

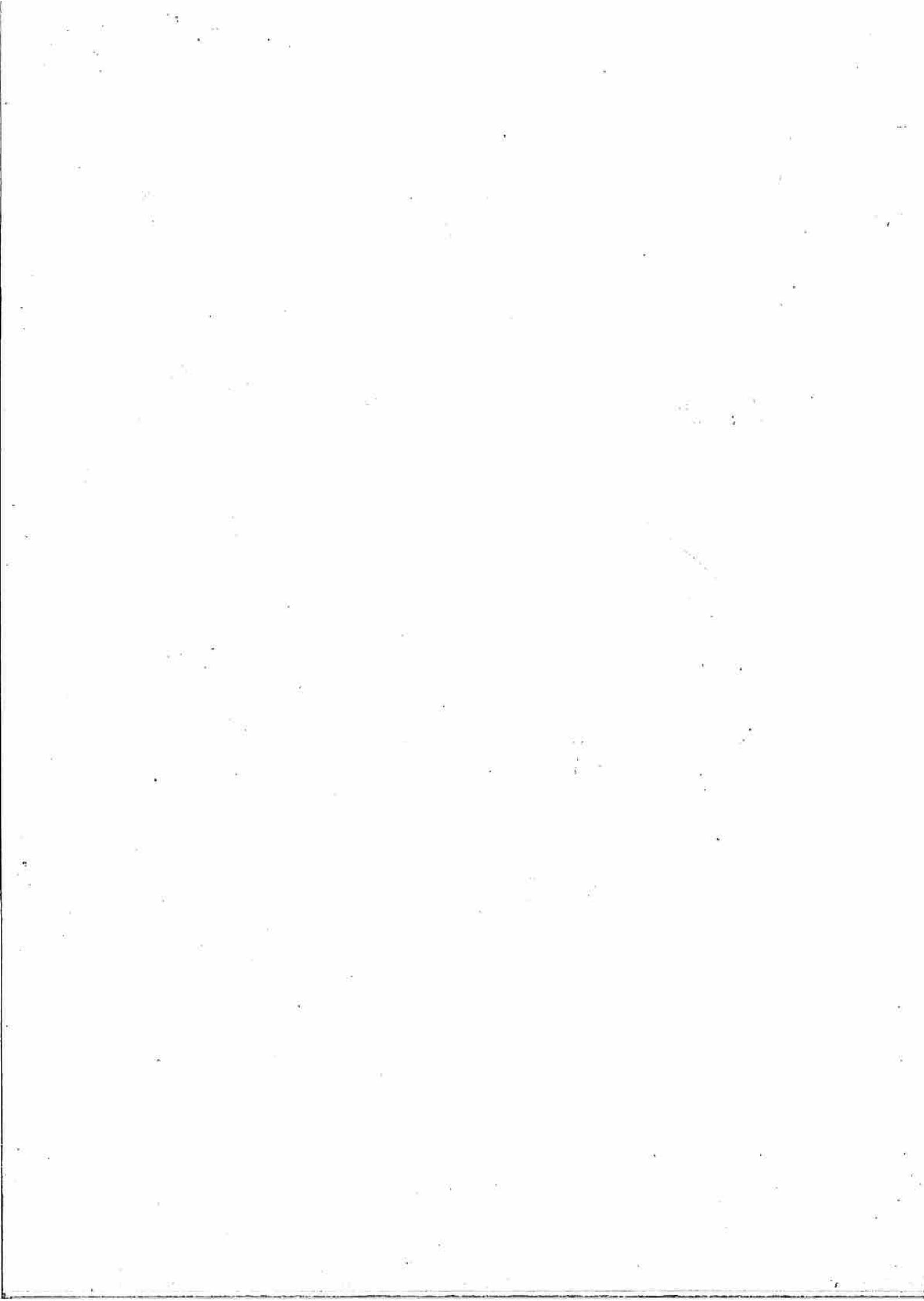
Vasachcha II

Spiral Binding 2 (of 2)

CC No. 100521 / 2003

FIR No. 274 / 2002

Pages . 317 to 906 English



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SURAT NAGR. SAHAKARI BANK LTD. HEAD OFFICE

01/04/2001 To 31/03/2002

GL 498 GOVERNMENT SECURITY INVESTMENT A/C.

Page 1 of 1

DATE	DEBIT	CR.	BALANCE	DAYS	PRODUCT
	Opening Balance....R/F				
		168526875.00	-168526875.00	87	14661830125.00
27/06/01	GOT-2012 SOLD	9775000.00			
	GOT-2013 SOLD 12.40	25000000.00			
	GOT-2000 SOLD 12.25	20000000.00			
	GOT-2008 SOLD 12.10	10000000.00			
	GOT-2020 10.70 PUR.	30000000.00			
	GOT-2015 10.47 PUR.	15000000.00			
	GOT-2014 10.50 PUR.	25000000.00	-173751875.00	166	23842911250.00
18/12/01	GOT 2015 10.47 SALE	7500000.00			
	GOT 2020 10.70 SALE	49520000.00			
	GOT 2009 7.00 PUR.	50000000.00			
	GOT 2010 7.50 PUR.	100000000.00	-199231875.00	73	14543926875.00
27/07/02	GOT 5.87 2017 186.50	150000000.00			
	GOT 2009 100.0 7.00	50000000.00			
	GOT 2010 102.25 7.50	150000000.00	-199231875.00	37	7371579375.00
18/03/02	GOT 2017 0.07 2017 HOME TRADE	150000000.00			
	INT. REV.	231675.00	-43000000.00	2	20000000.00
		538526875.00	489526875.00	365	65518155625.00
	Closing Balance	0.00	49000000.00		
		-168526875.00	538526875.00		
	Interest	0.00			

For SURAT NAGR. SAHAKARI BANK LTD.

