

5. Points for determination are:

i. Whether the accused during the period the period from 26.4.2002 to 2.5.2005 while working as Branch Manager, P.N.B. Badarama Branch and in such capacity of a public servant entrusted with a sum of Rs.65,000/- deposited by the customers and which was the property of Punjab National Bank or having dominion over the said property committed criminal breach of trust in respect of the said property by not crediting the amount to the account of the respective account holders of the said Bank as alleged?

- ii. Whether the accused during the aforesaid period being a public servant working as Branch Manager, P.N.B. Badarama branch dishonestly misappropriated the amount of Rs.65,000/- which was entrusted to him as a public servant and converted the same to his own use by not crediting the amount of Rs.15,000/- to the account of the loanee and transferring the amount of Rs.50,000/- through a transfer debit voucher without the signature of Anup Bohidar proprietor of M/S. Durga Medicals which was fraudulently passed by the accused as alleged?
- iii. Whether the accused during the aforesaid period being a public servant working as Branch Manager, PNB Badarama branch by corrupt and illegal means or otherwise abusing his position as such public servant obtained for him pecuniary advantage to the tune of Rs. 65,000/- out of which Rs.15,000/-was deposited by the account holder Khetra Mohan Pasayat of the said Branch by not crediting the amount to his loan account and transferred the amount of Rs.50,000/- through a transfer debit voucher without the signature of Anup Bohidar proprietor of M/S. Durga Medicals which was fraudulently passed by the accused as alleged?
- 6.** Prosecution in support of its charges against the accused has examined as many as 10 (ten) witnesses whereas the defence has adduced no evidence in substantiation of its plea and case. Documents vide Ext.1 to Ext.81 have been marked on behalf of the prosecution. No witness has been examined on behalf of the accused persons and no document has been exhibited from the side of the defence.
- 7.** There could be no denying that the accused Santosh Kumar Joshi was working as Branch Manager in the Punjab National Bank, Badarama Branch in the district of

Sambalpur. Accused Joshi had admitted in his statement u/s. 313 Cr.P.C that he was working as Branch Manager in Punjab National Bank, Badarama Branch for the period from 2002 to 2005.

- 8.** Concomitantly, the important point for determination is whether the accused received an amount of Rs.15,000/- from Sri Khetramohan Sahu vide pay-in-slip Ext.15 and transferred Rs.50,000/- each from the cash credit account No.52 of Anup Bohidar , proprietor of M/s. Durga Medicals and from the S.B.Account no.2870 of Amarendra Sharma to the account of Durga Charan Murmu through debit vouchers vide Ext.9 and Ext.10.
- 9.** Undeniably, one of the important witnesses for the prosecution is Durga Charan Murmu, who was working as Second Man in P.N.B. Badarama Branch and from whom accused had taken hand loan of Rs.1 lakh. This material witness appearing as P.W.5 has deposed that he gave a debit voucher of Rs.1,00,000/- to the accused vide voucher Ext.5. He has further deposed that out of the said amount of Rs.1 lakh, the accused credited an amount of Rs.50,000/- to the S.F. Account No.2870 of Amrendra Sharma and rest amount of Rs.50,000/- to his (accused) S.F. Account No.2949 vide credit vouchers Exts.6 and 6/1. He has proved the signatures of the accused appearing in those credit vouchers as Ext.6/2 and Ext.6/3. P.W.5 has testified that on 16.10.2004 he joined as officer of P.N.B. Kantala Branch on deputation and before proceeding on deputation to Kantala branch, he demanded his loan amount Rs.1 lakh from the accused S.K.Joshi for which accused gave him a transfer payment order dated 16.10.2004 amounting to Rs.1 lakh vide Ext.13. Accused also gave him a credit voucher of

Rs.1 lakh vide Ext.8 having his signature vide Ext.8/1. P.W.5 has further testified that accused gave him two debit vouchers (Ext.9 and Ext.10) of Rs.50,000/- each in respect of C.C a/c No. 52 M/S. Durga Medical Store and another S.F. Account No. 2870 of Amrendra Sharma. He has proved the signatures appearing in those debit vouchers as Ext.9/1 and Ext.10/1. P.W.5 has specifically deposed that the accused has passed the debit vouchers Ext.9 and Ext.10, having no signature of the concerned customers. According to P.W.5, he deposited the transfer payment order (TPO) Ext.13 amounting to Rs.1 lakh in his S.F A/c No. 816 and the said amount was credited to his account.

