

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. 22 of 2006
Arising out of R.C. Case No. 11(A)/2005.

Date of Argument : 13.6.2014.

Date of Judgment : 19.6.2014.

REPUBLIC OF INDIA.

Versus.

1. Sh. Subash Chandra Chhatra, s/o. Late Bira Chhatra, Vill.Anada Nagar, near Rajendra College Square, Bolangir Town, P.S. Bolangir, Dist.Bolangir.
2. Sh. Krupasindhu Mishra, s/o. Arjuna Prasad Mishra, Vill. Sagar Para, Near Mahajan Temple, P.S. Bolangir, Dist. Bloangir.

... Accused Persons.

For the Prosecution :Sri I.K.Chandra, P.P.C.B.I.
For the Accused No.1. :Sri K.Parida, Adv.
For the Accused No.2. :Sri G.Acharya, Adv.

J U D G M E N T

The accused stand charged U/Ss.120-B IPC, 420 IPC, and U/S.13 (1) (d) read with Section 13(2) of the P.C.Act, 1988. They pleaded not guilty to the charges and claimed to be tried.

2. The factual matrix of the prosecution case is as follows: The accused Subash Chandra Chhatra was working as L.I.C. Assistant, LIC of India, Bolangir Branch while the accused Krupasindhu Mishra was working as Higher Grade Assistant in the same branch during the year 1997 to 2000. One Endowment policy No 590326325 was opened in the name of one Bishnu Charan Moharana on 5.1.96 with maturity date on 5.1.2026. Though there is no provision for payment to the policy holders before maturity of the endowment policy or earlier in the case of death of policy holder, payment of Rs.90,000/- has been made in the name of the policy holder on three occasions under Cheque No.804134 dated

12.2.2000 of Rs.30,000/-, Cheque No.617896 dated 7.1.2000 for Rs.30,000/- and Cheque No. 533131 dated 22.3.2000 for Rs.30,000/- and those cheques were credited to the account of Sri Bishnu Charan Moharana. One voucher No.3541 dated 20.3.2000 prepared by the accused Subash Ch. Chhatria and checked by the accused Krupasindhu Mishra was recovered and found that the accused Subash Chandra Chhatria has falsely identified the policy holder on the said voucher and the cheque No.533131 dated 20.3.2000 amounting to Rs.30,000/- was released in the name of the policy holder and the amount has been credited to a fake S.B. Account No.6768 of Agricultural Development Bank, SBI , Bolangir in the name of the said policy holder on 11.1.2000, as the photograph affixed in the said account along with the signature & address of the policy holder have been forged. It is further case of the prosecution that one money back policy No. 590344620 was opened in the name of one Meghraj Meher of Chandan Bhati on 28.2.1992 with maturity date on 28.2.2009 in which the policy holder is liable to get survival benefits after the expiry of each four yearly survival period. According to the prosecution six payments have been made in respect of this money back policy, but two vouchers No.1286 dated 14.9.98 of Rs.30,000/- and No.2755 dated 1.3.1999 of Rs.30,000/- were prepared by the accused Subash Chandra Chhatria and checked by the accused K.S.Mishra. The cheque bearing No. 052605 dated 18.9.98 for Rs.30,000/- and the cheque No.055322 dated 4.3.99 for Rs.30,000/- which were generated out of the above two vouchers, have been credited to the S.B.A/C No. 8183 of U.Co.Bank, Bolangir standing in the name of the policy holder. But the said S.B. Account was a fake one, as the photograph affixed in the said S.B. account as well as the signature and address appearing on the above account was not of the policy holder. It is the specific case of the prosecution that the signature of the accused Subash Chandra Chhatria along with the signature of fake account holder was found on the withdrawal slip

dated 29.4.1988 of Rs.25,000/-. Prosecution case further reveals that one money back policy bearing No.590323435 was opened on 28.2.92 under Salary Saving Scheme in the name of Jadumani Nayak, APHC Bhim Tikra having assured sum of Rs.1,00,000/- but it lapsed due to non-payment of premium since 28.3.92. However, twelve cheques each of Rs.25,000/- were prepared in the name of the Policy holder of the aforementioned money back policy, out of which five payment vouchers dated 8.7.97, 16.9.97, 24.12.97, 22.4.99 and 16.12.99 of Rs.1,25,000/- were prepared by the accused Subash Chandra Chhatria and were checked by the accused Krupasindhu Mishra. The aforesaid amounts were credited to the S.B. Account No. SB-AG-59 of Andhra Bank, Bolangir which was opened on 18.3.97 in the name of one Jadumani Nayak in which the accused Subash Chandra Chhatria was the introducer for the said account holder. The accused Subash Ch. Chhatria deposited one of the LIC cheques No.056985 dated 30.4.99 of Rs.25,000/- in the aforesaid account as per deposit slip dated 30.4.99. No less specific is the prosecution that the accused Subash Ch. Chhatria managed to get the pass port size photograph of one Gokulananda Chhatria on the pretext of providing a job to him in LIC and used it in the three fake S.B. accounts in the aforesaid banks in the names of the three policy holders. Thus both the accused persons by entering into criminal conspiracy with each other cheated the L.I.C. of India, Bolangir Branch to the tune of Rs.2,15,000/- and by abusing their official position as a public servant caused wrongful loss to the LIC of India and wrongful gain to them. On completion of usual investigation, the Investigating Officer of C.B.I submitted charge sheet against both the accused persons resulting in the present case.

