

**IN THE COURT OF THE SPECIAL JUDGE, C.B.I., COURT  
NO.I, BHUBANESWAR.**

**PRESENT:**

**Sri M.K.Panda,  
Special Judge, C.B.I.Court No.I,  
Bhubaneswar.**

**T.R. Case No. 12 of 2006  
Arising out of R.C. Case No. 28(A)/2005.**

Date of Argument : 24.9.2014.  
Date of Judgment : 29.9.2014.

REPUBLIC OF INDIA.

**Versus.**

1. Sh. Krupasindhu Mishra, aged about 53 years,  
s/o. Arjuna Prasad Mishra,  
Vill. SagarPada, Near Mahajan Temple,  
P.S. Bolangir, Dist. Bloangir.

... Accused.

For the Prosecution :Sri R.Hota, Spl.P.P  
For the Accused :Sri G.Acharya, Adv.

**J U D G M E N T**

The accused stands charged U/Ss. 420 IPC, 468 IPC, 471 IPC and U/S.13 (1) (d) read with Section 13(2) of the P.C.Act, 1988. He pleaded not guilty to the charges and claimed to be tried.

2. The factual matrix of the prosecution case is as follows:  
The accused Krupasindhu Mishra was posted in Bolangir

Branch of the LIC of India, as Higher Grade Assistant from 1993 to 2001 and subsequently was posted as Assistant Administrative Officer in LIC of India, Titilagarh Branch for the period from 8.10.2001 to 14.8.2004 for which he was competent to pass vouchers and sign cheques on behalf of the LIC of India. He was also a member of the Core Group of the branch. The accused in his capacity as H.G.A LIC of India, Bolangir Branch prepared several S.B. claims vouchers in the name of Santosh Mohapatra himself and signed the same as one of the authorities in all cases i.e. preparing, checking or passing authority and got them signed by other officials. The accused prepared the cheques and signed as one of the authorised signatories. The LIC of India has a computer system to automatically generate the due date of survival benefit payment of the policy holders according to the date of commencement of the Policy and for the operation of the computer, specific knowledge of password is given to a Core Group of officials in every LIC Branch. According to the due dates of payment the vouchers are prepared and the cheques are issued to the policy holders by affixing the signatures of two authorised officers. It is the specific case of the prosecution that the accused changed the name of the policy holder of the Policy No. 590770961 from Narahari Gahir, Belgaon OSEB Section, Saintala, Bolangir to Santosh Mohapatra and also changed the date of commencement of the policy fraudulently several times. It is also the case of the prosecution that the survival benefits due were paid on ten occasions illegally against the said policy from 11.2.2002 to 18.5.2002 and the cheques were issued in the name of Santosh Mohapatra, though there is no policy holder in the

name of Santosh Mohapatra. Prosecution case further reveals that all the payments have been passed in the name of Santosh Kumar Mohapatra instead of the original policy holder Narahari Gahir. According to the prosecution case, if the cheque is handed over to the policy holder, then his signature has to be taken in the backside of voucher and it has to be identified by the agent or any officer of said LIC Branch. It is the categorical case of the prosecution that after preparation of all the cheques, someone posing as the said Santosh Mhapatra has received the amounts on being identified by the accused Krupasindhu Mishra on the backside of the vouchers, though there is no policy holder in the name of Santosh Mohapatra nor was any payment due against any such policy. It is the specific case of the prosecution that after getting the cheques, the accused manipulated the names in the cheques from Santosh Mohapatra to Santoshini Mohapatra who is his wife by adding "ini" to "Santosh" and all the cheques were prepared by the accused in his own handwriting deliberately so that subsequently he could change the name and the same could be easily encashed through the account of Smt. Santoshini Mohapatra and got credited the same to the S.B. account bearing No. 8152 of Bolangir Anchalik Gramya Bank, Bolangir which was opened in the name of Santoshini Mohapatra. According to the prosecution, the accused himself signed as Santoshini Mohapatra on the reverse of the cheques and the cheques encashed in the same account had been seized and sent to the Govt. Examiner of questioned documents for opinion. Thus, the accused Krupasindhu Mishra cheated the L.I.C. of India, Titilagarh Branch to the tune of Rs.8,35,000/- by forging some documents of policy holders of

the said branch and by abusing his official position as a public servant caused wrongful loss to the LIC of India and wrongful gain to him. On completion of usual investigation and after obtaining sanction order and opinion of Govt. Examiner of Questioned Documents, CFSL, Kolkata, the Investigating Officer of C.B.I submitted charge sheet against the accused resulting in the present case.

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

4. Points for determination are:

- i. Whether the accused Krupasindhu Mishra was working as Asst. Administrative Officer in LIC of India, Tititlagarh Branch during the period from 8.10.2001 to 14.8.2004 and dishonestly cheated the LIC of India, Titilagarh Branch to the tune of Rs.8,35,000/- by forging some documents of LIC of India, changing the name of Policy holder of Policy No. 590770961 from Narahari Gahir to Santosh Mohapatra and by adding letters "ini" after the word "Santosh".
- ii. Whether the accused during the aforesaid period being public servants working in the aforesaid capacity in LIC of India, Titilagarh Branch by corrupt or illegal means or otherwise abusing his position as such public servant obtained pecuniary advantage to the tune of Rs.8,35,000/- for himself by forging some documents of LIC of India and by adding "ini" after the name "Santosh" on the reverse of the cheques and caused wrongful loss of the said amount to the said branch of LIC of India.

5. Prosecution in support of its charges against the accused persons has examined as many as 31 (thirty one) witnesses whereas defence has adduced the evidence of one witness in substantiation of its plea and case.