- 10.** P.W.1 Ajaya Kumar Rana the then Branch Manager of P.N.B. Badarama branch has testified that he knows the accused Santosh Kumar Joshi as Branch Manager from 2002 to 2005 of the said branch. He has further testified that on 27.3.2004 an amount of Rs.1 lakh was debited from the account of Durga Charan Murmu, an officer of the said branch and credited to A/c No.2870 of Amarendra Sharma vide credit voucher Ext.6 and A/c No. 2949 of accused Santosh Kumar Joshi vide credit voucher Ext.6/1. He has proved the debit voucher of Durga Charan Murmu as Ext.5. It is further revealed from the evidence of P.W.1 that Murmu was transferred from Badarama branch to Kantala branch and on 16.10.2004, Rs.50,000/- each was debited from the account of Amarendra and M/S.Durga Medical Store through debit vouchers Ext.9 and Ext.10. The aforesaid amount of Rs.1 lakh was sent to Kantala Branch as TPO vide debit voucher Ext.8. The transfer payment order was in the name of Murmu vide Ext.13. His categorical evidence is

that this transaction was mentioned in internal transfer journal vide Ext.11 and the accused has prepared the vouchers vide Ext.8, Ext.9 and Ext.10. P.W.1 has proved the statement of account of Durga Medical Store as Ext.12 and the statement of account of Durga Charan Murmu at Kantala branch which shows that the amount was credited to his account vide Ext.14. It is the specific evidence of P.W.1 that the proprietor of Durga Medical Store has not signed on the voucher vide Ext.9. P.W.1 has further deposed that Ext.15 is the counterfoil issued by accused for receiving Rs.15,000/- from Khetra Mohan Pasayat but the said amount of Rs.15,000/- has not been credited in the account of Pasayat vide ledger Ext.16. He has further deposed that Ext.17 cash book dated 14.3.2005 of PNB Badarama branch does not reveal the deposit of Rs.15,000/- in the name of Pasayat.

- 11.** P.W.4 Anup Kumar Bohidar proprietor of M/s.Durga Medical Store at Jamankira has deposed that he knows the accused Santosh Kumar Joshi as he had gone to his shop and on the request of accused Joshi, he opened a cash credit account in Punjab National Bank, Badarama branch vide Ext.71 in the name of Durga Medical Store. He has further stated that the cash credit facility was sanctioned in his favour and cash credit facility No. is 52. According to P.W.4, accused Joshi, without his knowledge had increased the cash credit facility from Rs.50,000/- to Rs.1,00,000/- vide Ext.74. He has specifically stated that sales man makes business transaction of the medicine shop in his absence and the seal of Durga medical store remains with his staff. He has further deposed that he had not authorised anybody to transfer money from his cash credit account. His categorical evidence is that

accused Joshi had transferred an amount of Rs.50,000/- from his C.C account to the account of Durga Charan Murmu without his knowledge and Ext.9 does not bear his signature.

- 12.** P.W.7 Amarendra Sharma has deposed that he was operating S.F a/c no. 2870 in PNB Badarama branch vide Ext.79 account opening form and Ext.80 specimen signature card. He has further deposed that he knows accused Santosh Kumar Joshi as branch manager of the said branch. He has specifically testified that on 29.9.2004 he approached the accused Joshi to sanction a loan of Rs.50,000/- in his favour on account of marriage of his elder brother's daughter for which accused Joshi gave him a draft of Rs.50,000/- stating that he had arranged that money from Sri Murmu, an employee of that branch. He has further testified that he transferred the aforesaid loan amount to his account at Tikari by transfer order and Ext.10 does not contain his signature although his name has been written on the said voucher.
- 13.** Another material witness Khetramohan Sahu appearing as P.W.3 has deposed that he knows the accused Joshi as branch manager of P.N.B. Badarama branch. He has further deposed that he had taken a loan of Rs.60,000/- from that branch in the year 2004. His evidence further reveals that on 14.3.2005 he had been to the Bank for depositing an amount of Rs.15,000/- towards repayment of the loan but the cashier Dehury Babu was absent for which the accused took the amount from him for depositing. He has proved the counter-foil of the relevant pay-in-slip as Ext.15. His categorical evidence is that few days after there was hue and cry in his village that there has been misappropriated in that Bank involving huge

