

IN THE COURT OF THE SPECIAL JUDGE, C.B.I.-II, BHUBANESWAR.

PRESENT:

**Dr. A.K.Mishra,
Special Judge, C.B.I.-II,
Bhubaneswar.**

T.R.No. 21/8 of 2013/05..
R.C. No. 33(A) of 2003.

Date of argument : 17.6.2016.

Date of Judgment : 23.6.2016.

Republic of India.

Versus.

1. Subhranta Kumar Ray, aged about 45 years,
Son of late Padmanav Ray, At- Odei Dasarathpur,
P.S.Dasarathpur,Dist. Jajpur.
At/P. at Anand Vihar, P.S. Chauliaganj, Dist. Cuttack.
2. Sribanta Mishra, aged about 55 years,
s/o. late Arjuna Mishra, At- Tulasinagar Balangir,
P.S./Dist.Balangir.
At/P.- C/34 Sheila Mansion, Rath Road,
P.S.Lingaraj, Bhubaneswar,Dist. Khurda.

... Accused persons.

For the prosecution : Sri A. Jaiswal, P.P. C.B.I.

For the Accused No.1. : Sri M.R.Khatua & Associates, Advs.

For the Accused No.2. : Sri C.R.Das & Associates,Advs.

Offences u/s. 120(B), 420, 467, 468, 471 IPC and u/s. 13(2)
read with Section 13(1)(d) of the Prevention of Corruption
Act, 1988.

JUDGMENT

Accused persons stand charged u/s. 120-B, 420, 467, 468 and 471 Indian Penal Code while accused Sribanta Mishra is further charged of offence u/s. 13(1)(d) read with Section 13(2) of the Prevention of Corruption Act, 1988 for having hatched criminal conspiracy to cheat Rs.4,00,000/- to the Bank of India, Old Town branch, Keonjhar by forgery and falsification of documents.

2. Prosecution case, in short, is that accused Sribanta Mishra was the Branch Manager of the Bank of India, Old Town branch, Keonjhar from 29.6.2000 to 15.6.2002. Accused Sri Subhranta Kumar Ray was the proprietor of M/s. Maa Tarini Supply Agency having its business premises at Madhapur, Keonjhar to deal in the trading in poultry and cattle feed. Accused Subhranta Kumar Ray had opened one current account No.13 in the said branch on 10.7.2001. The said current account was converted into cash credit account No.27 on 3.8.2001. On the application of accused Subhranta Kumar Ray, proprietor of its firm, accused Branch Manager sanctioned a cash credit limit of Rs.4 lakhs in favour of proprietor of the firm Sri Subhranta Kumar Ray on 3.8.2001 against hypothecation of stock as primary security. Personal guarantee was accepted from Smt. Sarojini Ray, the mother of accused Subhranta Kumar Ray, and her land and building documents were accepted as equitable mortgage. Pledge of D.B.D Rs.30,000/- in the name of accused Sri Ray was accepted as security. For the said loan, the Manager had conducted pre-sanction inspection and had ascertained the credit worthiness of the firm. Subsequently, it was detected that accused Ray was not appointed as a distributor for poultry and cattle feed by M/S. Abis Exports India Pvt. Ltd. The guarantee agreement in the name of her mother was forged. All the loan documents including stock inspection report by the Branch Manager were false and fabri-

cated. The pledged bank deposit was created on 3.8.2001 out of the funds disbursed on the same day by transfer cheque allowed by accused Branch Manager. The firm as claimed was not functioning in the rented house at Plot No.58 Madhapur. The total disbursement of loan of Rs. 4 lakh was found to have been made on an agreement to cheat the bank by false and forged documents. Accused Branch Manager was found to have committed criminal misconduct to enter into that conspiracy with accused Subhranta Kumar Ray.

2.1. The Superintendent of Police, C.B.I. Bhubaneswar on 17.11.2003 on his own report registered FIR No.33. Inspector Sri R.K.Das on being directed took up the investigation. In course of investigation witnesses were examined, documents were seized and handwriting expert opinion was obtained from Govt. Examiner of Questioned Documents (GEQD). The sanction as required u/s. 19 of the P.C.Act,1988 in respect of accused- Branch Manager was obtained from the competent authority and after completion of investigation, charge sheet was submitted basing upon which Court took cognizance on 17.11.2005. Hence, this case.