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

4. Points for determination are:
- i. Whether the accused Subash Chandra Chhatria and Krupasindhu Mishra had been working as Assistant LIC and HGA LIC Bolangir Branch respectively during the period from 1997 to 2000 and had entered into a criminal conspiracy with each other and dishonestly cheated the LIC of India, Bolangir Branch to the tune of Rs.2,15,000/- by preparing and checking eight numbers of fraudulent payment vouchers in three policies bearing Endowment Policy No. 590326325 of B.C.Moharana, money back policy No.590344620 of Megharaj Mehera and Policy No.590323435 of Jadumani Nayak.
 - ii. Whether the accused persons during the aforesaid period being public servants working in the aforesaid capacity in LIC of India, Bolangir Branch by corrupt or illegal means or otherwise abusing their position as such public servants obtained pecuniary advantage to the tune of Rs.2,15,000/- for themselves by preparing and checking fraudulent payment vouchers in the above three policies 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 no evidence in substantiation of its plea.
6. The pivotal point for determination is whether the accused Subash Ch.Chhatria and Krupasindhu Mishra in conspiracy with each other have prepared and checked 08 (eight) fraudulent payment vouchers in one endowment policy no. 590326325 in the name of Bishnu Charan Moharana, one money back policy

No.590344620 in the name of Meghraj Meher and another money back policy no.590323435 under salary saving scheme in the name of Jadumani Naik and cheated the L.I.C of India, Bolangir Branch to the tune of Rs.2,15,000/-. The learned defence counsels while assailing the sustainability of the prosecution case strenuously contends that in view of discrepancy with regard to the defrauded amount between the F.I.R lodged by Pranab Mohanty, S.P. C.B.I. Bhubaneswar as contained in Ext.131 Bikash Kumar Pattanaik, S.I. of Police, C.B.I. Bhubaneswar (informant) as contained in Ext.132, in the charge sheet, in the charge and in the sanction order given by the sanctioning authority as contained in Ext.124, the evidence is not worthy of credence. It has been pointed out that whereas the FIR lodged by Pranab Mohanty, S.P. C.B.I. Bhubaneswar reveals the defrauded amount as Rs.3,60,000/- Bikash Kumar Pattanaik, S.I. of Police, C.B.I. Bhubaneswar who is the informant has deposed that the defrauded amount is Rs.3,15,000/-, the charge sheet reveals the amount as Rs.2,15,000/-, according to the charge the amount is Rs.2,15,000/- and the sanction order given by the sanctioning authority shows that the amount is Rs.2,55,000/-. True it is that there has been discrepancy and inconsistency with regard to the amount which is for the simple and obvious reason that the Investigating Officer in course of his investigation has been able to recover only 8 (eight) vouchers which were available and other vouchers could not be recovered as they were not available. The contention of the learned defence counsels that the prosecution has failed to prove the involvement of the cheques in the commission of the offence being wholly unsupported by material particulars carries no legal conviction. Their further contention that the prosecution has signally failed to get the signature of the accused Krupasindhu Mishra proved through Government Examiner of Questioned Documents is hardly of any consequence in as much as the defence has not disputed the signature of accused Subash Ch.Chhatria and Krupasindhu Mishra in the evidence for the

prosecution. Importantly, much less elicited, nothing has been suggested to any of the prosecution witnesses that the signatures of Krupasindhu Mishra and Subash Ch. Chhatria are forged and fake. Therefore, quite obviously the evidence and the report of Government Examiner of Questioned Documents P.W.29 as contained in Ext.126 and Ext.129 is of no avail to the prosecution. The plea taken by the accused in the statement u/s. 313 Cr.P.C that they have not put their signatures, is nothing short of an afterthought and figment of imagination to escape criminal liability. In other words, the signatures of the accused persons in the evidence have virtually remained unchallenged and undisputed.

7. One of the important witnesses for the prosecution Trilochan Samal, the then Administrative Officer of L.I.C of India, Balangir Branch appearing as P.W.1 has deposed that he has identified the handwritings and signatures of he accused Subash Ch.Chhatria and Krupasindhu Mishra. His evidence is that there is no provision of survival benefit in Endowment policy. He has proved Ext.1 which is the policy docket bearing Endowment policy No.590326325 in the name of Bishnu Charan Moharana. He has also proved the payment voucher No.3541 of Rs.30,000/- prepared by the accused Suhash Ch.Chhatria and checked by accused Krupasindhu Mishra under Ext.2. This witness has also proved the signature of Subash Ch. Chhatria which has been marked Ext.2/1 and the signature of accused Krupasindhu Mishra who checked the voucher has been marked Ext.2/2. It is the specific evidence of P.W.1 that in case of Money Back Policy payment is made after four years and in case of Money Back policy No.590344620 gives survival benefits after expiry of each four annual survival period i.e. 1.9.97, 1.9.2001, 1.9.2005 and 1.9.2009. P.W.1 has categorically testified that payment vouchers have been prepared by Subash Ch. Chhatria and checked by Krupasindhu Mishra. He has also proved the payment voucher No. 1116 of Rs.30, 000/- prepared by accused

Subash Ch. Chhatria and checked by accused Krupasindhu Mishra which has been marked as Ext.4. According to P.W.1, Ext.4/1 is the signature of Subash Ch.Chhatria and Ext.4/2 is the signature of Krupasindhu Mishra. His further assertion is that payment voucher No.1286 of Rs.30, 000/- was prepared by accused Subash Ch. Chhatria and checked by accused Krupasindhu Mishra which has been marked as Ext.5. He has proved the signature of the accused Subash Ch. Chhatria as Ext.5/1 and the signature of Krupasindhu Mishra as Ext.5/2. P.W.1 has also proved the voucher No.2755 of Rs.30,000/- which has been prepared by accused Subash Ch. Chhatria and checked by accused Krupasindhu Mishra has been marked as Ext.6. He has specifically claimed in his evidence that Ext.6/1 is the signature of accused Subash Ch. Chhatria and Ext.6/2 is the signature of accused Krupasindhu Mishra and policy docket of policy no.590323435 in the name of Jadumani Naik has been marked as Ext.7. According to P.W.1, Ext.8 is the payment voucher No.2326 of Rs.25,000/- which has been prepared by accused Subash Ch. Chhatria and checked by accused Krupasindhu Mishra, Ext.8/1 is the signature of accused Subash Ch. Chhatria and Ext.8/2 is the signature of accused Krupasindhu Mishra. His evidence further reveals that the payment voucher No.782 of Rs.25,000/- which has been prepared by accused Subash Ch. Chhatria and checked by accused Krupasindhu Mishra, has been marked Ext.9. According to P.W.1, Ext.9/1 is the signature of accused Subash Ch. Chhatria and Ext.9/2 is the signature of accused Krupasindhu Mishra. Defence cross- examination has brought out certain admissions in the evidence of P.W.1 which are too trivial to strain his credibility on material aspects of the case.