amount for which he went to the Bank and found that Rs.15,000/- paid to the accused, has not been entered in the bank ledger. Accordingly, he submitted two applications to Senior Regional Manager, P.N.B. Bhubaneswar regarding payment of Rs.15,000/- by him to the accused and to deposit the same in his account as per Ext.18 and Ext.19. During cross-examination he has admitted that he used to deposit and repay the loan amount to the cashier Dehury Babu. He has conceded in the cross-examination that nobody else has signed under the heading of authorised officer in Ext.15. His candid admission is that he came to know about misappropriation of his amount on 6.2.2006 and he had sent the complaint to the Regional Manager by post vide Ext.18 and 19, but he has no document to show that he had sent Ext.18 and 19 to the Regional Manager, P.N.B.. He has denied the suggestion of the learned defence counsel that he has not paid Rs.15,000/- to the accused and the signature appearing in Ext.15 is not of the accused.

- 14.** P.W.2 Subash Chandra Lenka has testified that he was working as Manager, P.N.B.Badarama Branch from August, 2006 to June, 2008. He has further testified that on 15.3.2007 the I.O of this case had seized some documents preparing seizure lists vide Ext.21 and Ext.68.
- 15.** Consequently, it is proved beyond doubt that P.W.3 had handed over cash of Rs.15,000/- to accused for deposit in his loan account as he had taken a loan of Rs.60,000/- from that branch in the year 2004. His evidence reveals that on 14.3.2005 he had been to the Bank for depositing an amount of Rs.15,000/- towards repayment of the loan but the cashier Dehury Babu was absent for which the

accused took the amount from him for depositing. He has proved the counter-foil of the relevant pay-in-slip as Ext.15. His categorical evidence is that few days after there was hue and cry in his village that there has been misappropriating in that Bank involving huge amount, for which he went to the Bank and found that Rs.15,000/- paid to the accused, has not been entered in the bank ledger. Accordingly, he submitted two applications to Senior Regional Manager, P.N.B. Bhubaneswar regarding payment of Rs.15,000/- by him to the accused and to deposit the same in his account as per Ext.18 and Ext.19. During cross-examination he has admitted that he used to deposit and repay the loan amount to the cashier Dehury Babu. He has conceded in the cross-examination that nobody else has signed under the heading of authorised officer in Ext.15. His candid admission is that he came to know about misappropriation of his amount on 6.2.2006 and he had sent the complaint to the Regional Manager by post vide Ext.18 and 19, but he has no document to show that he had sent Ext.18 and 19 to the Regional Manager, P.N.B. He has denied the suggestion of the learned defence counsel that he has not paid Rs.15,000/- to the accused and the signature appearing in Ext.15 is not of the accused. This is a circumstance of real consequence which shows in no uncertain terms the commission of misappropriation of Rs.15000/- by the accused.

- 16.** Similarly P.W.4 proprietor of Durga Medical Store has stated in his evidence that without his knowledge accused Joshi had increased the cash credit facility from Rs.50,000/- to Rs.1,00,000/- vide Ext.74. He has specifically stated that sales man makes business

transaction of the medicine shop in his absence and the seal of Durga medical store remains with his staff. He has further deposed that he had not authorised anybody to transfer money from his cash credit account. His categorical evidence is that accused Joshi had transferred an amount of Rs.50,000/- from his C.C account to the account of Durga Charan Murmu without his knowledge and Ext.9 does not bear his signature. P.W.7 Amarendra Sharma has testified that on 29.9.2004 he approached the accused Joshi to sanction a loan of Rs.50,000/- in his favour on account of marriage of his elder brother's daughter for which accused Joshi gave him a draft of Rs.50,000/- stating that he had arranged that money from Sri Murmu, an employee of that branch. He has further testified that he transferred the aforesaid loan amount to his account at Tikari by transfer order and Ext.10 does not contain his signature although his name has been written on the said voucher.