Officer Incharge

2/8/02



Statement of Chandrakant Chunilal Shah

Date: 08/08/2002

My name is Chandrakant Chunilal Shah, aged 59 years, occupation: service, residing at 10/623, Ambaji Road, Hawadiya Chakla Road, Surat.

Upon being questioned in person, I state that I reside at the address mentioned above. I have been serving as an honorary Managing Director on the Board of Surat Nagrik Sahkari Bank for the last two years and as a Director for approximately one year.

Surat Nagrik Sahkari Bank has been engaged in the purchase and sale of government securities with Home Trade Limited since 1997. On 06/12/2001, a Fund Management Committee meeting was held at the bank, attended by four officers and four other director members, namely:

- (1) Myself
- (2) Shri Bansibhai M. Kudnawala, Chairman (Convener)
- (3) Shri M. N. Katargamwala, Vice Chairman
- (4) Shri Suresh bhai P. Patel, Joint Managing Director
- (5) Shri Jayantilal R. Gandhi, Director
- (6) Shri Jayantilal C. Jariwala, Director
- (7) Shri Amrutlal R. Contractor, Director
- (8) Shri Balakrishna C. Dalal, Director

Of the above, members numbered 2 and 7 were absent from the meeting. In the aforementioned meeting, Home Trade participated along with other brokers.

Representatives from Home Trade present were:

- (1) Shri Niraj Surati
- (2) Ms. Kanan Mevawala
- (3) Shri Ketan Seth
- (4) Shri N. S. Trivedi

The following securities transactions were finalized:

GOI 8.07% - 2017: ₹ 15.00 Crore (Face Value)

They assured that this new security, with a higher interest rate, would be delivered promptly. The new settlement for the ₹ 15.00 Crore face value security, including premium and interest, amounted to ₹ 16,09,60,500/- (Rupees Sixteen Crore Nine Lakh Sixty Thousand Five Hundred only), with delivery promised within four weeks. This transaction was unanimously approved in the bank's meeting on 26/03/2002.

On 21/02/2002, the 8.07% - 2017 securities worth ₹ 15.00 Crore, purchased by Shri N. S. Trivedi on our behalf, were promised to be delivered within four to six weeks. As the March-end approached, delivery was expected by 25/03/2002. On 26/06/2002, Home Trade Ltd. sent an urgent letter via fax and courier, stating that the securities, due on 25/03/2002, had not been delivered. In response, Home Trade sent a fax on 26/03/2002, promising delivery of the ₹ 15.00 Crore securities in the first week of April. During this period, multiple telephone calls were made to pursue the delivery of the ₹ 15.00 Crore securities. Despite their assurances, the delivery was not made, prompting an urgent meeting request on 03/04/2002 for 04/04/2002. During this meeting, Shri Trivedi's statements suggested that the contracts provided to us were fraudulent.

Upon exerting pressure, the accused issued the following two cheques in the bank's name:

- (1) HDFC Bank, Nariman Point, Mumbai, dated 14/06/2002, No. 984290, ₹ 7,85,47,058.33
- (2) HDFC Bank, Nariman Point, Mumbai, dated 21/06/2002, No. 984291, ₹ 8,98,93,600.00

Additionally, the accused provided receipts dated 08/12/2001:

Receipt No. 312 from Siddhi Sahkari Bank Ltd., RBI Bangalore.

DDO Receipt No. 14447 from Borat District Co-operative Bank Ltd., Calcutta, Reserve Bank.

Statement of Bansilal Mohanlal Kudnawala

Date: 08/08/2002

My name is Bansilal Mohanlal Kudnawala, aged 57 years, occupation: agriculture and trade, residing at 6A, Adarsh Society, Athwalines, Surat.

Upon being questioned in person, I state that I reside at the aforementioned address and am engaged in the business of agriculture. I have been serving as the Chairman of Surat Nagrik Sahkari Bank for approximately six years.

Surat Nagrik Sahkari Bank has been engaged in the purchase and sale of government securities with Home Trade Limited since 1997. On 06/12/2001, a Fund Management Committee meeting was held at the bank, attended by four officers and four other director members, namely:

- (1) Myself, Chairman
- (2) Shri M. N. Katargamwala, Vice Chairman
- (3) Shri Chandrakant C. Shah, Managing Director
- (4) Shri Suresh bhai P. Patel, Joint Managing Director
- (5) Shri Jayantilal R. Gandhi, Director
- (6) Shri Jayantilal C. Jariwala, Director
- (7) Shri Amrutlal R. Contractor, Director
- (8) Shri Balakrishna C. Dalal, Director

Of the above, members numbered 2 and 7 were absent from the meeting. In the aforementioned meeting, Home Trade participated along with other brokers.