8. P.W.2 Ashok Kumar Beria, Higher Grade Assistant, L.I.C of India, Bolangir Branch has deposed that survival benefit is given in money back policy in an interval of 4 years and in the Endowment policy payment is made on death or on completion of

due date. The relevant money back policy proved by P.W.2 has been marked Ext.3. He has also proved the payment voucher of genuine payment which has been marked Ext.4. P.W.2 has specifically alleged in his evidence that illegal payments have been made through payment vouchers which have been marked Ext.5 and Ext.6. P.W.3 Sarat Chandra Kanhar, Assistant Manager, Andhra Bank, Bolangir has deposed that the account opening form in the name of Jadumani Naik, which has been introduced by the accused Subash Ch. Chhatria has been proved as Ext.10. P.W.3 has also proved the signature of Subash Ch. Chhatria which has been marked Ext.10/1. This witness has also proved the pay-in-slip under Ext.11 in the name of Jadumani Naik filed by accused Subash Ch. Chhatria through which cheque No.156985 of Rs.25,000/- was deposited . He has also proved the relevant cheque which has been marked Ext.12 and withdrawal slips have been proved as Ext.13 to Ext.17. P.W.4 Sadananda Hota, Higher Grade Assistant LIC, Bolangir branch has deposed that Ext.1 bearing the policy docket no. 590326325 in the name of Bishnu Charan Moharana, is an Endowment policy. The relevant proposal form has been marked as Ext.18. P.W.4 has categorically deposed that in the endowment policy, the payment is made on death or on the date of maturity and there is no provision of survival benefit within the LIC period. Dola Govinda Panda, Administrative Officer of the L.I.C of India, Bolangir branch appearing as P.W.5 has testified that the specimen signatures and handwritings of the accused Subash Ch. Chhatria have been taken by the C.B.I. in his presence. He has proved the specimen handwritings and signatures of accused Subash Ch.Chhatria which have been marked as Ext.22 to Ext.22/11. It is the testimony of P.W.5 that he has signed on all the papers vide Ext.22/12 to Ext.22/23. P.W.5 has also claimed in his evidence that specimen signatures of accused Subash Ch.Chhatria have been taken separately on 8 (eight) sheets which have been proved and marked as Ext.23 to Ext.23/7. According to P.W.5, Ex.23/8 to

Ext.23/15 are his signatures. His further evidence is that the specimen signatures of accused Krupasindhu Mishra were also taken in his presence in six pages vide Ext.24 to Ext.24/5. His evidence reveals that Ext.24/6 to Ext.24/11 are his signatures.

9. P.W.6 Rabinarayan Pujari, Branch Manager, LIC of India, Bolangir branch has proved the policy bond i.e endowment policy No.590326325 in the name of Bishnu Charan Moharana which has been marked Ext.25. His specific evidence is that Ext.2 is the voucher prepared by accused Subash Ch. Chhatria and checked by accused Krupasindhu Mishra and Ext.27 is the cheque of Rs.30,000/-. According to P.W.6, Ext.30 is the money back policy bearing no.590344620 in the name of Meghraj Meher. It appears from the evidence of P.W.6 that Ext.4 is the cheque through which first instalment of survival benefit has been given and Ext.5 and Ext.6 are the vouchers prepared by accused Subash Ch.Chhatria and checked by accused Krupasindhu Mishra. He has specifically deposed that Ext.9, Ext.8, Ext.32, Ext.33 and Ext.4 are the payment vouchers in respect of money back policy No. 590323435 in the name of Jadumani Naik which was a dead policy due to non-payment of the premium. The proposal form of Meghraj Meher contained in Ext.36, the medical report contained in Ext.36/1, confidential report contained in Ext.36/2, the review slip contained in Ext.36/3, vouchers contained in Ext.5 and Ext.6, proposal form of B.C.Moharana contained in Ext.18, confidential report contained in Ext.18/1, review slip contained in Ext.19 and the policy bond contained in Ext.25 have been proved by P.W.8 Gouri Sankar Mahalinga, Higher Grade Assistant, LIC of India, Bolangir Branch. P.W.9 Surendra Behera Branch Manager, LIC Bolangir Branch while testifying about the endowment policy and money back policy has specifically alleged in his evidence that Rs.30,000/- has been illegally paid in the endowment policy and in the money back policy of Megharaj Meher. P.W.10 P.K.Chand, working as the Asst. Manager,

U.Co. Bank, Bolangir branch for the period from March, 1995 to August, 2000 and P.W.11 Lalit Kumar Babu, working as Manager, U.Co. Bank, Bolangir branch for the period from Nov., 1996 to May, 1999 while deposing about opening of account have proved the account opening form of account No.8183 in the name of Megharaj Meher which has been marked Ext.38. According to P.W.10 and P.W.1, Ext.39, Ext.40 and Ext.41 are the withdrawal slips through which Subash Ch. Chhatria has received payments. P.W.12 Dr. Ashok Kumar Acharya, Medical Officer has deposed that he has attested the voter identity card and driving licence of Bishnu Ch. Moharana. He has proved the copy of voter identity card which has been marked Ext.43 and the driving licence which has been marked Ext.44. P.W.14 Raj Kishore Das has testified regarding procedure of opening of policy in the L.I.C and the procedure of payment made in the money back policy and in the endowment policy.