- 17.** P.W.5 Durga Charan Murmu corroborating the evidence of P.W.4 and P.W.7 has deposed that accused gave him two debit vouchers (Ext.9 and Ext.10) of Rs.50,000/- each in respect of C.C a/c No. 52 M/S. Durga Medical Store and another S.F. Account No. 2870 of Amrendra Behera. He has proved the signatures appearing in those debit vouchers as Ext.9/1 and Ext.10/1. P.W.5 has specifically deposed that the accused has passed the debit vouchers Ext.9 and Ext.10, having no signature of the concerned proprietors. According to P.W.5, he deposited the transfer payment order (TPO) Ext.13 amounting to Rs.1 lakh in his S.F A/c No. 816 and the said amount was credited to his account.

- 18.** Nothing substantial has been brought out in the cross-examination of the prosecution witnesses to discredit their evidence on material aspects. They have successfully stood the test of cross-examination. Much less elicited, nothing has been suggested to the prosecution witnesses who are colleagues of the accused that they are in any way inimically disposed towards the accused, so as to depose falsely against him. Their evidence appears to be quite clear, consistent, convincing, credible and above reproach. Their evidence does not suffer from any inherent infirmity or improbability.
- 19.** So far as the offence under Section 409 IPC is concerned it must be proved by the prosecution that a person entrusted with property or with any dominion over property, in his capacity as public servant commits criminal breach of trust in respect of such property, as defined in Section 405 IPC, meaning thereby that he dishonestly misappropriates or converts to his own use that property.

In this connection reliance can be placed on a decision reported in **AIR 2006 SC 2211 ,State Of Himachal Pradesh vs Karanvir (dated 12 May, 2006)**, wherein it was found that

"The respondent was a Post Master. He was holding an office of public trust. The complainant who was a teacher entrusted the amount to the respondent for the purpose of purchasing National Savings Certificates. As soon as the amount was received by the respondent on behalf of the postal authorities, it became public money. It was required to be utilised for the purpose for which the same was handed over to the respondent."

And it is held:-

" The actual manner of misappropriation, it is well settled, is not required to be proved by the prosecution. Once entrustment is proved, it was for the accused to

prove as to how the property entrusted to him was dealt with in view of Section 405 of the IPC. If the respondent had failed to produce any material for this purpose, the prosecution should not suffer therefor. "

Evidence adduced proves, in the absence of any explanation, that accused has misappropriated an amount of Rs.65,000/- and offence u/s. 409 IPC is proved beyond reasonable doubt.

- 20.** Accusation of falsification of accounts is sought to be repelled advancing the plea that the endorsements made in the debit vouchers Ext.9 and Ext.10 and pay-in-slip Ext.15_exhibited do not belong to accused and the same is not proved by any handwriting expert. Learned P.P submitted that expert opinion is not a must to prove hand-writing. According to him, when the account holder P.W.7 has stated to have seen the entry by accused in his pay-in-slip Ext.15 as well as P.W.5, P.W.8 and P.W.10 co-employees of the accused have categorically stated in their evidence that they are acquainted with the signature and handwriting of the accused, there is no need to seek hand-writing expert opinion. Much has been sought to be made of the admissions of P.W.3, P.W.4, P.W.5, P.W.6, P.W.7, P.W.8 and P.W.10, but these admissions are too trivial in nature to affect the essential credibility of the prosecution case.