3. The plea of defence is denial. Accused Branch Manager Sribanta Mishra in his statement u/s.313 Cr.P.C while admitting to have sanctioned loan to Sri Ray, has stated to have verified the documents after following all norms as well as obtaining the opinion from the approved valuer and legal officers of the bank and further explained that the loan was sanctioned in good faith keeping in view the bank's interest.

3.1. Accused Subhranta Kumar Ray in his statement u/s. 313 Cr.P.C has admitted that Rs.4 lakhs was credited to his account and his mother Sarojini Ray had not executed any guarantee document for the said loan. He has specifically stated that accused Branch Manager Sri Mishra was not known to him and

he came to know him on being introduced by Prasanta Pradhan @ Tukuna and one Debendranath Mahanta. Both of them took documents including original sale deed, rent receipts, holding tax receipts and his signatures for cash credit account and as per their sayings, he acted and lastly they gave one cheque and asked him to en-cash the same and accordingly, he did the en-cashment. In total he had visited the bank on four occasions.

3.2. As per provision 313 (4) Cr.P.C the answers given by the accused may be taken into consideration in such inquiry or trial.

- 4.** The points for determination are:
 - I.** Whether for the sanction of loan on 3.8.2001 in the Bank of India, Old Town Branch, Keonjhar in favour of Subhranta Kumar Ray by accused Sribanta Mishra Branch Manager, false documents with intent to cause injury to Bank or to support any claim of title were made?
 - II.** Whether accused persons forged the guarantee agreement, pre-inspection report and other documents purported to be the valuable security for transfer of money?
 - III.** Whether accused persons committed forgery and used as genuine those forged documents fraudulently or dishonestly having reason to believe to be forged for the purpose of cheating.
 - IV.** Whether accused persons dishonestly induced and thereby deceived the Bank of India, Old Town Branch, Keonjhar to part / deliver Rs.4 lakhs to accused Subhranta Kumar Ray?
 - V.** Whether accused persons agreed to do an illegal act of forgery for the purpose of cheating of Rs.4

lakhs to the Bank of India and thereby committed criminal conspiracy on 3.8.2001?

- VI.** Whether on 3.8.2001 accused Sribanta Mishra as a public servant functioning as Branch Manager, Bank of India, Old Town Branch Keonjhar committed misconduct by corrupt or illegal means to obtain pecuniary advantage for himself and for accused Subhranta Kumar Ray?
- VII.** Whether sanction for prosecution of accused Sribanta Mishra is valid?

5. Prosecution examined 14 witnesses in all. Defence examined none. Forty five documents were exhibited from the side of prosecution and through P.W.1, the mother of accused Subhranta Kumar Ray, the defence got her photograph in the guarantee agreement exhibited as Ext.A.

5.1. P.W.1 is the mother of accused Subhranta Kumar Ray who was shown to be the guarantor for the loan. P.W.8 is the brother in-law of accused-loanee who testified to have received a cheque from accused-loanee. He is not cross-examined.

5.2 P.W.2 and P.W.3 are the witnesses to the seizure and specimen signatures obtained. P.W.4 Debendranath Mahanta is the house owner from whom accused-loanee had taken a shop on rent. It may be stated that accused-loanee in his statement u/s. 313 Cr.P.C has alleged against Debendranath Mahanta for having done the whole transaction at his instance. P.W.6 is the introducer of accused-loanee to the bank in the application form for opening of account. P.W.7 is the company Secretary of M/S. Abis Exports India Pvt. Ltd. who was examined to say that accused-loanee was not their dealer and no letter was issued by his company. P.W.5, P.W.11 and P.W.12 are the bank-officials out of whom P.W.5 Manager has stated about the rule and practice for

cash credit loan. P.W.11 proved the loan documents. P.W.12, a sub-staff of the concerned branch, has stated to have acted at the instance of the accused- Branch Manager to get the guarantee form signed from a male person. P.W.13 is the sanctioning authority who proved the sanction order Ext.28. P.W.14 is the Investigating officer through whom amongst others the handwriting expert opinion Ext.45 is proved.