10. Yet another important witness is P.W.18 Bishnu Charan Moharana. The evidence of this material witness is that he had one endowment policy in his name in the L.I.C. of India, Bolangir branch which was for 30 years but he had not received any survival benefits. It is the clear testimony of P.W.18 that he has no account in A.D.B. S.B.I. Bolangir branch. The proposal form of endowment policy has been marked Ext.18. It is manifest from the evidence of P.W.19 Prasanna Kumar Mishra, Branch Manager, Andhra Bank that he has supplied documents during investigation. According to P.W.19, statement account in respect of S.B. A/c No. AG-59 has been marked as Ext.77 and cheques of Rs.25,000/- each have been marked as Ext.78 to Ext.88. P.W.19 has also deposed that Ext.10 is the account opening form and specimen signature card. P.W.20 Bipin Bihari Das, Branch Manager, Agricultural Development Branch, Bolangir Branch has deposed about opening of account in the name of B.C. Moharana. He has proved the account opening

form-cum- specimen signature card which has been marked Ext.19 and Ext.27 to Ext.29 are the cheques. His further evidence is that Ext.93, Ext.94 and Ext.95 are the pay in-slips through which cheques are deposited and Ext.96 to Ext.100 are the withdrawal slips. P.W.22 Binod Kumar Pattanaik, Sr. Branch Manager, Andhra Bank, Bolangir branch has specifically deposed that an account in the name of Jadumani Naik has been opened in Andhra Bank as contained in Ext.10. P.W.23 Gokula Nanda Chhatria has specifically alleged in his evidence that he had furnished his photographs to Subash Ch. Chhatria for his employment in L.I.C. but the accused Subash Ch. Chhatria has misused his photographs on bank accounts. His clear evidence in this connection is that he has no account in any bank. P.W.23 has explained in his evidence that the photographs affixed on Ext.38, Ext.89 and Ext.10 are of his own but he had never gone to the said Banks. P.W.27 Dr. Jadumani Nayak, Asst. Surgeon has proved his LIC which has been marked Ext.119. His specific evidence is that there is no continuity of policy due to non-payment of premium and that he had not received any amount from the above policy and has not opened any pass book in any bank.

11. It is more than apparent from the evidence on record that before the date of maturity, three cheques each of Rs.30,000/- have been issued fraudulently through payment vouchers and during investigation one payment voucher prepared by accused Subash Ch. Chhatria and checked by accused Krupasindhu Mishra was recovered. The payment voucher has been marked Ext.2 and has been proved by P.W.1, P.W.2, P.W.4, P.W.5, P.W.6, P.W.7, P.W.8 and P.W.9. It also appears from the evidence that on the strength of above voucher, cheque No. 533131 dated 20.3.2000 of Rs.30, 000/- was released in the name of policy holder which has been proved and marked as Ext.27. The other cheques have been proved by P.W.1, P.W.2, P.W.4 to P.W.9 as Ext.28 and Ext.29. One of the

important allegations which has been proved by the prosecution is that the cheque amount was deposited in the fake S.B account No. 6768 at A.D.B. S.B.I Bolangir branch P.W.20 has proved the relevant documents as contained in Ext.89, Ext.90, Ext.91, Ext.93 to Ext.100. It is also evident that the account opened in the name of Bishnu Ch. Moharana bears the photograph of one Gokula Nanda Chhatria and the relevant document has been marked Ext.89. As already pointed out P.W.18 Bishnu Ch. Moharana has deposed that the photograph is not of his own and the photograph in voter identity card and driving licence of Bishnu Ch. Moharana contained in Ext.43, Ext.44 and Ext.45 do not tally with the photograph affixed on the bank documents. It is, therefore, amply clear that in the endowment policy No. 590326325 payment was made before the date of maturity through fake vouchers prepared by accused Subash Ch.Chhatria and checked by accused Krupasindhu Mishra by opening fake account in the A.D.B. S.B.I. Bolangir Branch and the amount in cheques issued was credited and withdrawn.

12. There is no denying the fact that the money back policy No.590344620 is in the name of Meghraj Meher with maturity date on 28.2.2009. The relevant documents in this connection have been proved as Ext.30, Ext.30/3, Ext.36, Ext.36/1, Ext.36/2, Ext.36/3 and Ext.109. It is obvious that under this policy, the policy holder is entitled to get survival benefit after expiry of each four years survival period i.e. 1.9.97, .9.200, 1.9.2005 and 1.9.2009. P.W.1 , P.W.2, P.W.4, P.W.6, P.W.7, P.W.8 and P.W.9 have proved the above fact. What cannot be lost sight of is that six fraudulent payments were made in this policy through vouchers which were prepared by accused Subash Ch. Chhatria and checked by accused Krupasindhu Mishra under Ext.4, Ext.5 and Ext.6 as proved by P.W.1, P.W.2, P.W.4, P.W.6, P.W.7, P.W.8 and P.W.9. All the more important in this connection is the fact that cheques have been issued under Ext.103, Ext.104, Ext.105 and Ext.106 against the vouchers. It is

abundantly clear that the cheques were deposited in the fake S.B account No. 8183 opened at U.Co.Bank, Bolangir in the name of Meghraj Meher and the account opening form bears the photograph of one Gokul Nanda Chhatria. P.W.10,P.W.11, P.W.13 and P.W.25 have proved the relevant documents which have been marked Ext.38 to Ext.42. It is categorical evidence of P.W.25 Meghraj Meher that he has not received any amount in respect of his policy and the photograph affixed in the bank account is not of his own. Consequently the cheque amount was credited to fake account and the amount has been withdrawn.

13. It is significant to note that the money back policy no.590323435 was opened on 28.2.1992 under salary saving scheme in the name of Jadumani Nayak but the policy had lapsed since 28.3.92. The relevant documents have been marked Ext.119, Ext.31 and Ext.07. No less apparent is the fact that 12 fraudulent cheques each of Rs.25,000/- were issued in the name of Policy holder through payment vouchers which have been prepared by accused Subash Ch. Chhatria and checked by Krupasindhu Mishra under Ext.8, Ext.9, Ext.32, Ext.33, Ext.34 and proved by P.W.1, P.W.2, P.W.4, P.W.6 to P.W.9. The cheques issued on the basis of the vouchers are Ext.12, Ext.78 to Ext.88. It appears from the evidence on record that the amount of cheques was credited to the fake S.B account opened in Andhra Bank, Bolangir branch and the relevant documents have been marked Ext.77 and Ext.10. P.W.3 and P.W.19 have proved the relevant documents Ext.11 to Ext.11/11 and Ext.13 to Ext.17. The evidence of the witnesses for the prosecution amply proves that Policy No.590323435 had lapsed since 28.3.92 due to non-payment of premium, but the accused persons have prepared the fake vouchers on the basis of which cheques were issued and the amount of the cheques was credited to the fake account and was withdrawn. It is, therefore, abundantly clear that the accused Subash Ch.Chhatria and Krupasindhu Mishra have prepared the

payment vouchers in respect of the above three policies on the basis of which payment vouchers and cheques were issued and were deposited in the fake account opened in A.D.B. S.B.I., Andhra Bank and U.Co.Bank and the amount was withdrawn. This is the whole evidence of the prosecution against the accused.