Already it is established that accused as a branch manager had received Rs.15,000/- from the account holder in absence of cashier but the said amount was not deposited in his account and had fraudulently transferred Rs.50,000/- each from the account of P.W.4 and P.W.7 to the account of P.W.5. P.Ws.5, 8 and 10 have stated categorically that they had acquaintancy with the hand-writing of the accused for having worked as a

Branch Manager in the said branch of the P.N.B and they proved entries made in the Ext.9, Ext.10 and Ext.15 by accused.

- 21.** These positive and direct evidence of account holders that accused had made entry and signature in their respective passbook and debit vouchers are admissible u/s.47 of the Evidence Act. The rule ***Ex-Visu Scriptiois*** that a person who has ever seen the supposed writer of a document write, so as to have thereby acquired a standard in his own mind of the generated character for the hand-writing of that party is a competent witness. The evidence of P.W. 5, P.W.8 and P.W.10 who have acquaintancy with the hand-writing of the accused is also admissible under said section because they were familiar with the hand-writing, signature and endorsement of accused in course of their official transaction. In ordinary course of business habitual submission of documents purporting to be written by the accused as the sole authority of sub-post office has occasioned to develop familiarity and that satisfies the explanation given u/s. 47 of the Evidence Act. Nothing material is elicited in cross-examination to discredit the testimony of these witnesses as far as their familiarity with the writing of the accused is concerned. Their official status makes them competent and confirms their credibility. The faith account holders had reposed was not fake.

Support of law on this point, can be derived from the following decisions.

In Murari Lal -v- State of Madhya Pradesh, (1980) 1 SCC 704 it is held that

"12....There may be cases where both sides call experts and two voices of science are heard. There may be cases where neither side calls an expert, being ill able to afford him. In all such cases, it becomes the plain duty of the

court to compare the writings and come to its own conclusion. The duty cannot be avoided by recourse to the statement that the court is no expert. Where there are expert opinions, they will aid the court. Where there is none, the court will have to seek guidance from some authoritative textbook and the court's own experience and knowledge. But discharge it must, its plain duty, with or without expert, with or without other evidence. We may mention that Shashi Kumar v. Subodh Kumar and Fakhruddin v. State of M.P. were cases where the Court itself compared the writings."

In Fakhruddin v. State of M.P., AIR 1967 SC 1326 it is held that

"11. Both under s.45 and s.47 the evidence is an opinion, in the former by a scientific comparison and in the latter on the basis of familiarity resulting from frequent observations and experience. In either case the Court must satisfy itself by such means as are open that the opinion may be acted upon. One such means open to the Court is to apply its own observation to the admitted or proved writings and to compare them with the disputed one, not to become an handwriting expert but to verify the premise of the expert in the one case and to appraise the value of opinion in the other case."

In Mobarik Ali Ahmed v. State of Bombay., (1958) SCR 328 at page 342 Hon'ble Apex Court held as follows:

"....It may be proof of the handwriting of the contents, or of the signature, by one of the modes provided in ss.45 and 47 of the Indian Evidence Act. It may also be proved by internal evidence afforded by the contents of the document. This last mode of proof by the contents may be of considerable value where the disputed document purports to be a link in a chain of correspondence, some links in which are proved to the satisfaction of the Court. In such a situation the person who is the recipient of the document, be it either a letter or a telegram, would be in a reasonably good position both with reference to his prior knowledge of the writing or the signature of the alleged sender, limited though it may be, as also his knowledge of the subject, matter of the chain of correspondence, to speak to its authorship. In an appropriate case the court may also be in a position to judge whether the document constitutes a genuine link in the chain of correspondence and thus to determine its authorship."

Hon'ble Apex Court has reiterated the law on the mode of proving handwriting in the case of Gulzar Atishri Raj Mohammad And ... -vs- State Of Himachal Pradesh decided on 21 October, 1997 in the following words:-

"It must be remembered that expert evidence regarding hand-writing is not the only mode by which genuineness of a document can be established. The requirement in Section 67 of the Evidence Act is only that the handwriting must be proved to be that of the person concerned. In order to prove the identity of the hand-writing any mode not forbidden by law can be resorted to. Of course, two modes are indicated by law in Sections 45 and 47 of the Evidence Act. The former permits expert opinion to be regarded as relevant evidence and the latter permits opinion to be regarded as relevant evidence and the latter permits opinion to be regarded as relevant evidence".