Representatives from Home Trade present were:

- (1) Shri Niraj Surati
- (2) Ms. Kanan Mevawala
- (3) Shri Ketan Seth
- (4) Shri N. S. Trivedi

The following securities transactions were finalized:

GOI 10.47% - 2015: ₹ 7.50 Crore (Face Value)

GOI 10.70% - 2020: ₹ 5.00 Crore (Face Value)

They assured that this new security, with a higher interest rate, would be delivered promptly. The new settlement for the ₹ 15.00 Crore face value security, including premium and interest, amounted to ₹ 16,09,60,500/- (Rupees Sixteen Crore Nine Lakh Sixty Thousand Five Hundred only), with delivery promised within four weeks. This transaction was unanimously approved in the bank's meeting on 26/03/2002.

On 21/02/2002, the 8.07% - 2017 securities worth ₹ 15.00 Crore, purchased by Shri N. S. Trivedi on our behalf, were promised to be delivered within four to six weeks. As the March-end approached, delivery was expected by 25/03/2002. On 26/06/2002, Home Trade Ltd. sent an urgent letter via fax and courier, stating that the securities, due on 25/03/2002, had not been delivered. In response, Home Trade sent a fax on 26/03/2002, promising delivery of the ₹ 15.00 Crore securities in the first week of April. During this period, multiple telephone calls were made to pursue the delivery of the ₹ 15.00 Crore securities. Despite their assurances, the delivery was not made, prompting an urgent meeting request on 03/04/2002 for 04/04/2002. During this meeting, Shri Trivedi's statements suggested that the contracts provided to us were fraudulent.

Upon exerting pressure, the accused issued the following two cheques in the bank's name:

- (1) HDFC Bank, Nariman Point, Mumbai, dated 14/06/2002, No. 984290, ₹ 7,85,47,058.33
- (2) HDFC Bank, Nariman Point, Mumbai, dated 21/06/2002, No. 984291, ₹ 8,98,93,600.00

However, these cheques were issued by Home Trade but were dishonored due to insufficient balance in their HDFC Bank account, and the Reserve Bank had prohibited transactions with Home Trade. Additionally, the accused provided receipts dated 08/12/2001:

Receipt No. 312 from Siddhi Sahkari Bank Ltd., RBI Bangalore.

DDO Receipt No. 14447 from Borat District Co-operative Bank Ltd., Calcutta, Reserve Bank.

Statement of Mahendrabhai Nathubhai Katargamwala

Date: 09/08/2002

My name is Mahendrabhai Nathubhai Katargamwala, aged 52 years, occupation: trade, residing at Varachha Road, opposite Priya Hotel, Dholi Kui, Surat.

Upon being questioned in person, I state that I reside at the aforementioned address with my family members and earn my livelihood through the textile weaving trade. I have been a Director at Surat Nagrik Sahkari Bank for approximately fifteen years and have been serving as Vice President for about three years.

Surat Nagrik Sahkari Bank has been engaged in the purchase and sale of government securities with Home Trade Limited since 1997. On 06/12/2001, a Fund Management Committee meeting was held at the bank, attended by the following members:

- (1) Shri Bansilal Mohanlal Kudnawala, Chairman
- (2) Shri Chandrakant C. Shah, Managing Director
- (3) Shri Suresh bhai P. Patel, Joint Managing Director
- (4) Shri Jayantilal R. Gandhi, Director
- (5) Shri Jayantilal C. Jariwala, Director
- (6) Shri Amrutlal R. Contractor, Director
- (7) Shri Balakrishna C. Dalal, Director

Among the aforementioned directors, I and Shri Amrutlal R. Contractor were not present at this meeting. I learned from the other directors that a meeting with Home Trade was held on 06/12/2001, attended by the following representatives from Home Trade:

- (1) Shri Niraj Surati
- (2) Ms. Kanan Mevawala
- (3) Shri Ketan Seth
- (4) Shri N. S. Trivedi

The following securities transactions were finalized:

visited the bank and informed us that the securities they were supposed to deliver on 07/12/2001 had not been provided to the bank. They stated that Home Trade had purchased the securities from the complainant bank and proposed purchasing the following new securities, which would yield higher interest, thereby benefiting the bank:

GOI 8.07% - 2017: ₹ 15.00 Crore (Face Value)

They assured that this new security, with a higher interest rate, would be delivered promptly. The new settlement for the ₹ 15.00 Crore face value security, including premium and interest, amounted to ₹ 16,09,60,500/- (Rupees Sixteen Crore Nine Lakh Sixty Thousand Five Hundred only), with delivery promised within four weeks. This transaction was unanimously approved in the bank's meeting on 26/03/2002.