14. Much has been sought to be made of admission of the Investigating Officer D.P.Tripathy P.W.31 that without the signature of the passing officer on the voucher no payment can be made. His further admission is that he has no knowledge which section or department generates the mode, date and amount for payment of maturity policy and he has not seized the docket movement register from the LIC Office, Bolangir branch. His admission further reveals that he has no knowledge as to who was the head of the claims department of LIC of India, Bolangir branch. It is the specific admission of P.W.31 that he has no knowledge whether claims department has made any requisition for collection of these three dockets from the record room. According to P.W.31 Investigating Officer, the Assistant Administrative Officer Trilochan Samal had passed vouchers prepared and checked by the accused persons. His further admission is that no payment can be made without the signature of the passing officer. He has fairly conceded that he has not specifically mentioned in the charge sheet that the Asst. Administrative Officer, Trilochan Samal has committed dereliction of duty for which action should be taken against him. He has also denied his knowledge in the cross- examination that as to how the policy dockets and vouchers were transferred to Finance department from the claims department. It is also the admission of P.W.31 that he has no knowledge in which capacity three officers other than Subash Ch.Chhatria, Krupasindhu Mishra and Trilochan Samal, signed on each vouchers. It is the final admission of the Investigating officer that he has no knowledge whether the cheques were prepared by the Finance Department of L.I.C of India, Bolangir

branch. The admissions relied on by the defence are too trivial to affect the essential credibility of the prosecution case. In fact, the I.O has successfully stood the test of cross- examination. Nothing substantial has been brought out in cross- examination of P.W.31 to discredit his evidence on material aspects of the case. His evidence appears to be quite clear, consistent, convincing, credible and above reproach. I, therefore, find no cogent reason or ground to doubt the veracity of the Investigating officer P.W.31.

15. It is important to note that endowment policy No. 590326325 was opened in the name of Bishnu Charan Moharana on 5.1.1996 with maturity dated on 5.1.2006. In the endowment policy maturity payment can be made only on the date of maturity or earlier if the policy holder dies which has been proved by P.W.1, P.W.2, P.W.4 and P.W.6 to P.W.9. But the accused persons in conspiracy with each other have issued three cheques of Rs.30,000/- each fraudulently through payment vouchers. The unimpeached evidence is that the payment vouchers were prepared by accused Subash Ch. Chhatria and checked by accused Krupasindhu Mishra. On the strength of above vouchers, cheque no. 533131 dated 20.3.2000 of Rs.30,000/- was released in the name of the policy holder under Ext.27. The other cheques as contained in Ext.28 and Ext.29 have been proved by P.W.1, P.W.2, P.W.4 and P.W.6 to P.W.9. The accused persons opened a fake S.B. Account No.6768 at Agricultural Development Bank, SBI, Bolangir Branch and deposited the cheque amount under the relevant documents as contained in Ext.89 to Ext.91 and Ext.93 to Ext.100 which have been proved by P.W.20. It is, therefore, manifestly obvious that payment in the endowment policy No. 590326325 contained in Ext.1 was made before maturity period through fake vouchers prepared by accused Subash Ch.Chhatria and checked by accused Krupasindhu Mishra. What is all the more conspicuous that the accused persons after opening an account in A.D.B. S.B.I. Bolangir

branch credited the amount of cheques and subsequently withdrawn it. The very fact that the amount has been withdrawn before the date of maturity unmistakably leads to the only conclusion that the accused persons have misappropriated the policy amount.

16. It is worthwhile to note that money back policy no. 590344620 contained in Ext.3 stands in the name of Meghraj Meher with maturity date on 28.2.2009. According to L.I.C norms and rules, the policy holder is entitled to get survival benefit after expiry of each four years of survival period i.e. 1.9.1997, 1.9.2001, 1.9.2005 and 1.9.2009 which has been proved by P.W.1, P.W.2, P.W.4 and P.W.6 to P.W.9. But six payments have been made fraudulently in the above policy through payment vouchers prepared by the accused Subash Ch.Chhatra and checked by the accused Krupasindhu Mishra under Ext.4, Ext.5 and Ext.6. It is the further evidence of the prosecution witnesses that cheques were issued under Ext.103, Ext.104, Ext.105 and Ext.106 against the payment vouchers. The prosecution witnesses have specifically alleged in their evidence that the accused persons opened a fake S.B. account No.8183 at U.Co. Bank, Bolangir branch in the name of Meghraj Meher and the account opening form contains the photograph of one Gokulananda Chhatra. The relevant documents contained in Ext.38, Ext.39, Ext.40, Ext.41 and Ext.42 have been proved by P.W.10, P.W.11 and P.W.13. P.W.25 Meghraj Meher has specifically alleged in his evidence that he has not received any amount and the photograph affixed on the bank document is not of his own. It is, therefore, abundantly clear that the accused persons have made payment before expiry of period of four years and credited the amount to the fake account and subsequently withdrawn it. It appears from the evidence that the money back policy no.590323435 was opened on 28.2.1992 under salary saving scheme in the name of Jaduman Nayak who could not pay the premium for which the policy had lapsed since 28.3.1992. The