The above decision Gulzar Aatishri case is followed by Hon'ble Apex court in the case of State Through Inspector of ... -vs- K. Narasimhachary on 7 October, 2005 reported in 2006 Cri.L.J 518 SC.

- 22.** Accused is found to have misappropriated a sum of Rs. 65,000/- as a public servant in the capacity of Branch Manager of P.N.B. Badarama branch. It was an act of fraud to deceive the account holders. The means was not in accordance with the rule prescribed and practiced in the P.N.B.Bank. The misappropriated amount was a pecuniary advantage, the accused had obtained and has caused pecuniary loss to the bank. The offence of criminal misconduct u/s. 13(1) (c) and 13(1)(d) are proved which is punishable u/s. 13(2) of the Prevention of Corruption Act, 1988.
- 23.** Encompassing totality of facts gathered from above scrutiny, the probability of the defence plea is found to have not surfaced. Prosecution has successfully proved that accused has dishonestly misappropriated a sum of Rs.65,000/-by falsifying the accounts and as a public

servant committed misconduct. The proof is established beyond reasonable doubt.

- 24.** In ultimate appraisal of the totality of the evidence on record this court finds that prosecution has proved its case against the accused beyond all reasonable doubt. This court, therefore, finds the accused guilty for the offences punishable under Sections 409 IPC and Section 13(1) (c) & (d) read with Section 13(2) of the P.C.Act, 1988 and convict him thereunder.

The privilege of Probation of Offenders Act is not extendable u/s.18 of the Prevention of Offenders Act, 1958. Having regards to the uncanny means by which the trust of depositors is demolished and nature of punishment, the benefit of Probation of Offenders Act is denied to the accused.

Special Judge, C.B.I.-II, Bhubaneswar.

Typed to my dictation and corrected by me. The Judgment is pronounced in the open court today this the 24th September, 2016.

Special Judge, C.B.I.-II, Bhubaneswar.

HEARING ON POINT OF SENTENCE.

Heard the convict and the learned counsels for both parties. Leniency is prayed. Having regards to the misappropriation of amount and nature of criminal misconduct established, the doctrine of proportionality in awarding

sentence would be adhered to. The minimum sentence would serve the ends of justice.

The convict is sentenced to undergo rigorous imprisonment for two years and to pay fine of Rs.50,000/- in default to undergo rigorous imprisonment for six months for the offence u/s. 409 IPC, and sentenced to undergo rigorous imprisonment for one year and to pay fine of Rs. 10,000/- in default to undergo rigorous imprisonment for two months for the offence under Section 13(1) (c) punishable u/s. 13(2) of the Prevention of Corruption Act, 1988. No separate sentence is awarded for offence u/s. 13(1)(d) P.C.Act in view of sentence to other offences. The substantive sentences awarded are to run concurrently.

The period undergone as UTP be set off u/s. 428 Cr.P.C.

The seized documents be returned from whom seized and zimanama, if any, be cancelled four months after the appeal period is over, if no appeal is preferred and in the event of an appeal subject to the order of the Hon'ble Appellate court.

Special Judge, C.B.I.-II,Bhubaneswar.

Dictated and corrected by me. Sentence is pronounced in the open court today this the 24th September, 2016.

Special Judge, C.B.I.-II, Bhubaneswar.

LIST OF THE WITNESSES EXAMINED FOR THE PROSECUTION.

P.W.1.	Ajaya Kumar Rana.
P.W.2.	Subash Ch.Lenka
P.W.3.	Khetramohan Pasayat
P.W.4.	Anup Kumar Bohidar.
P.W.5.	Durga Ch. Murmu
P.W.6.	Anil Kumar Rout.
P.W.7.	Amarendra Sharma.
P.W.8.	Rajesh Mahanta.
P.W.9.	Saraladas Mishra.

LIST OF THE WITNESSES EXAMINED FOR THE DEFENCE.