6. ANSWER TO POINT NO.I.

The core of culpability for the sanction of loan on 3.8.2001 is stated by P.W.11 who was the Branch Manager of the said Bank from 2002 to 2004. He has proved the statement of account Ext.16 of Subhranta Kumar Ray, Proprietor of Maa Tarini Agency. The statement of account Ext.16 for the period from 1.8.2001 to 24.6.2003 corroborates the statement of P.W.11 that accused Sri Ray had debited of Rs.4,48,374/- by 24.6.2003. He has stated in cross- examination that accused Sribanta Mishra as his predecessor had sanctioned the loan and after his joining he took charge of all documents. According to him, Bank Manager sanctions a loan on his satisfaction relying on the documents as well as the report of bank advocate and valuer and borrower is to identify the guarantor. He has proved the application of guarantor Ext.19 which is in the name of Sarojini Ray, the borrower's guarantee profile Ext.20 by Subhranta Kumar Ray and Guarantee Bond Ext.21 by P.W.1 Sarojini Ray. He has also proved the pre-sanction inspection report Ext.22 by accused- Branch Manager which is handwritten and accused-Branch Manager has mentioned there in to have verified everything for sanction of cash credit loan including that accused Ray had business for three years and the previous year's sale transaction was about 13 lakhs and had taken a house on rent for godown. This witness P.W.11 has also proved the oral assent register Ext.25 for equitable mortgage in

which vide page 17 dated 3.8.2001 the signatures of Sarojini Ray in Odia and English are available.

6.1. Added to this, P.W.5 the then Chief Officer, Credit Department of Bank of India, Zonal Office, Keonjhar has stated the procedure for cash credit loan. He has testified that in case of an application for cash credit loan, they ask him to produce balance sheet, profit and loss account statement, photographs, sales tax receipts, projection for two years and the documents pertaining to the land, N.S.Cs. LIC policy and inspection of shop house is made. He has also stated that during pre-sanctioning inspection of the shop, they verify the monthly sales register, purchase register and other documents and in case of rent agreement, they ask for sales tax and income tax return for verification. He has also stated that in case of co-lateral security, they ask for 30 years non-encumbrance certificate of the land, the guarantor and borrower are to submit their asset and liability statement and as per Naik Committee, for working capital limit in cash credit account, 20% of the projected turnover is sanctioned as cash credit limit. Thereafter, the terms of sanction are conveyed to the borrower/ guarantor. For the documentation of the loan, the borrower and guarantor are called on to the Branch Manager or Credit officer and they are required to execute the documents in front of them. Thereafter, the cheque book of the cash credit holder is issued. This witness in cross-examination has admitted that he has not verified the necessary documents for sanction of loan in this case.

6.2. Keeping the above procedure and requirement for sanction of cash credit loan, it may be found that accused Sribanta Mishra as Branch Manager had sanctioned the loan on 3.8.2001 and the loan application is Ext.30. It is annexed with a recommendation of the even date by accused Sribanta Mishra.

The GEQD report Ext.45 proves that the specimen signatures of Sarojini Ray taken in Ext.3 are not the same as given in Ext.19 and Ext.21 guarantee form (as S-30 to S-35 are not the writings as Q-100 to Q-103). P.W.1 the mother of loanee has stated in her evidence that she had not signed any guarantor form, attendance register for creation of equitable mortgage and letter of guarantee. She has stated that she had replied the same vide Ext.2 and her specimen signatures were taken. Ext.2 reveals that in her reply dated 9.6.2003, P.W.1 the mother of accused-loanee had denied to have stood as guarantor for any loan transaction by her son and had suspected a case of fraud or cheating in connivance with Bank officer. At this juncture, the evidence of P.W.12 assumes importance. He has stated that on the asking of accused- Branch Manager Sribanta Mishra, he took a guarantor profile form and handed over to a male person who after making signatures returned him and he made over the same to the accused- Branch Manager and it was in the month of September or October, 2002. Thus, the guarantor for the loan, Sarojini Ray herself denied to have executed any document and the bank staff P.W.12 has stated that accused- Branch Manager had got the guarantee profile signed through him from a male person. The above evidence is the proof of the fact that guarantee documents Ext.19 and Ext.21 are forged documents created for the purpose of loan by both the accused persons through P.W.12.