6. The important point for determination is whether the accused Krupasindhu Mishra, Asst. Administrative Officer, LIC of India, Titilagarh Branch dishonestly cheated the LIC of India to the tune of Rs.8,35,000/- by forging some documents of LIC of India, changing the name of the policy holder in Policy No. 590770961 from Narahari Gouri to Santosh and by adding letters "ini" after the word "Santosh". One of the important witnesses for the prosecution is none other than Rabi Narayan Pujari, the then Branch Manager, L.I.C. Bolangir Branch for the period from 2003 to 2006. This witness appearing as P.W.17 has testified that there is a scheme under monetary policy in which refund is permissible as survival benefit after four to five years of the policy depending on the terms and conditions of the policy and the amount is being specified in the policy for which a list is being prepared three to four months prior to the due date relating to the policies under the above scheme. His evidence further reveals that vouchers are being prepared by the Assistant in the Branch and officer empowered in this line would pass that voucher and thereafter, cheque was prepared in the account section in favour of the policy holder and the cheque can be delivered to the concerned person subject to identification proof by any staff of the branch or to be sent by Regd. Post to the concerned policy holder. His further assertion in the evidence is that the concerned officer preparing the voucher would make endorsement on the back side of the policy docket and

after preparation of cheque the number would be noted in the policy document and the voucher would be kept in the policy docket. His specific evidence is that on 20.10.2003 the I.O seized ten policy dockets on his production under seizure list Ext.31 and Ext. 32 to Ext.41 are ten policy dockets. He has further deposed that on 18.5.2005 the I.O seized 16 policy dockets along with its vouchers under seizure list Ext.42 and Ext.43 to Ext.58 are policy dockets whereas Ext.59 to Ext.94, Ext.10 and Ext.18 to Ext.30 are vouchers. It is the categorical evidence of P.W.17 in respect of the seized 16 policies that money back policy of Nakula Chandra Kumbhar with sum assured of Rs.25,000/- contained in Ext.32 commencing from 28.3.91 for a period of 25 years against which cheque no.246502 for S.3750/- and No.968740 for Rs.3637/- have been issued to the insured as survival benefit, money Back policy of Basista Kumar Sai with sum assured of Rs.25,000/- contained in Ext.33 commencing from 28.3.97 for a period of 15 years and two cheques bearing no.239283 for Rs.7269/- and no. 073192 for Rs.7500/- have been issued in favour of the insured as survival benefit, policy under Ext.34 was in the name of Dasamu Kumbhar with sum assured of Rs.50,000/- and no payment has been made to the insured, money back policy under Ext.35 was in the name of Laithili Kumar Panda with sum assured of Rs.25,000/- which commenced from 28.8.91 and two instalments for survival benefits have been given to the insured through cheque No.704226 for Rs.5000/- and No.244778 for Rs.5000/-, money Back policy under Ext.36 of Krushna Chandra Behera with sum assured of Rs.50,000/- commencing from 28.5.91 for a period of 20 years and two cheques bearing No. 424482 and 242726 for Rs.10,000/-

each has been issued in favour of the insured, endowment Policy under Ext.37 of Kishore Barik in which no payment has been made to the insured as survival benefit, money back policy under Ext.38 was in the name of Puspanjali Mishra with sum assured of Rs.1,00,000/- commencing from 28.3.91 for a period of 25 years and no payment has been made to the insured, money back policy under Ext.39 was in the name of Nirupama Rout with sum assured of Rs.15,000/- commencing from 28.3.91 for a period of 25 years and two cheques no.423415 for Rs.2250/- and no.239947 for Rs.2178/- have been issued to the policy holders as survival benefit, money back policy under Ext.40 was in the name of Judhistir Meher with sum assured of Rs.10,000/- commencing from 28.3.91 for a period of 12 years in which survival benefit has not been paid to the insured, money back policy under Ext.41 of Bhabani Sagar which commenced from 28.2.92 for a period of 20 years with sum assured of Rs.25,000/- and no payment has been made to the insured as survival benefit, money back policy under Ext.43 was in the name of Niraj Chandra Sahu with a sum of Rs.50,000/- which commenced on 28.3.94 for a period of 20 years and no payment has been made to the insured, money back policy under Ext.44 was in the name of Laxman Mishra with sum assured of Rs.25,000/- which commenced from 15.2.92 for a period of 25 years and survival benefits have been given to the insured through cheque no.760330 for Rs.3750/- and No.710335 for Rs.3750/-, endowment Policy under Ext.45 was in the name of Benudhar Dharua with sum assured of Rs.15,000/- and no payment has been made to the insured, money back policy under Ext.46 was in the name of Banchhanidhi Mishra with sum assured of

Rs.20,000/- and against this policy survival benefit for one instalment has been given to the insured through cheque No. 051333 for Rs.4123/-, money back policy No. 47 was in the name of Sadasiva Behera with sum assured of Rs.40,000/- and no payment has been made to the insured as survival benefit, money back policy No.48 was in the name of Chaitanya Kumbhar with sum assured of Rs.25,000/- and against his policy cheque no.760790 for Rs.3750/- and No.714301 for Rs.3750/- have been issued to the insured as survival benefit, money back policy under Ext.49 was in the name of Gopal Chandra Guru with sum assured of Rs.25,000/- in which two cheques bearing No.967575 and 407637 for Rs.3750/- each have been issued to the insured as survival benefit, money back policy (Jeevan Chhaya) under Ext.50 was in the name of Akrura Patel with sum assured of Rs.10,000/- and against this policy no payment has been made to the insured as survival benefit, endowment Policy contained in Ext.51 was in the name of Nalini Sahu with sum assured of Rs.35,000/- and no payment has been made to the insured.

7. It has been asserted in the evidence that endowment Policy contained in Ext.52 was in the name of Udhaba Budek with sum assured of Rs.10,000/- and no payment has been made to the insured, money back policy contained in Ext.53 was in the name of Subash Chandra Pasayat with sum assured of Rs.25,000/- in which cheque no.423577 for Rs.3750/- has been issued to the insured as survival benefit, money back policy No.54 was in the name of Satyanarayan Pradhan with sum assured of Rs.20,000/- which commenced on 14.3.92 for a period of 20 years and this policy has been transferred to Paralakhemundi Branch on

11.10.96 but payment of Rs.10,000/- under cheque No.50641 has been made in the name of Santosh Mohapatra on 26.5.98, money back policy under Ext.55 was in the name of Rabindra Nayak with sum assured of Rs.50,000/- and cheques bearing no.970559 & no.110132 for Rs.10,000/- each have been issued in favour of the insured as survival benefit, money back policy under Ext.56 was in the name of Rabindra Nayak with sum assured of Rs.50,000/- commencing from 23.10.92 and against this policy two cheques bearing No.970559 and 110132 for Rs.10,000/- each were issued to the insured as survival benefit, money back policy under Ext.57 was in the name of Khulana Sahu with sum assured of Rs.50,000/- and it commenced from 28.12.92 for a period of 25 years and against this policy cheque no.392367 for Rs.7500/- and cheque No.713214 for Rs.7500/- have been issued in favour of the insured as survival benefit, money back policy under Ext.58 was in the name of Santoshini Mohapatra with sum assured of Rs.50,000/- which commenced from 28.8.2001 for a period of 20 years and against this policy no payment has been made to the insured as survival benefit. His specific evidence is that Ext.95 and Ext.96 are two payment vouchers. Nothing substantial has been brought out in cross-examination of P.W.17 to discredit his evidence on material aspects of the case. His evidence appears to be quite clear, consistent, convincing, credible and above reproach. In fact P.W.17 has successfully stood the test of cross-examination. In effect his evidence suffers from no inherent, infirmity or improbability. I, therefore, find no cogent reason or ground to doubt the veracity of this witness.