NONE

LIST OF THE DOCUMENTS MARKED FOR THE PROSECUTION.

Ext.1.	Specimen writing.
Ext.2.	A/c opening form
Ext.3.	Statement of account.
Ext.4.	Copy of ledger
Ext.5.	Debit voucher
Ext.6.	Credit voucher
Ext.6/1	Credit voucher.
Ext.7	Internal transfer journal.
Ext.8	Credit voucher.
Ext.9 , 10	Debit vouchers.
Ext.11	Internal transfer journal
Ext.12	Account statement.
Ext.13	TPO
Ext.14	Account statement
Ext.15	Counter foil
Ext.16	Ledger copy
Ext.17	Cash book.
Ext.18 and 19	Complaint.
Ext.20	Seizure list.
Ext.20/1.	Signature of P.W.1.
Ext.21	Seizure list.
Ext.21/1.	Signature of P.W.2.
Ext.22, 23 and 24	Copy of transfer journal.
Ext.22/1 to 24/1.	Certified by P.W.2
Ext.25.	Cheque.
Ext.25/1 and 25/2.	Deposit slips.
Ext.26 to 26/6	Demand drafts.
Ext.27 to 27/4.	Account opening form with enclosures.
Ext.28	Copy of account statement.

Ext.29 to 32	Statement of account.
Ext.33 to 39	Cheque deposit slips.
Ext.40	Draft application form.
Ext.41	Transfer voucher.
Ext.42	Cheque.
Ext.43 to 47	Transfer voucher.
Ext.48	Collection schedule.
Ext.49	Collection schedule.
Ext.50 and 51	Transfer form.
Ext.52	Cheque.
Ext.53	Draft application form.
Ext.54	Certified copy of long book dated 12.5.2003
Ext.55	Certified copy of longbook dated 5.6.2007.
Ext.56	Certified copy of long book dated 24.6.2003.
Ext.57	Certified copy of transfer journal.
Ext.58	Debit voucher.
Ext.59	Credit voucher.
Ext.60 to 63	Cheques.
Ext.64 to 67	Four draft application forms.
Ext.68	Seizure list.
Ext.68/1	Signature of P.W.2.
Ext.69	ODD voucher.
Ext.70	Credit voucher.
Ext.71	Application for cash credit.
Ext.71/1.	Signature of P.W.4.
Ext.72	Debit voucher.
Ext.72/1.	Signature of p.W.4.
Ext.73	Credit voucher.
Ext.73/1.	Signature of P.W.4.
Ext.74	Sanction form.
Ext.74/1.	Signature of P.W.4.
Ext.6/2.	Signature of S.K.Joshi.
Ext.6/3.	Signature of S.K.Joshi.
Ext.13/1.	Signature of S.K.Joshi.
Ext.8/1.	Signature of S.K.Joshi.
Ext.9/1.	Signature of S.K.Joshi.
Ext.10/1.	Signature of S.K.Joshi.
Ext.8/2.	Signature of S.K.Joshi.
Ext.75	Forwardingletter No.62 dt.9.8.06
Ext.75/1.	Signature of P.W.6
Ext.76	Account opening form.
Ext.76/1	Signature of p.W.6
Ext.77	Specimen signature card of D.Ch.Murmu.
Ext.14/1.	Certified copy of signature of p.W.6
Ext.78	Pay -in-slip dt.18.10.04
Ext.78/1.	Certificate and signature of P.W.6
Ext.79	Account opening form.

Ext.79/1	Signature of P.W.7
Ext.80	Specimen signature card of P.W.7
Ext.5/1	Signature of Joshi.
Ext.15/1.	Signature of Joshi.
Ext.81	Formal FIR.
Ext.81/1	Signature of P.Mohanty the then S.P.CbI
Ext.20/2	Signature of P.W.9
Ext.21/2	Signature of P.W.9 S.D.Mishra.
Ext.68/2	Signature of P.W.9 S.D.Mishra.

LIST OF THE DOCUMENTS MARKED FOR THE DEFENCE.

Nil.

Special Judge, CBI-II, Bhubaneswar.