6.3. As stated above pre-sanction inspection report Ext.22 is proved by P.W.11. Ext.22 is the report by accused- Branch Manager Sribanta Mishra in which he has mentioned that loanee was appointed as the distributor for Keonjhar and Mayurbhanj district of cattle and poultry feed by M/S. Abis Export India Pvt. Ltd. which is a reputed company. P.W.7 is the company secretary of M/S. Abis Export India Pvt. Ltd. He denied that M/S. Maa Tarini

Supply Agency was appointed as distributor of their company and he has categorically stated that Ext.27, the alleged letter was not issued by their company. So, fact remains proved that Exts.27, 27/1, 27/2, 27/3 and 27/4 purported to have been issued by Managing Director of M/S.Abis Export India Pvt.Ltd. appointing M/S. Maa Tarini Supply Agency are forged documents. For the purpose of guarantee, Ext.1 sale deed standing in the name of Sarojini Ray was given which is not admitted by the guarantor. Similarly, Record of Rights standing in the name of Sarojini Ray was given mortgage, but P.W.9 Settlement Officer has stated that R.O.R in respect of Khata No.315 appertaining to plot No.1356 in mouza- Sobara Jajpur road was forged. The R.O.R which was used to be the property of guarantor Sarojini Ray is marked Ext.32. If according to guarantor P.W.1, she had not entered into any guarantee agreement with the Bank, her sale deed and R.O.R submitted to the Bank for the purpose of equitable mortgage were fraudulently used as valuable security and the purpose was to deceive the bank to part loan amount.

6.4. The loan application Ext.30 by accused lonee depicts the location of the shop at Madhapur. In the pre-sanction inspection report Ext.22, it is mentioned that the loanee has taken a house on rent for godown. P.W.4, the house owner, has stated that accused Ray had entered into an agreement to take his shop house on rent at Madhapur and as he had not paid house rent Rs.1000/-, he took over possession. He has proved the agreement copy Ext.6 and has stated that accused had never used his shop. So fact remains proved that the functioning of M/S.Maa Tarini Supply Agency firm at Madhapur is found false.

6.5. Learned defence counsel relying upon the evidence of P.W.11 that in course of his routine inspection he found the shop as closed and the neighbour of the shop told him that there

was shop in the name of M/S. Maa Tarini Supply Agency earlier, vehemently argued that the shop of accused Ray was functioning by the time of advancing loan and the pre-sanction inspection report by accused- Branch Manager was not false. In this regard it is worthy to refer that accused Subhranta Kumar Ray has himself stated that he has only given signatures and papers and not availed any loan except en-cashing a cheque at the instance of Debendranath Mahanta and Prasanta Pradhan. The evidence of P.W.4 dispels the defence plea on this point.

6.6. From the scanning of above evidence, it is proved beyond reasonable doubt that Subhranta Kumar Ray had applied cash credit loan on 3.8.2001 and for that the guarantee agreement and guarantor signatures of his mother Sarojini Ray (P.W.1) were forged. Branch Manager Sribanta Mishra created false document like pre-sanction inspection report Ext.22 for the said loan which is nothing but forgery as defined u/s.463 IPC. The documents relating to the appointment of M/S.Maa Tarini Supply Agency of Subhranta Kumar Ray Ext.27 to Ext.27/4 are proved to be forged documents.

6.7. It is also proved for the said cash credit loan ,the guarantor Sarojini Ray's land documents Ext.1 sale deed and Record of Right Ext.31 were used without her knowledge to create equitable mortgage.

7. ANSWER TO POINT NO.II,III AND IV.

Fact remains proved from above analysis in point No.I that for the sanction of cash credit loan dated 3.8.2001, guarantee agreements Ext.19 and Ext.21 in the name of P.W.1 were forged. So also, the appointment of M/S. Maa Tarini Supply Agency as distributor under Ext.27 to Ext.27/4 . It is also established that the land records like Ext. 1 registered sale deed and R.O.R. Ext.32 standing in the name of Sarojini Ray were used for the

sanction of loan. Accused- Branch Manager had used his staff P.W.12 to get the guarantee profile forged from a male person while guarantor is a woman. So, the intention of both the accused persons to commit forgery of documents to be used as a valuable security is proved beyond reasonable doubt and thereby the bank was induced from the very beginning to part loan amount of Rs.4 lakhs. The dishonest intention of both the accused persons for delivery of loan amount on the basis of forged document by the Bank is clearly inferable.