relevant documents have been marked as Ext.119, Ext.31 and Ext.07. It is also the specific allegation in the evidence of prosecution witness that 12 (twelve) fraudulent cheques of Rs.25,000/- each was issued in the name of policy holder through payment vouchers which were prepared by Subash Ch. Chhatria and checked by accused Krupasindhu Mishra under Ext.8, Ext.9, Ext.32, Ext.33 and Ext.34 and have been proved by P.W.1, P.W.2, P.W.4 and P.W.6 to P.W.9 and on the basis of payment vouchers cheques were issued under Ext.12 and Ext.78 to Ext.88. No less specific is the allegation that the accused Subash Ch. Chhatria and Krupasindhu Mishra opened a fake S.B. account in Andhra Bank, Bolangir Branch and credited the amount of the cheques to that account. The relevant documents have been marked as Ext.77 and Ext.10. The accused have withdrawn the amount under Ext.11 to Ext.11/11, Ext.13 to Ext.17. It goes without saying that Policy No. 590323435 has lapsed since 28.3.1992 due to non-payment of premium, but the accused persons have prepared fake vouchers on the basis of which cheques were issued and they have credited the amount of cheques to the fake account and withdrawn it subsequently. Fact remains that P.W.1 Head of the claims department of LIC, Bolangir branch has passed the payment vouchers. It is significant to note that in normal course of banking transaction and business when a voucher is prepared and checked by the concerned officers, the passing officer hardly gets any time to check and verify all the payment vouchers and cheques in greater details. The contention of the learned defence counsel in this regard hardly carries any legal conviction in as much as the passing officer P.W.1 has passed the relevant payment vouchers and cheques on good faith. This is a circumstance of real consequence which weighs heavily against the defence. The criminal liability of the accused cannot be allowed to be jettisoned merely because the payment vouchers and cheques in Policy No. 590326325, 590344620 and 590323435 have inadvertently

escaped the notice and attention of the passing officer P.W.1 in the rush of business transaction. The prosecution witnesses have been given certain suggestions which have been denied. It is well settled in law that suggestions however strong cannot take the place of proof. Nothing substantial has been brought out in cross-examination of prosecution witnesses to discredit their evidence on material aspects of the case. They have successfully stood the test of cross-examination. Their evidence appears to be quite clear, consistent, convincing, credible and above reproach. I, therefore, find no cogent reason or ground to doubt their veracity. In effect, their evidence has virtually remained unimpeached and unblemished. I, therefore, find no force in the contentions advanced by the learned counsels for the defence.

17. The most discernible feature writ large in the whole defence case is that it has signally failed to demolish the allegations in the prosecution evidence that the accused Subash Ch. Chhatria and Krupasindhu Mishra have prepared and checked the payment vouchers. In fact, much less any attempt, there has not been even a semblance of it in this regard to discredit the most serious allegation in the evidence. In effect, the defence has allowed the prosecution to gain ground in this regard with all conviction at its disposal. The learned counsel for the accused Subash Ch.Chhatria submits that he should be exonerated since the prosecution evidence has squarely failed to establish the involvement of the accused in so far as the bank accounts and transactions are concerned. On the face of overwhelming and unimpeached evidence regarding the complicity of the accused in the bank accounts and transactions the above contention is not only legally untenable, but also factually misconceived being far removed from truth. The learned defence counsel has sought to discredit the prosecution evidence relying on certain admissions in the cross-examination of P.W.29 who is the Government Examiner of

Questioned Documents. Her admission is that the questioned documents have not been received, opened and collected in her presence and the documents in Ext.125 at Sl.No.6 and 7 have not been sent to the Superintendent of Police, C.B.I. Bhubaneswar. P.W.29 has fairly conceded a defence suggestion that she has not mentioned in her report about the comparison between the disputed writings with the admitted writings. Her admission further reveals that the specimen and admitted signatures or writings of all the signatories on disputed documents at Sl.No.6 and 7 were not sent to her for comparison. No less candid is her admission that she has not given her opinion on the document at Sl.No.6 and 7 on Ex.125 and none of the exhibited documents bear her signature. She has also admitted that Ext.125 and Ext.128 do not bear her name. P.W.29 has also conceded a defence suggestion that she has not mentioned in Ext.126 and Ext.129 that her opinion is based on certain reasonings. It has already been pointed out how, why and under what circumstance the evidence of P.W.29 and her opinion as contained in Ext.126 and Ext.129 carries no legal conviction. I, therefore, find no force in contentions advanced by the learned counsel for the accused Subash Ch. Chhatria. Therefore, quite obviously these admissions are too trivial to strain the essential credibility of the prosecution evidence.

18. The defence has also sought to falsify the prosecution case on the ground of certain admissions appearing in the evidence of Investigating Officer P.W.31. He has admitted in his cross-examination that he has not collected the specimen writings and initials of all the officials of Bank and L.I.C. of India, Bolangir branch involved in the transactions. His further admission is that he has not filed any document other than those which have been filed along with the charge sheet. P.W.31 has also deposed in the cross-examination that he has not taken permission of the court when he sent the requisition to Government Examiner of Questioned

Documents for the second time and has also not taken permission of the court to file the above documents. P.W.31 has conceded a defence suggestion that the signatures, handwritings and initials of the accused persons were available in their office and that he has collected the signatures, handwritings and specimen signatures not in presence of any Executive Magistrate. His further admission is that he has not seized the docket movement register from the office of the L.I.C of India, Bolangir branch for which he has no knowledge who was the Head of the Claims Department of LIC office, Bolangir. The criticism of the learned defence counsel for the accused is that the investigation is incomplete, motivated and biased. It has been pointed out by he learned defence counsel that the allegations against the accused are not sustainable on the ground that irregularities, fraud, misappropriation, if at all, found or detected the Branch Manager should have issued show cause notice to the concerned section/ department's head to explain and if not satisfied he should have sent explanation to the Divisional Office or Regional office for consideration and necessary action. It has been pointed out that any mistake detected in course of regular internal or external audit of the accounts, the Branch Manager is duty bound to explain to his authority and inform the higher authority for suitable action and fixing responsibility. His criticism, in substance, is that non-initiation of any disciplinary or departmental proceeding against the accused casts serious reflection on the bona fide of prosecution case. But what cannot be lost sight of in this connection is that failure on the part of departmental authority to initiate any action against the accused cannot be allowed to discredit the essential credibility of the whole prosecution evidence on the face of unimpeached substantive evidence against the accused. It cannot be said that merely because of the above admission the charges against the accused are legally unsustainable in as much as it is common legal proposition that the essential credibility of the evidence either for the prosecution or defence should not be

allowed to be discredited by such admissions on hypertechnical ground i.e. non-initiation of departmental or disciplinary action or proceedings. I, therefore, find no force in the contentions advanced by the learned counsel for the accused.