8. P.W.2 the then Higher Grade Assistant of LIC, Bolangir has testified that the accused was to prepare voucher of the claims after scrutinising the claim and Ext.10 is the voucher prepared by the accused and he signed on it as an officer. He has proved the signature of the accused in voucher which has been marked as Ext.10/2. His further evidence reveals that a cheque was also prepared by the accused contained in Ext.11 and the signature of the accused has been proved as Ext.11/1. His specific evidence is that initially the cheque was prepared in the name of Santosh Mohapatra when he signed on it after verifying the voucher. It is the specific evidence of P.W.2 that the accused prepared other two cheques contained in Ext.12 and Ext.13 where he has signed after verifying the dockets. He has claimed in his evidence that he knows the signature of the accused who wrote the name of Santoshini on the back of the cheques contained in Ext.11, Ext.12 and Ext.13 and in Ext.7 to Ext.7/103. P.W.3 another Higher Grade Assistant of LIC Titilagarh Branch has stated in his evidence that the benefits of the policy were paid on cheque which was prepared as per the voucher by the claim department and was signed by one of the Higher Grade Assistants. He has testified that he has signed on the cheques under Ext.7/1 and Ext.7/2 and the accused who was then Asst. Administrative Officer has also signed on those cheques whose signatures has been marked Ext.7/106 and Ext.7/107. It is the specific evidence of P.W.3 that the accused brought the cheques along with the claim vouchers and asked him to sign. P.W.4 Administrative Officer of LIC Titilagarh Branch has testified that accused was then Asst. Administrative Officer who was the head of claim department and was responsible

for preparation of cheques as well as vouchers. He has further testified that the accused and he have signed on the cheques contained in Ext.7/4 and Ext.7/6. The signatures of the accused appearing in Ext.7/4 and Ext.7/6 have been marked Ext.7/109 and Ext.7/110. He has specifically testified that accused brought the filled up cheques and vouchers for which he signed on it. It is the specific evidence of P.W.4 that I.O seized the docket containing documents under Ext.14. The evidence of P.W.4 has virtually remained unimpeached. For lack of anything better he has been simply suggested that he is deposing falsely because the policy dockets and vouchers have already been transferred from their office to Bolangir branchy on 29.1.2002.

9. P.W.7, P.W.8, P.W.9 and P.W.10 who are the colleagues of the accused have categorically claimed in their evidence that they know the accused Krupasindhu Mishra and they are acquainted with his signature and handwriting. P.W.7 and 8 have further testified that there was endorsement on the back of the cheque for crediting the amount to account No.8152 which has been written by the accused Krupasindhu Mishra and name of Santoshini Mohapatra in the endorsement is also in the handwriting of Krupasindhu Mishra. The endorsements of the accused have been marked as Ext.7/114, Ext.7/117, Ext.7/120, Ext.7/123 and Ext.7/126. P.W.9 has deposed that the accused has filled up the contents of the cheque in his own handwriting and endorsement given on the back side of the cheque is in the handwriting of the accused. He has proved the signature and endorsement of the accused as contained in Ext.128 and Ext.7/129 respectively. P.W.10 has similarly deposed that 28 nos. of cheques contained in

Exts.7/8 to Ext.7/12, Ext.7/15 to ext.7/20, Ext.7/23, Ext.7/27, Ext.7/29 to Ext.7/38, Ext.7/39, Ext.7/88 to Ext.7/90 have been issued from Bolangir Branch and all those cheques have been filled up by the accused in his own handwriting and also the accused had given endorsement on the back side of the above cheques. The signatures of the accused has been proved by him as Ext.7/158 to Ext.7/185. P.W.11 the then Senior Branch Manager of LIC Bolangir Branch whereas the accused was Higher Grade Asst. in the same branch. He has testified that the accused and he jointly signed on the cheques contained in Ext.7/14, Ext.7/21,Ext.7/24, Ext.7/28, Ext.7/40 and Ext.7/91 where the accused was the first signatory. The signature of the accused has been proved and marked as Ext.7/192 to Ext.7/197. He has categorically testified that the accused has filled up the above cheques in his own handwriting and the endorsements on the reverse side of cheques are also in the handwriting of the accused contained in Ext.7/198 to Ext.7/203. P.W.12 another Higher Grade Asst. of LIC Titilagarh Branch has testified that the accused himself has prepared the cheques contained in Ext.7/98, Ext.7/99, Ext.7/101, Ext.7/22 which are in respect of payment of money back policies. He has proved the signatures of the accused which have been marked Ext.7/204, Ext.7/207, Ext.7/210 and Ext.7/213. He has also testified that the endorsements appearing on the reverse side of the cheques are in the handwriting of the accused which have been marked as Ext.7/206, Ext.7/209, Ext.7/212 and Ext.7/215. His assertion in the evidence is that the accused was Head of the claims department at that time and signatures of two signatories are required on a cheque. His further claim in the evidence is that

the accused came with some documents and asked him to put signatures on the cheques as he was an authorised signatories for which as per the practice and in good faith he signed on the cheques. Kishore Chandra Majhi, Asst. Administrative Officer of LIC Bolangir Branch appearing as P.W.13 has deposed that while he was Higher Grade Asst., he had been authorised to sign on the cheques. He has proved the signature of the accused appearing on the cheques which have been marked Ext.7/221 to Ext.7/226, Ext.7/231 to Ext.7/234, Ext.7/243 to Ext.7/250, and Ext.7/258 to Ext.7/263. He has testified that he has signed on the cheques verifying the vouchers which were in the name of Santosh Mohapatra beneficiary of the cheques contained in Ext.18 to 29 and Ext.18/2 to Ext.29/2 are the signature of the accused. He has also proved the endorsements with the signature of the accused contained in Ext.7/264 to Ext.7/294.