8. ANSWER TO POINT NO.V.

The loan was applied on false documents. The shop was not in existence. The Branch Manager got the guarantee form purported to be of a woman P.W.1 signed from a male person. The guarantor herself denies and alleges that fraud or cheating in connivance with the bank officer. One thing is very clear that the advanced loan amount was not repaid. The plea of defence that pre-sanction inspection report was based upon verification report submitted by bank valuer and bank legal officer is not believable because from the beginning of sanction of loan, the guarantee agreement was forged. Accused loanee does not admit to have submitted any guarantor or to have acted as a distributor of any poultry and cattle feed. So, the agreement to do an illegal act between the loanee and Branch Manager is clearly established and thereby criminal conspiracy to commit forgery and cheating is proved beyond reasonable doubt.

9. ANSWER TO POINT NO.VI.

The evidence of P.W.5, P.W.11 and P.W.12 as well as sanctioning authority P.W.13 that accused Sribanta Mishra was the Branch Manager of Bank of India, Old Town Branch, Keonjhar from 29.6.2000 to 15.6.2002. Defence is not a disputant of the same. As a Branch Manager accused has sanctioned cash credit

loan of Rs.4 lakhs on 3.8.2001 being a party to criminal conspiracy because the pre-sanction inspection report Ext.22 was falsely prepared by him and was a forged document and by then accused Branch Manager had knowledge of forgery in guarantee agreement. This proves that by illegal means the loan was sanctioned in favour of a person with whom the accused Branch Manager had an agreement to commit criminal conspiracy, thereby the loan amount Rs.4 lakhs was a pecuniary advantage for both the accused persons. The loss was caused to the Bank of India, Old Town Branch, Keonjhar. It was nothing but criminal misconduct on the part of public servant ,accused branch manager as defined u/s.13(1)(d) of the P.C.Act, 1988.

9.1. Learned defence counsel relies upon a decision reported in **1979 Supreme Court Cases (Cri) 323 S.P. Bhatnagar -vrs- State of Maharashtra** and vehemently urged that the meaning and ambit of the phrase "by corrupt or illegal means or by otherwise abusing his position as public servant" is required to be proved when accused is found to have done it intentionally. Without disputing the legal position, it can be said that the evidence in the case at hand unerringly points out that accused Branch Manager from the very inception of consideration of loan application by accused Subhranta Kumar Ray had knowledge that the claim was based on forged guarantee agreements and his pre-sanction inspection report was prepared in order to actualise the cause of conspiracy. For this, defence cannot derive any benefit from the cited decision.

10. ANSWER TO POINT NO.VII.

Sanction against accused Sribanta Mishra as required u/s. 19 of the P.C.Act, 1988 is Ext.28. P.W.13 is the sanctioning authority. He has stated that on 29.3.2005 while he was working as Chief Manager, Bank of India, Keonjhar Zone, he accorded sanc-

tion of prosecution against accused Sribanta Mishra after perusal of copy of F.I.R., statement of witnesses and other relevant documents placed before him and for that he has properly applied his mind. In cross-examination he has admitted that he had not received any requisition from the Investigating Officer, though officially the documents were produced before him. On further cross-examination on recall he has stated that by the time of sanction of prosecution, he was the Chief Manager of Scale-4 rank and was the disciplinary authority of accused in major penalty proceeding. He has admitted the suggestion that in the departmental proceeding the involvement of C.S.O. Sri Mishra for abetting a fraud although was not established, it was proved that CSO had acted in negligent and lackadaisical manner. Basing upon this evidence learned defence counsel contended that P.W.13 being not an appointing authority, the sanction accorded by him Ext.28 is not valid. In support of his contention he relied upon the decisions reported in **1982 Supreme Court Cases (Cri.) 686, Sampurna Singh -vrs- State of Punjab and (2015) 1 Supreme Court Cases (Cri.) 344, C.B.I. -vrs- Ashok Kumar Agarwalla.**