On 21/02/2002, the 8.07% - 2017 securities worth ₹ 15.00 Crore, purchased by Shri N. S. Trivedi on our behalf, were promised to be delivered within four to six weeks. As the March-end approached, delivery was expected by 25/03/2002. On 26/06/2002, Home Trade Ltd. sent an urgent letter via fax and courier, stating that the securities, due on 25/03/2002, had not been delivered. In response, Home Trade sent a fax on 26/03/2002, promising delivery of the ₹ 15.00 Crore securities in the first week of April. During this period, multiple telephone calls were made to pursue the delivery of the ₹ 15.00 Crore securities. Despite their assurances, the delivery was not made, prompting an urgent meeting request on 03/04/2002 for 04/04/2002. During this meeting, Shri Trivedi's statements suggested that the contracts provided to us were fraudulent.

Upon exerting pressure, the accused issued the following two cheques in the bank's name:

- (1) HDFC Bank, Nariman Point, Mumbai, dated 14/06/2002, No. 984290, ₹ 7,85,47,058.33
- (2) HDFC Bank, Nariman Point, Mumbai, dated 21/06/2002, No. 984291, ₹ 8,98,93,600.00

However, these cheques issued by Home Trade were returned due to insufficient balance in their HDFC Bank account, and the Reserve Bank had prohibited transactions with Home Trade. Additionally, the accused provided receipts dated 08/12/2001:

Statement of Sureshchandra Parsotambhai Patel**Date: 09/08/2002**

My name is Sureshchandra Parsotambhai Patel, aged 47 years, occupation: trade, residing at 1, Santoklata Society, behind Railway Police Line, Surat.

Upon being questioned in person, I state that I reside at the aforementioned address and earn my livelihood through the textile weaving trade. I have been a Director at Surat Nagrik Sahkari Bank for approximately eight years and have been serving as Joint Managing Director for the last two years.

Surat Nagrik Sahkari Bank has been engaged in the purchase and sale of government securities with Home Trade Limited since 1997. On 06/12/2001, a Fund Management Committee meeting was held at the bank, attended by four officers and four director members, namely:

- (1) Myself, Director
- (2) Shri Bansilal Mohanlal Kudnawala, Chairman
- (3) Shri M. N. Katargamwala, Vice Chairman
- (4) Shri Chandrakant C. Shah, Managing Director
- (5) Shri Jayantilal R. Gandhi, Director
- (6) Shri Jayantilal C. Jariwala, Director
- (7) Shri Amrutlal R. Contractor, Director
- (8) Shri Balakrishna C. Dalal, Director

Of the above eight, Shri M. N. Katargamwala and Shri Amrutlal R. Contractor were absent from the meeting. In the aforementioned meeting, Home Trade participated along with other brokers.

Representatives from Home Trade present were:

- (1) Shri Niraj Surati
- (2) Ms. Kanan Mevawala
- (3) Shri Ketan Seth
- (4) Shri N. S. Trivedi

purchased the securities from the complainant bank and proposed purchasing the following new securities, which would yield higher interest, thereby benefiting the bank:

GOI 8.07% - 2017: ₹ 15.00 Crore (Face Value)

They assured that this new security, with a higher interest rate, would be delivered promptly. However, I state that this new security would be received promptly. The new settlement for the ₹ 15.00 Crore face value security, including premium and interest, amounted to ₹ 16,09,60,500/- (Rupees Sixteen Crore Nine Lakh Sixty Thousand Five Hundred only), with delivery promised within four weeks. This transaction was unanimously approved in the bank's meeting on 26/03/2002.

On 21/02/2002, the 8.07% - 2017 securities worth ₹ 15.00 Crore, purchased by Shri N. S. Trivedi on our behalf, were promised to be delivered within four to six weeks. As the March-end approached, delivery was expected by 25/03/2002. On 26/06/2002, Home Trade Ltd. sent an urgent letter via fax and courier, stating that the securities, due on 25/03/2002, had not been delivered. In response, Home Trade sent a fax on 26/03/2002, promising delivery of the ₹ 15.00 Crore securities in the first week of April. During this period, multiple telephone calls were made to pursue the delivery of the ₹ 15.00 Crore securities. Despite their assurances, the delivery was not made, prompting an urgent meeting request on 03/04/2002 for 04/04/2002. During this meeting, Shri Trivedi's statements suggested that the contracts provided to us were fraudulent.

Upon exerting pressure, the accused issued the following two cheques in the bank's name:

- (1) HDFC Bank, Nariman Point, Mumbai, dated 14/06/2002, No. 984290, ₹ 7,85,47,058.33
- (2) HDFC Bank, Nariman Point, Mumbai, dated 21/06/2002, No. 984291, ₹ 8,98,93,600.00

However, these cheques issued by Home Trade were returned due to insufficient balance in their HDFC Bank account, and the Reserve Bank had prohibited transactions with Home Trade. Additionally, the accused provided receipts dated 08/12/2001:

Statement of Jayantilal Chhotalal Jariwala

Date: 09/08/2002

My name is Jayantilal Chhotalal Jariwala, aged 76 years, occupation: trade, residing at 6/1949, Gundi Shero, Lal Darwaja, Surat.

Upon being questioned in person, I state that I reside at the aforementioned address with my family members and am engaged in the textile weaving trade. I have been a Director at Surat Nagrik Sahkari Bank Ltd. for the last twenty years.