10. P.W.14 Naba Kishore Das, Sr. Branch Manager, L.I.C. Bolangir Branch has stated in his evidence that he has prepared the discharge voucher dated 28.4.97 which was in the name of Santosh Mohapatra in respect of Policy No.5903057036 in his own handwriting contained in Ext.30 and Ext.30/1 is the signature of the accused. Similarly the accused has prepared the cheque in his own handwriting contained in Ext.7/70 and Ext.7/296 is his signature whereas Ext.7/297 is his endorsement. It is the specific evidence of P.W.14 that he had verified the contents of voucher while putting his signature on the same but accused has received the cheque by putting endorsement on the reverse of the payment voucher vide Ext.30/3. P.W.15 Sukanta Mohanty, Administrative Officer, LIC Bolangir Branch has deposed that

the contents of the cheques contained in Ext.7/67 and Ext.7/71 are in the handwriting of the accused and he has signed on the cheques as second signatory while the accused was the first signatory. He has further testified that the names of Santoshini Mohapatra on the reverse side of the cheques are in the handwriting of the accused contained in Ext.7/300 and Ext.7/303. P.W.16 Kusa Sahu, Asst. Administrative Officer, LIC Bolangir Branch has testified that as he had been authorised to pass vouchers, he has passed six numbers of vouchers contained in Ext.19 to Ext.24. His specific evidence is that accused who was then Higher Grade Asst. in the same Branch had prepared the above vouchers in favour of Santosh Mohapatra and Ext.19/2 to Ext.24/2 are the signatures of the accused. He has clarified in the evidence that accused had identified the person on the reverse of the vouchers who had received the cheques against the above vouchers and Ext.19/3 to Ext.24/3 are the signatures of the accused on the reverse side of the above vouchers. His specific evidence is that accused had filled up the contents of the cheques contained in Ext.7/58, Ext.7/69, Ext.7/72, Ext.7/73, Ext.7/75 to Ext.7/78, Ext.7/81 and Ext.7/85 in which the accused was the first signatory and he was the second signatory. The signatures of the accused have been marked Ext.7/304 to Ext.7/314. He has claimed in the evidence that the endorsements given on the reverse of the cheques are in the handwriting of the accused which has been marked as Ext.7/326 to Ext.7/336. His evidence further reveals that he signed on the cheques in the name of Santosh Mohapatra after verification of the vouchers. P.W.25 Santosh Kumar Das, the then Assistant of LIC Bolangir Branch has proved the

signatures of the accused appearing in the vouchers contained in Ext.73/1, Ext.74/1, Ext.78/1 to Ext.83/1, Ext.87/1, Ext.88/1, Ext.90/1 and Ext.91/1 and all the vouchers, which were in the name of Santosh Mohapatra, were in the handwritings of the accused. He has also proved that the writings on the reverse side of the vouchers contained in Ext.73, Ext.79, Ext.81 to Ext.83, Ext.85, Ext.86, Ext.88 and Ext.91 are in the handwriting of the accused and Ext.73/2, Ext.79/2, Ext.81/2, Ext.82/2, Ext.83/2, Ext.85/2, Ext.86/2, Ext.88/2 and Ext.91/2 are the signatures of the accused. His evidence further reveals that all the vouchers are in the name of Santosh Mohapatra. P.W.27 Chakradhara Behera, Asst. Administrative Officer (Programmer) LIC of India, Titilagarh Branch has deposed that the cheque contained in Ext.7/100 has been written by the accused in which he has signed as second signatory whereas the accused has signed as first signatory. He has proved his signature as Ext.7/306 and the signature of the accused as Ext.7/305. He has claimed in the evidence that the endorsement with signature in the name of one Santoshini Mohapatra has been written by the accused which has been marked Ext.7/307. P.W.28 Subash Ch. Chhatria, the then Assistant of LIC of India, Bolangir has testified that he has not prepared the vouchers contained in Ext.10, Ext.18 to Ext.30 and does not know whether the accused Krupasindhu Mishra has signed on the reverse side of the cheques though he is acquainted with the signature and handwriting of the accused. As this witness has not supported the prosecution case in any manner for which he was put leading questions by the prosecution. P.W.29 Sradhananda Hota, the then Asst. Administrative Officer, LIC of India,

Bolangir Branch has claimed in the evidence that the signatures of the accused has been marked as Ext.7/312 to Ext.7/315 and the cheques have been written by the accused in his own handwriting. Nothing substantial has been brought out in cross-examination of P.W.14, P.W.15, P.W.16, P.W.25, P.W.27, P.W.28 and P.W.29 to discredit their evidence on material aspects of the case. Their evidence appears to be quite clear, consistent, convincing, credible and above reproach. In fact the above named prosecution witnesses have successfully stood the test of cross-examination. In effect their evidence suffers from no inherent, infirmity or improbability. I, therefore, find no cogent reason or ground to doubt their veracity of these witnesses.

11. It is the consistent and categorical evidence of P.W.2, P.W.3, P.W.7, P.W.9, P.W.10, P.W.11, P.W.12, P.W.13, P.W.14, P.W.15, P.W.16, P.W.127,P.W.28 and P.W.29 that they being the colleagues of the accused at the relevant time are acquainted with his signature and handwriting in regular course of official business. It is also their consistent evidence that the signatures and handwritings appearing in the cheques contained in Ext.7 series, Ext.11, Ext.12 and Ext.13 and vouchers are in the handwriting of the accused K.S. Mishra. Much less careful reading, even a cursory glance at the cheques unmistakably shows that the accused has initially written the name of Santosh Mishra in the reverse side of the cheques contained in Ext.7 series initially which has been subsequently changed to Santoshini. Nothing substantial has been elicited in the cross- examination of the above witnesses. They have successfully stood the test of cross-examination. Their evidence appears to be quite clear, consistent,

convincing, credible, above reproach and unblemished. In effect, their evidence suffers from any inherent, infirmity and improbability. In essence, their evidence with regard to writing and signature of the accused on the front side and reverse side of the cheques as well as vouchers in question and on the other material aspects of the case has not been discredited. I, therefore, find no cogent reason or ground to doubt their veracity.