In the decision of **Ashok Kumar Agarwalla** case, Their Lordships have stated that

“16.In view of the above, the legal propositions can be summarised as under:

16.1. The prosecution must send the entire relevant record to the sanctioning authority including the FIR, disclosure statements, statements of witnesses, recovery memos, draft charge sheet and all other relevant material. The record so sent should also contains the material/document, if any, which may tilt the balance in favour of the accused and on the basis of which, the competent authority may refuse sanction.

16.2. The authority itself has to do complete and conscious scrutiny of the whole record so produced by the prosecution independently applying its mind and taking into consideration all the relevant facts before grant of sanction while discharging its duty to give or withhold the sanction.

16.3. The power to grant sanction is to be exercised strictly keeping in mind the public interest and the protection available to the accused against whom the sanction is sought.

16.4. The order of sanction should make it evident that the authority had been aware of all relevant facts/ materials and had applied its mind to all the relevant material.

16.5. In every individual case, the prosecution has to establish and satisfy the court by leading evidence that the entire relevant facts had been placed before the sanctioning authority and the authority had applied its mind on the same and that the sanction had been granted in accordance with law.”

In the **Sampurna Singh** case, Their Lordships have stated that the competent authority is the authority competent to remove the public servant from the office.

10.1. This is what Section-19(1) and (2) of the P.C.Act, 1988 say.

10.2. In the case at hand, for the accused Sribanta Mishra Branch Manager of Bank of India Old town branch, Keonjhar, P.W.13 Chief Manager has stated that he was the disciplinary authority of accused for major penalty and order of penalty was passed by him on 18.6.2005. A disciplinary authority is the removal authority. In the sanction order Ext.28 it is mentioned that P.W.13 was the competent authority to remove accused Sribanta Mishra from the office as per Bank of India Officer Employees (Disciplinary and Appeal) Regulation, 1976. So the infirmity attributed by the defence that P.W.13 is not the removal authority

of accused Sribanta Mishra is not tenable. The sanction order Ext.28 ,on being tested in the touch stone of afore said dictum of cited decisions, is found valid.

11. In the result, both the accused persons are held guilty of the offences u/s. 120-B, 420, 467, 468 and 471 IPC while accused Sribanta Mishra is further held guilty of the offence u/s. 13(1)(d) read with Section 13(2) of Prevention of Corruption Act, 1988 and both are convicted accordingly.

The privilege of Probation of Offenders Act is not extendable u/s.18 of the Prevention of Offenders Act, 1958. Having regards to the 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 23rd June, 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 nature of offences, the doctrine of proportionality in awarding sentence would be adhered to. The minimum sentence would serve the ends of justice.

The convicts are sentenced to undergo rigorous imprisonment for one year and to pay fine of Rs.50,000/- in default to undergo rigorous imprisonment for three months each for the offences u/s. 120-B , 420, 467 and 468 I.P.C. In view of sentence awarded u/s.467 and 468 IPC, no separate sentence for

offence u/s. 471 IPC is passed. The convict Sribanta Mishra is further sentenced to undergo rigorous imprisonment for one year and to pay fine of Rs.50,000/- in default to undergo rigorous imprisonment for three months for the offence u/s. 13(1) (d) punishable u/s. 13(2) of the Prevention of Corruption Act, 1988.

The substantive sentences awarded are to run concurrently.

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

Zimanamas, if any, be cancelled after two months of the appeal period, if no appeal is preferred against this judgment and in case of appeal, the same shall be subjected to appeal.

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

Dictated and corrected by me. Sentence is pronounced in the open court today this the 23rd June, 2016.

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

LIST OF WITNESSES EXAMINED FOR THE PROSECUTION.