Surat Nagrik Sahkari Bank Ltd. has been engaged in the purchase and sale of government securities with Home Trade Limited since 1997. On 06/12/2001, a Fund Management Committee meeting was held at the bank, attended by four officers and four director members, namely:

- (1) Myself, Director
- (2) Shri Bansilal Mohanlal Fadanwala, Chairman
- (3) Shri M. N. Katargamwala, Vice Chairman
- (4) Shri Chandrakant C. Shah, Managing Director
- (5) Shri Suresh bhai R. Gandhi, Director
- (6) Shri Amrutlal R. Contractor, Director
- (7) Shri Balakrishna C. Dalal, Director

Of the above seven, Shri M. N. Katargamwala and Shri Amrutlal R. Contractor were absent from the meeting. In the aforementioned meeting, Home Trade participated along with other brokers.

Representatives from Home Trade present were:

- (1) Shri Niraj Surati
- (2) Ms. Kanan Mevawala
- (3) Shri Ketan Seth
- (4) Shri N. S. Trivedi

The following securities transactions were finalized:

GOI 8.07% - 2017: ₹ 15,00,00,000/- (Face Value)

They assured us that this new security, with a higher interest rate, would be delivered promptly. The new settlement for the ₹ 15,00,00,000/- face value security, including premium and interest, amounted to ₹ 16,09,60,500/- (Rupees Sixteen Crore Nine Lakh Sixty Thousand Five Hundred only), with delivery promised within four weeks. This transaction was unanimously approved in the bank's meeting on 26/03/2002.

On 21/02/2002, the 8.07% - 2017 securities worth ₹ 15,00,00,000/-, purchased by Shri N. S. Trivedi on our behalf, were promised to be delivered within four to six weeks. As the March-end approached, delivery was expected by 25/03/2002. On 26/06/2002, Home Trade Ltd. sent an urgent letter via fax and courier, stating that the securities, due on 25/03/2002, had not been delivered. In response, Home Trade sent a fax on 26/03/2002, promising delivery of the ₹ 15,00,00,000/- securities in the first week of April. During this period, multiple telephone calls were made to pursue the delivery of the ₹ 15,00,00,000/- securities. Despite their assurances, the delivery was not made, prompting an urgent meeting request on 03/04/2002 for 04/04/2002. During this meeting, Shri Trivedi's statements suggested that the contracts provided to us were fraudulent.

Upon exerting pressure, the accused issued the following two cheques in the bank's name:

- (1) HDFC Bank, Nariman Point, Mumbai, dated 14/06/2002, No. 984290, ₹ 7,85,47,058.33
- (2) HDFC Bank, Nariman Point, Mumbai, dated 21/06/2002, No. 984291, ₹ 8,98,93,600.00

However, these cheques issued by Home Trade were returned due to insufficient balance in their HDFC Bank account, and the Reserve Bank had prohibited transactions with Home Trade. Additionally, the accused provided receipts dated 08/12/2001:

Receipt No. 312 from Siddhi Sahkari Bank Ltd., RBI Bangalore.
DDO Receipt No. 14447 from Borat District Co-operative Bank Ltd., Calcutta, Reserve Bank.

Statement of Jayantilal Ranchhoddas Gandhi**Date: 09/09/2002**

My name is Jayantilal Ranchhoddas Gandhi, aged 67 years, occupation: advocate, residing at 8/3/4, Shri Anand Society, Anand Mahal Road, Adajan, Surat.

Upon being questioned in person, I state that I reside at the aforementioned address and have been a Director at Surat Nagrik Sahkari Bank Ltd. for the last 29 years.

Surat Nagrik Sahkari Bank Ltd. has been engaged in the purchase and sale of government securities with Home Trade Limited since 1997. On 06/12/2001, a Fund Management Committee meeting was held at the bank, attended by four officers and four director members, namely:

- (1) Myself, Director
- (2) Shri Bansilal M. Fadanwala, Chairman (Convener)
- (3) Shri M. N. Katargamwala, Vice Chairman
- (4) Shri Suresh bhai P. Patel, Joint Managing Director
- (5) Shri Chandrakant Chunilal Shah, Managing Director
- (6) Shri Jayantilal C. Jariwala, Director
- (7) Shri Amrutlal R. Contractor, Director
- (8) Shri Balakrishna C. Dalal, Director

Of the above eight, members numbered 2 and 7 were absent from the meeting. In the aforementioned meeting, Home Trade participated along with other brokers.

Representatives from Home Trade present were:

- (1) Shri Niraj Surati
- (2) Ms. Kanan Mevawala
- (3) Shri Ketan Seth
- (4) Shri N. S. Trivedi

The following securities transactions were finalized:

following new securities, which would yield higher interest, thereby benefiting the bank:

GOI 8.07% - 2017: ₹ 15,00,00,000/- (Face Value)

They assured us that this new security, with a higher interest rate, would be delivered promptly. The new settlement for the ₹ 15,00,00,000/- face value security, including premium and interest, amounted to ₹ 16,09,60,500/- (Rupees Sixteen Crore Nine Lakh Sixty Thousand Five Hundred only), with delivery promised within four weeks. This transaction was unanimously approved in the bank's meeting on 26/03/2002.