12. P.W.1, the then Branch Manager of Bolangir Anchalik Gramya Bank has testified that C.B.I. seized deposit vouchers contained in Ext.3 to Ext.3/66, withdrawal vouchers contained in Ext.4 to Ext.4/44, cheques contained in Ext.7 to Ext.7/103 from him. He has further testified that the vouchers are relating to A/C No. 8152 of Santoshini Mohapatra. It is the specific evidence of P.W.1 that Ext.8 is the specimen signature card and Ext.9 is the statement of account. His assertion in the evidence that the cheques under Ext.7 series credited to the account after the same were cleared. P.W.5 the then Branch Manager of Andhra Bank, Bolangir Branch has testified that the I.O. seized 90 cheques contained in Ext.7/8 to Ext.7/21, Ext.7/65 to Ext.7/96, Ext.7/23 to Ext.7/56, Ext.7/58 to Ext.7/64, Ext.11, Ext.12 and Ext.13 from his custody under seizure list Ext.16. He has specifically testified that all the cheques seized from his custody are in favour of Santoshini Mohapatra which were received from Bolangir Anchalika Gramya Bank and those have been cleared from their payee Bank. It is the specific evidence of P.W.5 that Santosh Singh had made endorsement on the back of those cheques for crediting the amount to S.B. Account No. 8152 of Bolangir Anchalik Gramya Bank. P.W.6 Gagan Bihari Pradhan, the then

Branch Manager, Indian Overseas Bank, Titilagarh Branch has deposed that the I.O. 17 cheques contained in Ext.7, Ext.7/1, Ext.7/22, Ext.7/97 to Ext.7/103 and Ext.7/57 which were in favour of Santoshini Mohapatra and each cheque had face value of Rs.15,000/-. He has testified that the amount has been cleared from their branch and the cheques received from State Bank of India. He has specifically testified that the endorsement on the back was to credit the amount to S.B. A/c No. 8152 of Bolangir Anchalik Gramya Bank.

13. P.W.18 Pankaj Kishore Mohanty, L.D.C of the office of Archaeological Survey of India has testified that the specimen signature and handwriting of the accused were obtained in his presence in eight sheets after he was introduced with the accused contained in Ext.97 to Ext.104. The evidence of P.W.19 Ritanjali Patel, Asst. Administrative Officer, LIC Bolangir reveals that he was the second signatory in the cheque and after confirming the name and amount in the cheque, he had signed which has been marked Ext.7/304. P.W.21 Amitabh Mishra , Asst. Administrative Officer and P.W.22 Prasanna Kumar Acharya Programmer of LIC Balangir Branch have proved the seizure of policy dockets contained in Ext.107 and Ext.109 on their production by the I.O. under seizure list Ext.106 and Ext.108. P.W.23 Bijay Kumar Patra, then then Administrative Officer of LIC Bhawanipatna has testified that C.B.I. had seized three policy dockets from him and prepared seizure list contained in Ext.110. He has further testified that Ext.111 the Policy docket bearing no. 590770961 of Narahari Gahir with the sum assured of Rs.50,000/- commencing from 28.3.1997 and in this policy two cheques amounting to Rs.15,000/- each have been paid

under Cheque No.615063 dated 28.3.2001 and No.0899778 dated 28.3.2005. He has further deposed that Ext.112 the Policy docket bearing No.590323308 of Gopal Ch. Saha with the sum assured of Rs.7000/- commencing from 28.11.91 in which survival benefits for two instalments have been given through cheques No.022071 dtd.27.12.1996 amounting to Rs.1750/- and No. 0708876 dated 28.11.2001 amounting to Rs.1750/-. He has also testified that Ext.113 the Policy dockets bearing No.590365977 of Mamtaz Banu with the sum assured of Rs.15,000/- commencing from 11.2.1991 and it lapsed on August, 1991 for non-payment of premium. Similarly P.W.24 Biswajit Mishra, the then Higher Grade Assistant in LIC Branch of Sambalpur Branch-II has deposed that C.B.I. had seized policy dockets bearing No. 590222418 and 590322480 on his production under seizure list Ext.114. He has clarified in the evidence that Policy No.590222417 contained in Ext.115 is in the name of Sabitri Meher with the sum assured of Rs.40,000/- commencing from 28.9.1987 and it was lapsed due to non-payment of premium on 28.11.1987. He has also proved that policy No. 590322480 was in the name of Anandi Behera with the sum assured Rs.15,000/- commencing from 1.9.90 and it was a money back policy in which survival benefits have been given in three instalments i.e. first instalment on 24.10.96, second instalment on 23.9.2000 and third instalment of Rs.2913/- has been paid on through cheque No.106008. Tareswara Patra, the then Branch Manager LIC of India, Titilagarh Branch appearing as P.W.26 has testified that he has furnished the certified copy of voucher in respect of transfer of Policy No. 590770961 of Santosh Kumar Mohapatra from Titilagarh Branch to Bolangir

Branch contained in Ext.117/2. P.W.20 Lalit Mohan Lohani who was working then Zonal Manager, LIC of India, Eastern Zone Calcutta has deposed that he was competent to remove an Assistant Administrative Officer from service. His further evidence is that he has accorded sanction for prosecution against the accused after going through the documents and due application of mind. The said sanction order has been marked Ext.105 and Ext.105/1 is the signature of P.W.20.

14. In fact the defence has signally failed to discredit the evidence of the prosecution witnesses. The direct evidence of the prosecution has received ample corroboration from the expert evidence of P.W.30, Smt. Kanan Bala Jena who is the Asst. Govt. Examiner of Questioned Documents. She has deposed that her office received certain documents from the office of the C.B.I. Bhubaneswar for examination and opinion vide letter No.2657/28-A/2004/ BBS dated 2.12.2005 which were entrusted to her for examination. It is her specific evidence that she has examined the questioned documents marked Q-series in comparison with the standard documents marked S-1 to S-8 and opined in Ext.118 that the person the person who wrote the blue enclosed writing stamped and marked S-1 to S-8 also wrote the red enclosed writings similarly stamped and marked Q-1, Q-1A, Q-2 to Q-307. She has further opined in her report that the examination of the writings marked Q-98, Q-100, Q-104, 108, 114, 120, 122, 124, 128, 130, 144, 148, 160, Q162, 164, 172, 178, 198, 218, 230, 254, 264, 268, 274, 276, 280, 286, 290, 296 and Q-298 visa-a-vis their carbon impressions marked Q-98/1, Q-100/1, Q-104/1, 108/1, 114/1, 120/1, 122/1, 124/1, 128/1, 130/1, 144/1, 148/1, 160/1, Q162/1, 164/1, 172/1, 178/1,

198/1, 218/1, 230/1, 254/1, 264/1, 268/1, 274/1, 276/1, 280/1, 286/1, 290/1, 296/1 and Q-298/1 in the reverse of the corresponding cheques. It is her further opinion that difference in the intensity of carbon impressions of letters "ini" in comparison with the carbon impressions of rest of the letters in the writings "Santoshini Mohapatra" indicating the letters "ini" has been added subsequently. The evidence of P.W.30 stands reinforced by the opinion of Sri S.C.Gupta, the Deputy Govt. Examiner of Questioned documents who after independently examining the aforesaid documents has arrived at the same conclusion as her and his signature has been marked Ext.118/2. Nothing substantial has been brought out in cross- examination of P.W.30 to discredit her evidence on material aspects of the case. She has successfully stood the test of cross-examination. Her evidence appears to be quite clear, consistent, convincing, credible and above reproach. In effect her evidence suffers from no inherent, infirmity or improbability. I, therefore, find no cogent reason or ground to doubt her veracity.