- | | |
|---------|-----------------------|
| P.W.1. | Sarojini Ray. |
| P.W.2. | Manindra Kumar Dhal. |
| P.W.3. | Bijay Chandra Behera |
| P.W.4. | Debendra Nath Mahanto |
| P.W.5. | Suresh Ch.Sarangi. |
| P.W.6 | Dilbar Khan. |
| P.W.7 | Giridhari Lal Soni. |
| P.W.8. | Jogendra Mishra. |
| P.W.9. | Bishnu Charan Biswal. |
| P.W.10. | Sunil Kumar Rout. |

P.W.11.	Parsuram Panda
P.W.12	Akhaya Kumar Patnaik.
P.W.13	Gopal Krushna Das
P.W.14.	Ranjan Kumar Das.

LIST OF WITNESSES EXAMINED FOR THE DEFENCE.

None.

LIST OF EXHIBITS MARKED FOR THE PROSECUTION.

Ext.1.	Sale deed
Ext.2	Reply letter.
Ext.2/1	Signature of P.W.1.
Ext.3.	Sheets containing specimen signatures of Sarojini Ray.
Ext.3/1.	Signature of P.w.2.
Ext.4	Seizure list.
Ext.4/1.	Signature of P.W.1.
Ext.5	Zimanama
Ext.5/1.	Signature of P.W.1.
Ext.4/2 & 5/2.	Signature of P.W.2
Ext.3/2	Signature of P.W.3.
Ext.4/3 & 5/3	Signature of P.W.3.
Ext.6	True copy of agreement.
Ext.7.	Reply letter.
Ext.7/1.	Signature of P.W.4
Ext.8	Account opening form.
Ext.8/1.	Signature of P.W.6
Ext.9.	Letter issued by Sushil Kumar Saha, Chief Accountant.

Ext.9/1.	Signature of Sushil Kumar Saha
Ext.10.	Letter of Bahadur Ali, Managing Director.
Ext.10/1.	Signature of Managing Director
Ext.11	Letter issued by Subash Kapur.
Ext.11/1	Signature of Subash Kapur.
Ext.12	Letter issued by Subash Kapur.
Ext.12/1	Signature of Subash Kapur
Ext.13	Cheque of Rs.1,49,845/-
Ext.13/1	Signature of accused
Ext.14	Letter of P.W.9
Ext.14/1	Signature of P.W.9
Ext.15	Letter.
Ext.15/1.	Signature of Addl. Tahasildar
Ext.16.	Statement of account of Subrat Kr.Ray
Ext.16/1.	Signature of P.W.11 with certificate.
Ext.17.	Seizure list
Ext.17/1	Signature of P.W.11
Ext.18.	True copy of ROR
Ext.19.	Application of guarantor.
Ext.20	Application of borrower.
Ext.21.	Guarantee bond of the guarantor.
Ext.22	Pre-sanction inspection report.
Ext.23.	Certified copy of the attendance register of mortgager.
Ext.24.	Seizure list.
Ext.24/1	Signature of P.W.11.
Ext.25	Oral assent register.

Ext.26 to 26/11	12 cheques.
Ext.27.	Letter.
Ext.27/1.	Term and condition of the letter.
Ext.27/2.	Letter of Managing Director.
Ext.28.	Sanction order.
Ext.28/1.	Signature of P.W.13.
Ext.29.	FIR
Ext.29/1.	Signature of S.P.C.B.I. Amit Kumar
Ext.4/4	Signature of P.W.14.
Ext.5/4.	Signature of P.W.14.
Ext.17/2.	Signature of P.W.14.
Ext.30	Seizure list.
Ext.31	Proposal of account.
Ext.32	ROR
Ext.33	Search report.
Ext.34	Valuation report.
Ext.35	Encumbrance certificate.
Ext.36.	Loan documents.
Ext.37	Guarantee documents.
Ext.38.	Stock statement.
Ext.39	Investigation report of OIC of Bank of India.
Ext.40	Account opening form.
Ext.41	Cheque book requisition slip.
Ext.24/2.	Signature of P.W.14.
Ext.42.	Letter issued on 17.5.2004 by Bahadur Alli.
Ext.43.	Letter with enclosures.

Ext.44, 44/1 to 44/17. Specimen signature and writings of Subhranta Kumar Ray.

Ext.45 Opinion of GEQD.

LIST OF EXHIBITS MARKED FOR THE DEFENCE

Ext.A. Photograph affixed in borrower/ guarantor profile.

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