On 21/02/2002, the 8.07% - 2017 securities worth ₹ 15,00,00,000/-, purchased by Shri N. S. Trivedi on our behalf, were promised to be delivered within four to six weeks. As the March-end approached, delivery was expected by 25/03/2002. On 26/06/2002, Home Trade Ltd. sent an urgent letter via fax and courier, stating that the securities, due on 25/03/2002, had not been delivered. In response, Home Trade sent a fax on 26/03/2002, promising delivery of the ₹ 15,00,00,000/- securities in the first week of April. During this period, multiple telephone calls were made to pursue the delivery of the ₹ 15,00,00,000/- securities. Despite their assurances, the delivery was not made, prompting an urgent meeting request on 03/04/2002 for 04/04/2002. During this meeting, Shri Trivedi's statements suggested that the contracts provided to us were fraudulent.

We realized that the accused had not purchased the government securities as part of the transactions conducted with us, and the representation that they had purchased them was false. We later learned that the accused's intention from the outset was to deceive and defraud us, aiming to misappropriate our ₹ 16,09,60,500/-. Accordingly, the accused breached the trust placed in them and committed a breach of trust. Upon exerting pressure, the accused issued the following two cheques in the bank's name:

- (1) HDFC Bank, Nariman Point, Mumbai, dated 14/06/2002, No. 984290, ₹ 7,85,47,058.33
- (2) HDFC Bank, Nariman Point, Mumbai, dated 21/06/2002, No. 984291, ₹ 8,98,93,600.00

Additionally, the accused provided the complainant bank with receipts dated 08/12/2001:

Statement of Amrutlal Ramsingbhai Contractor

Date: 09/09/2002

My name is Amrutlal Ramsingbhai Contractor, aged 63 years, occupation: trade, residing at 7/3977, Sati Matani Sheri, Rughnathpura, Surat.

Upon being questioned in person, I state that I reside at the aforementioned address with my family members and am engaged in the textile weaving trade. I am also a Director at Surat Nagrik Sahkari Bank Ltd.

Surat Nagrik Sahkari Bank Ltd. has been engaged in the purchase and sale of government securities with Home Trade Limited since 1997. On 06/12/2001, a Fund Management Committee meeting was held at the bank, attended by four officers and four director members, namely:

- (1) Myself, Director
- (2) Shri Bansibhai M. Fadanwala, Chairman (Convener)
- (3) Shri M. N. Katargamwala, Vice Chairman
- (4) Shri Suresh bhai P. Patel, Joint Managing Director
- (5) Shri Chandrakant Chunilal Shah, Managing Director
- (6) Shri Jayantilal C. Jariwala, Director
- (7) Shri Jayantilal R. Gandhi, Director
- (8) Shri Balakrishna C. Dalal, Director

Of the above eight, I and Shri Bansibhai M. Fadanwala were absent from the meeting. In the aforementioned meeting, Home Trade participated along with other brokers.

Representatives from Home Trade present were:

- (1) Shri Niraj Surati
- (2) Ms. Kanan Mevawala
- (3) Shri Ketan Seth
- (4) Shri N. S. Trivedi

The following securities transactions were finalized:

following new securities, which would yield higher interest, thereby benefiting the bank:

GOI 8.07% - 2017: ₹ 15,00,00,000/- (Face Value)

They assured us that this new security, with a higher interest rate, would be delivered promptly. The new settlement for the ₹ 15,00,00,000/- face value security, including premium and interest, amounted to ₹ 16,09,60,500/- (Rupees Sixteen Crore Nine Lakh Sixty Thousand Five Hundred only), with delivery promised within four weeks. This transaction was unanimously approved in the bank's meeting on 26/03/2002.

On 21/02/2002, the 8.07% - 2017 securities worth ₹ 15,00,00,000/-, purchased by Shri N. S. Trivedi on our behalf, were promised to be delivered within four to six weeks. As the March-end approached, delivery was expected by 25/03/2002. On 26/06/2002, Home Trade Ltd. sent an urgent letter via fax and courier, stating that the securities, due on 25/03/2002, had not been delivered. In response, Home Trade sent a fax on 26/03/2002, promising delivery of the ₹ 15,00,00,000/- securities in the first week of April. During this period, multiple telephone calls were made to pursue the delivery of the ₹ 15,00,00,000/- securities. Despite their assurances, the delivery was not made, prompting an urgent meeting request on 03/04/2002 for 04/04/2002. During this meeting, Shri Trivedi's statements suggested that the contracts provided to us were fraudulent.

We realized that the accused had not purchased the government securities as part of the transactions conducted with us, and the representation that they had purchased them was false. We later learned that the accused's intention from the outset was to deceive and defraud us, aiming to misappropriate our ₹ 16,09,60,500/-. Accordingly, the accused breached the trust placed in them and committed a breach of trust. Upon exerting pressure, the accused issued the following two cheques in the bank's name:

- (1) HDFC Bank, Nariman Point, Mumbai, dated 14/06/2002, No. 984290, ₹ 7,85,47,058.33
- (2) HDFC Bank, Nariman Point, Mumbai, dated 21/06/2002, No. 984291, ₹ 8,98,93,600.00

Complaint Letter

Date: 09/09/2002

(1) To,
Respected Commissioner of Police,
Nanpura, Surat.