15. The defence in support of its case has examined Jayanarayan Muna. This witness appearing as D.W.1 has claimed that he is acquainted with the signature and handwriting of the accused. His specific evidence is that the signature of the authorized signatory are sent to the payee bank where it is kept preserved and another set of copy is retained in the Branch office and cheque is passed after comparing the specimen signature. The evidence of D.W.1 that the signature of the accused finds place neither in the front side nor in the reverse side of the cheques and also do not find place in the vouchers, is blatant falsehood being wholly

unsupported by material particulars. This evidence of D.W.1 stands squarely falsified by the unimpeached evidence of the prosecution witnesses who have proved the signatures and handwriting of the accused on front and reverse side of the cheques and vouchers. His further evidence is that without using the root password one cannot access to the computer and any of the core group members cannot straight away access to the data of the computer without the help of the programmer. According to P.W.1 the policy holder in order to change his name is to submit an application to the Branch Manager which will be sent to the Policy Servicing Department where the policy dockets will be brought out and the programmer will finally correct the names by using his root password. The evidence of D.W.1 stands squarely discredited by his clean admission in the cross-examination that if there is any discrepancy on the signature of the authorised signatory, the bank will dishonour the cheques and none of the cheques has been dishonoured. It is the candid admission of D.W.1 that he was dismissed from LIC service in connection with the C.B.I. inquiry on the allegation of misappropriation in respect of the LIC policies and two cases are pending against him in this court. His further admission is that T.R. Case No. 4/10, T.R. Case No. 11/07, T.R. Case No. 13/07, T.R. Case No. 12/07, T.R. Case NO. 26/09, T.R. Case No. 6/07 and T.R. Case No. 7 of 2007 are pending before this court. No less clear is the admission of D.W.1 that all the cheques have been issued by the L.I.C. Office. Therefore, the evidence of D.W.1 is not acceptable being not above reproach and free from blemish.

16. The most discernible feature writ large in the whole defence case is that it has squarely failed to demolish

the allegations in the prosecution evidence that the accused Krupasindhu Mishra has prepared the cheques and the vouchers. The unimpeached evidence is that the accused has prepared the vouchers and cheques in the name of Santosh Mohapatra which has been subsequently changed to Santoshini. The accused opened an account in the name of his wife Santoshini Mohapatra and deposited the cheque amount. This piece of evidence has also not been discredited. The learned defence counsel contends that the whole prosecution evidence deserves no credence in as much as prosecution case suffers from inherent improbabilities. It has been pointed out that the investigation is silent about the deposit of 41 cheques, the vouchers in respect of 107 numbers of cheques have not been brought on record by the prosecution, 39 numbers of vouchers are missing and the I.O has taken no step to trace them out, no requisition has been made by the I.O for the policy docket in the name of Santosh Mohapatra, the policy holder Narahari Gahir having policy No.590790961 has neither been examined by the I.O nor by the prosecution, the policy docket of Narahari Gahir having Policy No. 590790961 has not been brought to the case record, the specimen signature of authorized signatory of Titilagarh and Bolangir Branch have not been brought into the case record, Sri P.K.Sethi the then Branch Manager who prepared the annexure of Ext.117 (computer generated vouchers) has neither been made an accused nor a witness to this case, Santoshini Mohapatra account holder of account no.8152 has not been examined nor her specimen signatures were collected, there is no evidence on record to establish that Santoshini Mohapatra is the wife of the accused, there is no

direct evidence regarding deposit of cheques and withdrawal cheque amount from Anchalika Gramya Bank, Bolangir by the accused. It has also been pointed out that according to P.W.26 Tarekeswar Patra, Branch Manager, Titilagarh Branch and Ext.117/2, the policy docket of Policy No. 590790961 has been transferred from Titilagarh Branch to Bhawanipatna Branch. It is the defence contention that how after transfer of the policy docket the officer of the Titilagarh Branch signed on the cheques and vouchers by going through the policy dockets. On the face of overwhelming and unimpeached evidence that Santoshini Mohapatra is the wife of the accused Krupasindhu Mishra the onus is on the defence to negative this assertion. Besides, it is interesting to note that much less elicited, nothing has been suggested to any of the prosecution witnesses to show that Santoshini Mohapatra is not the wife of the accused. Defence has signally failed to adduce any evidence to disprove that Santoshini Mohapatra is the wife of the accused. The I.O. has categorically deposed that only 32 vouchers are missing. It is, therefore, manifest from the evidence on record that vouchers in relation to 32 numbers of cheques could not be traced out by the Investigating Officer. The allegation that vouchers in respect of 107 numbers of cheques have not been brought into record is not factually correct. Similarly the allegation that policy docket of Narahari Gahir having Policy No. 590790961 has not been brought to the case record is totally incorrect. Bijay Kumar Patra, the then Administration officer in LIC of India, Bhawanipatna Branch appearing as P.W.23 has proved the Policy docket of Narahari Gahir bearing No. 590790961 which has been marked Ext.111. Fact remains that Santoshini Mohapatra has

neither been examined by the prosecution nor her specimen signature has been collected. There could be no gainsaying the fact that there are certain deficiencies in the investigation of the prosecution case. But those deficiencies should not be allowed to strain the essential credibility of the prosecution case.

17. It has been also argued that the accused on his own cannot have accessed to the Master Computer to manipulate the computer entries or to change the name of the policy holder. In this connection attention of this court has drawn to the evidence of P.W.28 Subash Chandra Chhatra, Assistant LIC of India, Bolangir who has deposed: "The detail of the policy holder and policy have been saved in Master Computer. One can have access to the data base of the computer only with the help of Programmer, Branch Manager and the User. One person single handedly cannot decode and get access to the data base. Any single member of the core group cannot have access to the data base of the computer". The learned defence counsel has also relied on the evidence of P.W.26 Tarakeswar Patra, Branch Manager, L.I.C of India Titilagarh Branch who has deposed that the password of the Programmer and User password are combinedly required to have access to the data of the computer. Defence cross-examination has brought out serious admissions in the evidence of P.W.23 Bijay Kumar Patra, the then Administrative Officer in the LIC of India, Bhawanipatna Branch. His candid admission is that the designated person to whom the password has been allotted can access to the computer. The evidence of P.W.26 and P.W.28 stands squarely discredited by the admissions of P.W.23 that during the period of detection of

the case any one of the members had access to the system with his password to make necessary correction. This amply proves that the accused alone had all the opportunity to access to the computer system to change the name of the policy holder by way of correction. P.W.12 the then Higher Grade Assistant in LIC of India, Titilagarh Branch Sridhar Kumar Pattanaik has categorically deposed that the accused was Head of the Department in the Claims Department at that time and signatures of two signatories are required on the cheque. His further evidence is that the accused came with some documents and asked him to put signatures on the cheques and as per the practice and in good faith he signed on the cheques. In the perspective the contention of the learned defence counsel in this regard carries no legal conviction. The unimpeached oral as well as documentary evidence adduced by the prosecution unmistakably leads to the conclusion that it is the accused Krupasindhu Mishra who has committed the alleged offences.