19. In ultimate appraisal of the totality of the evidence on record I am constrained to hold that prosecution has proved its case against the accused persons beyond all reasonable doubt. I, therefore, find the accused persons guilty for the offences under Sections 120 (B) IPC, 420 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 19th June, 2014.

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

S E N T E N C E

_____I heard the learned defence counsels as well as the learned Public Prosecutor on the point of sentence. The learned defence counsels submit that the convicts should be dealt with leniently in view of total absence of criminal antecedents or complaint and adverse report against them during their entire service career. The learned Public Prosecutor, on the other hand, urges that the convicts deserve exemplary and condign punishment as they have defalcated huge amount to the tune of Rs.2,15,000/-. Therefore, regard being had to the age of the convicts and other mitigating factors and extenuating circumstances, I am disposed to hold that the convicts should be dealt with leniently. Resultantly, the convicts are 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 120(B) 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 420 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 19th June, 2014.

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

LIST OF WITNESSES EXAMINED FOR THE PROSECUTION

P.W.1.	Trilochan Samal.
P.W.2.	Ashok Kumar Barik.
P.W.3.	Sarat Ch.Kanhar.
P.W.4.	Sradhananda Hota.
P.W.5.	Dola Govinda Panda.
P.W.6.	Rabi Narayan Pujari.
P.W.7.	Pravakar Swain.
P.W.8.	Gouri Sankar Mohalinga.
P.W.9.	Surendra Behera.
P.W.10.	P.K.Chand.
P.W.11.	Lalit Kumar Babu.
P.W.12.	Dr.Ashok Kumar Acharya.
P.W.13.	Jugal Kishore Nath.
P.W.14.	Raj Kishore Das.
P.W.15.	Bala Mukund Patel.
P.W.16.	Ganeswar Nanda.
P.W.17.	Prafulla Kumar Nanda
P.W.18.	Bighna Charan Behera.
P.W.19.	Prasanna Kumar Mishra.
P.W.20.	Bipin Bihari Das
P.W.21.	Narayan Nayak.
P.W.22.	Binod Kumar Pattanaik.
P.W.23.	Gokul Ananda Chhatria
P.W.24.	Kamal Kumar
P.W.25.	Megharaj Behera.
P.W.26.	Kishore Hanuman.
P.W.27.	Dr. Jadumani Nayak.
P.W.28.	Lalit Mohan Lohani
P.W.29.	Kamanbala Jena.
P.W.30.	Bikash Kumar Pathak.
P.W.31.	Durga Prasad Tripathy.

LIST OF WITNESSES EXAMINED FOR THE DEFENCE.

NIL.

LIST OF DOCUMENTS ADMITTED BY THE PROSECUTION.

Ext.1.	Policy docket.
Ext.1/1	Policy
Ext.2.	Payment voucher
Ext.2/1	Signature of S.C.Chhatria
Ext.2/2	Signature of K.Mishra.
Ext.3.	Policy
Ext.4	Payment voucher.

Ext.4/1	Signature of accused Subash Chhatria
Ext.4/2	Signature of accused K.Mishra.
Ext.5.	Payment voucher
Ext.5/1	Signature of accused Subash Chhatria
Ext.5/2	Signature of accused K.Mishra.
Ext.6.	Payment voucher.
Ext.6/1	Signature of accused Subash Chhatria
Ext.6/2.	Signature of accused K.Mishra.
Ext.7.	Policy.
Ext.8.	Payment voucher.
Ext.8/1.	Signature of accused Subash Chhatria
Ext.8/2.	Signature of accused K.Mishra.
Ext.9.	Payment voucher.
Ext.9/1	Signature of accused Subash Chhatria
Ext.9/2	Signature of accused K.Mishra.
Ext.10	Account opening form of J.Naik.
Ext.10/1	Signature of Chhatria
Ext.11.	Pay-in-slip
Ext.12	Cheque
Ext.13 to17	Withdrawal slip.
Ext.18	Proposal form
Ext.19	Review slip
Ext.20	Intimation slip
Ext.21	Forwarding letter
Ext.22 & 22/11	Handwriting and specimen signature of S.Ch.Chhatria
Ext.23 to 23/7	Do
Ext.24to24/5	Handwriting and specimen signature of K.S.Mishra.
Ext.22/12 to 22/23	Signatures of P.W.5.
Ext.23/8 to 23/15	Signatures of P.W.5
Ext.24/6 to 24/11	Signatures of P.W.5.
Ext.25.	C.Copy of policy bond
Ext.26	Duplicate policy.
Ext.2/3	Signature of B.C. Moharana.
Ext.20/1	Signature of S.C. Chhatria
Ext.27 to 29.	Cheques.
Ext.30	Policy.
Ext.9/3	Signature of accused
Ext.8/3.	Signature of accused.
Ext.31	Statement report
Ext.32	Payment voucher in Dead policy
Ext.32/1	Identification by accused
Ext.33	Payment against policy
Ext.33/1	Identification.
Ext.34	Payment voucher
Ext.34/1	Identification
Ext.32/2 to 34/2	Signature of accused K.Mishra.
Ext.35	Seizure list