(2) To,
Respected Police Inspector,
Varachha, Surat.

Complainant:

Shri Naineshbhai Arvindbhai Chitaniya, Authorized Officer
Surat Nagrik Sahkari Bank Ltd.

Age: Approx. 33 years, Occupation: Service

Residing at: 27/C, Samrat Apartment, Fifth Floor, Soni Faliya, Surat

Against

Accused:

(1) Home Trade Limited
Head Office: Tower 4-5, Vashi Railway Station Complex, Mumbai 400703

(2) Shri Nand Kishor Shankarlal Trivedi
Age: Approx. 45 years, Occupation: Trade
Residing at: Dev Bhuvan, Second Floor, Room No. 32, Gazdar Mohalla (Street), Chira
Bazaar, Mumbai 400002

(3) Shri Ketan Kantilal Seth
Age: Approx. 40 years, Occupation: Trade
Residing at: 193, Lalit Kutir (C.H.S.), Third Floor, Gulmohar Cross Road No. 9
(J.V.P.D.), Mumbai 400049

Residing at: Timber Hill Terrace, Iron Field, MA 1940, USA

(13) Shri Mike alias Manoj Ambalal Shah

Age: Approx. 58 years, Occupation: Trade

Residing at: Bellary Road, R.M.V. Extension, Bangalore 506080

(14) Shri Dhananjay Agrawal

Age: Adult, Occupation: Trade, Address: Mumbai

Current residential address unknown

(15) Smt. Shilpa Hiten Shah

Age: Adult, Occupation: Trade

Residing at: 102, Gandhi Niwas, Ashok Nagar Road, Vakola, Santacruz, Mumbai 400055

(16) Smt. Jagruti Ketan Seth

Age: Adult, Occupation: Trade

Residing at: 193, Lalit Kutir (C.H.S.), Third Floor, Gulmohar Cross Road No. 9 (J.V.P.D.), Mumbai 400049

(17) Ms. Kanan Mevawala

Age: Approx. 28 years, Occupation: Trade

Residing at: Jayant Mahal, Fifth Floor, opposite Wankhede Stadium, Marine Drive, Mumbai

(18) Shri Ketan R. Maskariya

Age: Approx. 35 years, Occupation: Trade

Current residential address unknown

(19) Shri Niraj A. Surati

Age: Approx. 34 years, Occupation: Trade

Residing at: Surya Flats, First Floor, Surya Shopping Complex, Bharuch, District: Bharuch

(20) Smt. Kruti Niraj Surati

Age: Adult, Occupation: Trade

Residing at: Surya Flats, First Floor, Surya Shopping Complex, Bharuch, District: Bharuch

They induced the bank to sell these securities with the promise of higher profits and further enticed us to purchase other securities. The aforementioned four individuals from Home Trade offered the following securities at a lower rate compared to other brokers:

GOI 7.50% - 2010: ₹ 10.00 Crore (Face Value)

GOI 7.00% - 2009: ₹ 5.00 Crore (Face Value)

Total: ₹ 15.00 Crore

These individuals enticed our bank's officers with their persuasive promises and did not conduct a direct sale of the aforementioned securities. On 07/12/2001, a settlement was made, with the accused promising to deliver the ₹ 15.00 Crore securities within 4 to 6 weeks.

(5) Despite the assurances and promises made by the accused, they failed to deliver the aforementioned securities within the stipulated time. The bank repeatedly followed up via phone and fax. Despite the prolonged delay in delivering the ₹ 15.00 Crore securities, the accused did not provide them. Upon pursuing recovery, on 21/02/2002, Accused No. 19 (Shri Niraj Surati), Accused No. 3 (Shri Ketan K. Seth), Accused No. 17 (Ms. Kanan Mevawala), and Accused No. 2 (Shri N. S. Trivedi) visited the bank. Instead of delivering the securities, they proposed that the ₹ 15.00 Crore securities purchased by them be sold, and the following new securities be purchased, claiming they would yield higher interest:

GOI 8.07% - 2017: ₹ 15.00 Crore (Face Value)

The aforementioned accused enticed us with the promise of higher interest, stating that this new security had been purchased via phone and that our bank would have to pay a total of ₹ 16,09,60,500/- (Rupees Sixteen Crore Nine Lakh Sixty Thousand Five Hundred only), including premium and interest, for the ₹ 15.00 Crore face value security. They had already obtained this amount from the bank and promised delivery within four weeks. The accused also provided contracts for the purchase, promising delivery within four weeks.

(6) As the government securities were not delivered, we had to engage in correspondence and make telephone calls. In response, on 23/01/2002, the accused informed the bank that the securities were being transferred from RBI offices in

DDO Receipt No. 14447 from Borat District Co-operative Bank Ltd., Calcutta, Reserve Bank.

Upon verification by the Reserve Bank of India, these receipts were found to be fraudulent and fabricated. The Reserve Bank of India informed us via a letter dated 13/06/2002 and instructed us to take criminal action against the accused.