18. In ultimate appraisal of the totality of the evidence on record I am driven to hold that prosecution has proved its case against the accused beyond all reasonable doubt. I, therefore, find the accused guilty of the offences under Sections 420 I.P.C, 468 I.P.C , 471 I.P.C and Section 13(1)(d) read with Section 13(2) of the P.C.Act, 1988 and convict them thereunder.

Special Judge,C.B.I., Court No.I,Bhubaneswar.

Dictated & corrected by me and pronounced in the open court today i.e. on 29<sup>th</sup> Septembter, 2014.

Special Judge,C.B.I., Court No.I, Bhubaneswar.

**S E N T E N C E**

I heard the learned defence counsel as well as the learned Public Prosecutor on the point of sentence. The learned defence counsel submits that the convict should be dealt with leniently in view of total absence of criminal antecedents or complaint and adverse report against him during his entire service career. The learned Public Prosecutor, on the other hand, urges that the convict deserves exemplary and condign punishment as he has defalcated huge amount of the LIC of India. Therefore, regard being had to the age of the convict and other mitigating factors and extenuating circumstances, I am disposed to hold that the convict should be dealt with leniently. Resultantly, the convict is sentenced to undergo rigorous imprisonment for one year and to pay a fine of Rs.10,000/- (Rupees Ten thousand) in default to suffer rigorous imprisonment for one year for the offence under Section 420 IPC, to undergo rigorous imprisonment for one year and to pay a fine of Rs.10,000/- (Rupees Ten thousand) in default to suffer rigorous imprisonment for one year for the offence under Section 468 IPC, to undergo rigorous imprisonment for one year and to pay a fine of Rs.10,000/- (Rupees Ten thousand) in default to suffer rigorous imprisonment for one year for the offence under Section 471 IPC and to undergo rigorous imprisonment for one year and to pay a fine of Rs.10,000/- (Rupees Ten thousand) in default to suffer rigorous imprisonment for one year for the offence under Section 13(2) read with Section 13(1)(d) of the Prevention of Corruption Act, 1988 with a direction that all the sentences shall run concurrently.

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. Court No.1,  
Bhubaneswar.

Dictated & corrected by me and pronounced in the open court today i.e. on 29<sup>th</sup> Sept., 2014.

Special Judge, C.B.I., Court No.I  
Bhubaneswar.

**LIST OF WITNESSES EXAMINED FOR THE PROSECUTION**

P.W.1.	Suresh Kumar Panigrahi.
P.W.2.	Pradeep Kumar Pradhan.
P.W.3.	Sunadhara Saha.
P.W.4.	Dinamani Bag.
P.W.5.	Prasanna Kumar Mishra.
P.W.6.	Gagan Bihari Pradhan.
P.W.7.	Jharaketan Sahu.
P.W.8.	Prabir Kumar Sahu.
P.W.9.	Kalingasen Rath.
P.W.10.	Hemant Kumar Singh.
P.W.11.	Prafulla Jaipuria.
P.W.12.	Sridhar Kumar Pattanaik.
P.W.13.	Kishore Ch. Majhi.
P.W.14.	Naba Kishore Das.
P.W.15.	Sukanta Mohanty.
P.W.16.	Kusa Sahu.
P.W.17.	Rabi Narayan Pujari.
P.W.18.	Pankaj Kishore Mohanty.
P.W.19.	Ritanjali Patel.
P.W.20.	Lalit Mohan Lohani.
P.W.21.	Amitabh Mishra.
P.W.22.	Prasanna Kumar Acharya.
P.W.23.	Bijay Kumar Patra.

P.W.24.	Biswajit Mishra.
P.W.25.	Santosh Kumar Das.
P.W.26.	Tareswar Patra.
P.W.27	Chakradhar Behera.
P.W.28.	Subash Chandra Chhatra.
P.W.29.	Sradhananda Hota.
P.W.30.	Kananbala Jena.
P.W.31.	Sudhir Kumar.

**LIST OF WITNESSES EXAMINED FOR THE DEFENCE.**

D.W.1                      Jayanarayan Munna.

**LIST OF DOCUMENTS ADMITTED BY THE PROSECUTION.**

Ext.1.	Seizure list.
Ext.1/1	Signature of P.W.1
Ext.2	Seizure list
Ext.2/1	Signature of P.W.1
Ext.3 to 3/66	Deposit vouchers
Ext.4 to 4/44	Withdrawal vouchers
Ext.5 & 6	Letters
Ext.7 to 7/103	Cheques
Ext.8	Specimen signature card.
Ext.9	Statement of account.
Ext.10.	Voucher prepared by the accused.
Ext.10/1	Signature of P.W.2.
Ext.10/2	Signature of accused.
Ext.11	Cheque prepared by the accused.
Ext.11/1	Signature of accused
Ext.11/2	Signature of P.W.2.
Ext.12 and 13	Cheques prepared by the accused.
Ext.12/1 and 13/1	Signature of the accused.
Ext.12/2 and 13/2	Signature of P.W.2
Ext.7/104 & 7/105	Signature of P.W.3.
Ext.7/106 & 7/107	Signature of accused
Ext.7/108 & 7/109	Signature of P.W.4.
Ext.7/110 & 7/111	Signature of accused.
Ext.14	Seizure list
Ext.14/1	Signature of P.W.4.
Ext.15	Docket
Ext.16 and 17	Seizure lists.
Ext.16/1	Signature of P.W.5.
Ext.17/1	Signature of P.W.6
Ext.7/117	Cheques
Ext.7/113	Signature of K.S.Mishra.