Ext.35/1	Signature of P.W.7
Ext.36	Proposal form of M.Meher.
Ext.36/1	Medical report
Ext.36/2	Confidential report
Ext.36/3	Proposal review sheet
Ext.18/1	Confidential report
Ext.2/4to 5/3	Signature of accused S.Ch. Chhatria
Ext.37	Undertaking to deduct the premium amount by DDO
Ext.38	Account opening form
Ext.38/1	Signature of P.W.11
Ext.39	Withdrawal slip
Ext.39/1	Signature of P.W.10
Ext.40	Withdrawal slip
Ext.40/1	Signature of P.W.10
Ext.41	Withdrawal slip
Ext.41/1	Signature of P.W.10
Ext.42	Statement of account.
Ext.43	Attested copy of voter ID
Ext.43/1	Endorsement by P.W.12
Ext.44	Attested copy of driving licence
Ext.44/1	Endorsement by P.W.12
Ext.45	Paper containing attested signature of B.C.Moharana.
Ext.45/1	Signature of P.W.12
Ext.45/2	Signature of B.C.Moharana
Ext.46	Seizure list.
Ext.46/1	Signature of P.W.13
Ext.47	Seizure list
Ext.47/1.	Signature of P.W.13
Ext.48 to 60	Withdrawal slip
Ext.61 to 66	Pay in-slip
Ext.67	Account opening form.
Ext.68	Specimen signature of accused.
Ext.69	Statement of account.
Ext.70	Regd. Letter
Ext.70/1	Endorsement by PW.15
Ext.71	Regd. Letter.
Ext.71/1	Endorsement of P.W.16
Ext.72 to 74	AFM lists
Ext.18/1	Signature of P.W.18
Ext.75	Seizure list
Ext.75/1	Signature of P.W.18
Ext.76	Docket.
Ext.76/1	Signature of P.W.19
Ext.77	Copy of statement of accused
Ext.78 to 88	Cheques
Ext.89	Account opening form.
Ext.90	Specimen signature of accused

Ext.91	Pay in-slip
Ext.92	Seizure list
Ext.92/1	Signature of P.W.20
Ext.93 to 95	Pay in-slip
Ext.98 to 100	Withdrawal slip
Ext.101	Copy of attendance register
Ext.101/1	Attested by P.W.21
Ext.102	Seizure list
Ext.102/1	Signature of P.W.22
Ext.11/1 to 11/11	Pay in-slip
Ext.103 to 106	Cheques.
Ext.107	Specimen handwriting of PW.23.
Ext.108	Sanction order
Ext.108/1	Signature of P.W.24
Ext.36/4	Signature of P.W.25
Ext.109 and 110	Receipts
Ext.111	Seizure list
Ext.111/1	Signature of P..25
Ext.112	Attested copy of voter I.Card
Ext.113	Residential certificate
Ext.114	Photograph
Ext.115	Paper containing specimen signature of P.W.25.
Ext.116	Bank pass book
Ext.117	Copy of pass book of SBI ADB
Ext.118	Specimen signature of P.W.25
Ext.67/1	Signature of P.W.17
Ext.38/2	Photograph
Ext.38/3	Signature of P.W.26
Ext.119	LIC policy No.590323435
Ext.12-	Seizure list
Ext.120/1	Signature of P.W.27
Ext.121	Xerox copy of voter I.Card
Ext.122	Xerox copy of pan card
Ext.123	Specimen signature of P.W.27 (15 sheets)
Ext.124	Sanction order
Ext.124/1	Signature of P.W.28
Ext.125	Forwarding letter.
Ext.125/1	Signature of G.E.Q.D. M.N.Sharma
Ext.126	Opinion.
Ext.126/1	Specific opinion.
Ext.126/2	Signature of S.C.Gupta.
Ext.126/3.	Signature of P.W.29.
Ext.126/4	Forwarding letter.
Ex.126/5	Signature of M.N.Sharma
Ext.126/6	Case substracts
Ext.127	Opinion documents.
Ext.127/1	Signature of P.W.29.
Ext.128	Forwarding letter.
Ext.129	Relevant report

Ext.129/1	Opinion report.
Ext.129/2	Signature of Deputy GEQD.
Ext.129/3	Signature of P.W.29.
Ext.129/4	Forwarding letter.
Ext.129/5	Signature of V.G.P. Bhatnagar.
Ext.129/6.	Case abstracts
Ext. 130	Supplementary report.
Ext.130/1	Signature of P.W.29.
Ext.131.	FIR
Ext.131/1	Signature of P.W.30.
Ext.132	Formal F.I.R.
Ext.132/1	Signature of Pranab Mohanty, S.P.C.B.I.
Ext.132/2	Relevant information.
Ext.132/3	Signature of S.P.C.B.I.P.Mohanty.
Ext.35/2	Signature of P.W.30.
Ext.46/2.	Signature of P.W.30.
Ext.47/2.	Signature of P.W.30.
Ext.75/2	Signature of P.W.30.
Ext.76/2.	Signature of P.W.30.
Ext.92/2.	Signature of P.W.30.
Ext.102/2	Signature of P.W.30.
Ext.120/2	Signature of P.W.30.
Ext.111/2	Signature of P.W.30.
Ext.133	Seizure list.
Ext.133/1	Signature of P.W.30.
Ext.134	Seizure list.
Ext.134/1	Signature of P.W.30.
Ext.135.	Seizure list.
Ext.135/1	Signature of P.W.30.
Ext.136	Letter of Andhra Bank, Bolangir branch.
Ext.137.	Letter of Principal, VSS Medical College, Burla.
Ext.138.	Specimen signature card of Megharaj Mehera of U.Co.Bank.
Ext.139.	Specimen signatures and handwriting of Bishnu Charan Moharana.
Ext.139/1 to 139/7.	Signatures of P.W.30.
Ext.107/1 to 107/18.	Signatures of P.W.30.
Ext.123/1 to 123/50.	Signatures of P.W.30.
Ext.122/24 to 122/35	Signatures of P.W.30.
Ext.23/16 to 23/23.	Signatures of P.W.30.
Ext.24/12 to 24/16.	Signatures of P.W.30.
Ext.118/2 to 118/7	Signatures of P.W.30.
Ext.118/8 to 118/14	Signature of Damburudhar Thanapati.
Ext.125/1	Signature of P.W.30.
Ext.125/2	Signature of S.P.C.B.I. P.Mohanty.
Ext.128/1	Signature of P.W.30.
Ext.128/2	Signature of S.P.C.B.I.,P.Mohanty.

NIL.

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