Ext.7/114	Endorsement
Ext.7/115	Signature of P.W.7.
Ext.7/116	Signature of K.S.Mishra.
Ext.7/117	Endorsement
Ext.7/118	Signature of P.W.7
Ext.7/119	Signature of K.S.Mishra.
Ext.7/120	Endorsement
Ext.7/121	Signature of P.W.7
Ext.7/122	Signature of K.S.Mishra.
Ext.7/123	Endorsement
Ext.7/124	Signature of P.W.7
Ext.7/125	Signature of K.S.Mishra.
Ext.7/126	Endorsement
Ext.7/127	Signature of P.W.9
Ext.7/128	Signature of K.S.Mishra.
Ext.7/129	Endorsement by K.S.Mishra.
Ext.7/130 to 7/157	Signature of P.W.10.
Ext.7/158 to 7/185	Signature of K.S.Mishra.
Ext.7/186 to 7/191	Signature of P.W.11
Ext.7/192 to 7/197	Signature of accused.
Ext.7/198 to 7/203	Endorsement of accused.
Ext.7/204	Signature of accused
Ext.7/205	Signature of P.W.12
Ext.7/206	Endorsement of accused
Ext.7/207	Signature of accused
Ext.7/208	Signature of P.W.12
Ext.7/209	Endorsement by accused.
Ext.7/210	Signature of accused.
Ext.7/211	Signature of P.W.12
Ext.7/212	Endorsement.
Ext.7/213	Signature of accused
Ext.7/214	Signature of P.W.12
Ext.7/215	Endorsement of accused.
Ext.7/216	to Signature of P.W.13.
Ext.7/220	
Ext.7/221	to Signature of accused.
Ext.7/226	
Ext.7/227, 7/230,	Signature of P.W.13.
7/235 to 7/242,	
7/251 to 7/257	
Ext.7/231 to 7/234,	Signature of the accused.
7/243 to 7/250,	
7/258 to 7/263	
Ext.18 to 29.	Vouchers.
Ext.18/1 to 29/1	Signature of P.W.13.

Ext.18/2 to 29/2.	Signature of the accused.
Ext.7/264 to 7/294	Endorsement with signature of the accused.
Ext.30	Discharge voucher
Ext.30/1	Discharge voucher
Ext.30/2	Voucher for payment
Ext.30/3	Voucher for payment
Ext.7/295	Signature of P.W.14
Ext.7/296	Signature of accused.
Ext.7/297	Endorsement of K.S.Mishra.
Ext.7/298	Signature of p.W.15
Ext.7/299	Signature of accused.
Ext.7/300	Handwriting of accused
Ext.7/301	Signature of P.W.15
Ext.7/302	Signature of accused.
Ext.7/303	Handwriting of accused.
Ext.19/1 to 24/1	Signature of P.w.16.
Ext.19/2 to 24/2	Signature of accused K.S.Mishra.
Ext.19/3 to 24/3	Signature of accused Krupasindhu Mishra.
Ext.31	Seizure list
Ext.31/1	Signature of P.W.17
Ext.32 to 41	Policy docket.
Ext.42	Seizure list
Ext.42/1	Signature of P.W.17
Ext.43 to 58	Policy dockets
Ext.59 to 94	Vouchers.
Ext.95 and 96	Payment vouchers.
Ext.97 to 104	Eight sheet of paper.
Ext.97/1 to 14/1	Signature of P.W.18.
Ext.7/304	Signature of P.W.19
Ext.105	Sanction order
Ext.105/1	Signature of P.W.20
Ext.106	Seizure list.
Ext.106/1	Signature of P.W.21
Ext.107	Policy docket.
Ext.108	Seizure list
Ext.108/1	Signature of P.W.22
Ext.109	Policy documents
Ext.110	Seizure list.
Ext.110/1	Signature of P.W.23
Ext.111	Policy docket no.590770961
Ext.112	Policy docket no. 590323308
Ext.113	Policy docket no. 590365977
Ext.114	Seizure list.
Ext.114/1	Signature of P.W.24
Ext.115	Policy docket no.590222417

Ext.116	Policy docket no. 590322480
Ext.73/1, 74/1, 78/1, 79/1, 81/1, 82/1, 83/1, 87/1, 88/1, 90/1, 91/1.	Signature of the accused
Ext.73/2, 79/2, 81/2, 82/2, 83/2, 87/2, 88/2, 90/2, 91/2	Signature of the accused on the reverse side of vouchers.
Ext.117	Letter of B.M. LIC of India, Titilagarh Branch.
Ext.117/1	Signature of P.W.26
Ext.117/2	Certified copy of Transfer voucher in respect of P.No.590770961.
Ext.7/305	Signature of the accused.
Ext.7/306	Signature of P.W.27.
Ext.7/307	Endorsement with signature of the name of one Santoshini Mohapatra written by the accused.
Ext.7/308 to 7/311	Signature of P.W.29.
Ext.7/312 to 7/315	Signature of the accused.
Ext.118	Opinion report of P.W.30
Ext.118/1	Signature of P.W.30 on Ext.118.
Ext.118/2	Signature of S.C.Gutpa.
Ext.119.	Relevant forwarding report.
Ext.119/1	Signature of M.N.Sharma.
Ext.120	Relevant document bears the reasons in support of examination.
Ext.120/1	Signature of P.W.30 on Ext.120.
Ext.1/2, 2/2, 14/2, 16/2,17/2, 106/2, 31/2, 42/2, 108/2, 114/2, 110/2,	Signature of P.W.31.
Ext.121	Seizure list.
Ext.121/1	Signature of P.W.31.
Ext.122	Seizure list.
Ext.122/1	Signature of P.W.31.
Ext.123	Seizure list.
Ext.123/1	Signature of P.W.31.
Ext.124.	Seizure list.
Ext.124/1	Signature of P.W.31.
Ext.125 to Ext.128	Policy dockets.
Ext.129 to 131	Vouchers
Ext.132	Letter dated 10.11.2005 of B.M. LIC Bolangir.
Ext.133 and 134	Two letters of K.C.Manjhi ,A.O.LIC Bolangir.
Ext.135	Letter dated 16.8.2005 of BM LIC Titilagarh Branch.

Ext.136	Letter dt.29.11.05 of Manager, Andhra Bank, Bolangir.
Ext.137	Letter dated 22.8.05 of Manager, Andhra Bank, Bolangir.
Ext.97/2 to 104/2	Signature of P.W.31.

**LIST OF DOCUMENTS ADMITTED BY THE DEFENCE**

NIL.

Special Judge, C.B.I., Court No.I,  
Bhubaneswar.