(7) The accused, with the intent to defraud from the outset, were not authorized by SEBI to deal in government securities, yet they provided us with a false SEBI certificate and conducted transactions. They did not possess any government securities and had not entered into contracts with others to purchase them, yet they provided us with false contracts and documents, knowing them to be fraudulent. Thus, all the aforementioned accused, in collusion and with mutual assistance, made false representations and promises to the complainant bank from the outset, with dishonest intentions to deceive and defraud, misappropriating a significant sum of ₹ 16,09,60,500/- (Rupees Sixteen Crore Nine Lakh Sixty Thousand Five Hundred only). They created false valuable documents, contracts, and SEBI certificates, knowing them to be false, and used them as genuine to perpetrate the fraud. In doing so, the accused have committed offenses under Sections 406, 420, 409, 465, 467, 468, 471, and 114 of the Indian Penal Code.

(8) We have filed this complaint against the aforementioned accused. However, during the investigation, if any other individuals are found to have participated in or assisted with the criminal acts described in this complaint, our complaint extends to them as well.

Our Witnesses:

- (1) Shri C. C. Shah
- (2) Shri Mahesh K. Vaid

Additional witness names will be provided if necessary.

Signature: Illegible
For Surat Nagrik Sahkari Bank Ltd.
Authorized Officer

Date: 01/08/2002

Enclosure: Xerox copies of necessary documentary evidence, numbered 1 to 30, are attached.

Date: 06TH December 2001

To,
Surat Nagrik Sahkari Bank Ltd.
Surat

Kind Attn: Mr. Valdiya

Dear Sir,

This is to inform you about the various transactions done as on value date
07/12/2001

Home Trade to Sell

Sr. No.	Scrip Name	Contract No.	Face Value	Total Considerations
1	7.50% GOI 2010	6919	10,00,00,000.00	10,14,20,833.33
2	7.00% GOI 2009	6917	5,00,00,000.00	5,01,16,666.67
A			Total Receivable	15,15,37,500.00

Home Trade to Buy

Sr. No.	Scrip Name	Contract No.	Face Value	Total Considerations
1	10.47% GOI 2015	6915	7,50,00,000.00	9,15,70,937.50
2	10.70% GOI 2020	6913	5,00,00,000.00	6,15,43,750.00
B			Total Payable	15,31,14,687.50

(B) Net Payable : Rs.15,31,14,687.50
(A) Net Receivable : Rs.15,15,37,500.00
(B-A) Difference Payable By Us : Rs. 15,77,187.50

Kindly confirm the above deal.

Thanking You,

Yours Truly,
For Home Trade Ltd.

B. Bhandari
(Authorized Signatory)



home trade ltd.

Tower 4, 5th Floor,
Vashi Rly. Station Complex,
Navi Mumbai - 400 703.
Tel: (91-22) 781 2441-44
Fax: (91-22) 781 2548

True Copy

M. V. V.
Manager

Surat Nagrik Sahkari Bank Ltd.
H.O. Varachha Road, Surat.



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

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

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

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

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

Yours Faithfully

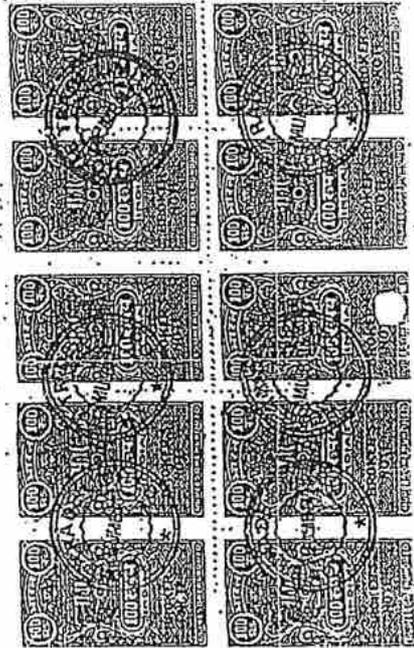
Member of National Stock Exchange of India Ltd. Bombay

For HOME TRADE LIMITED

Bhavadai
Authorized Signatory/Director



BOMBAY



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

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

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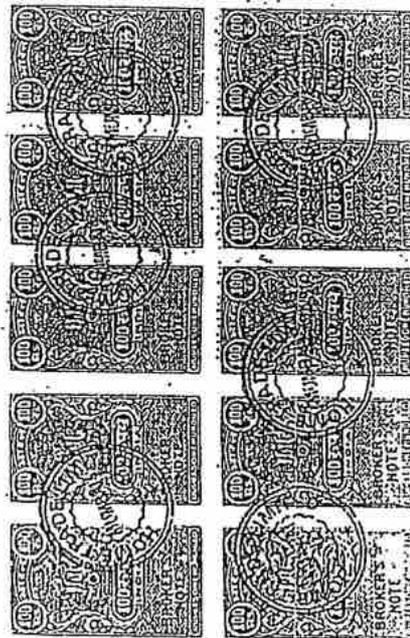
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BOMBAY

Yours Faithfully

Member of National Stock Exchange of India Ltd. Bombay



FBI HOME TRADE LIMITED

B. Bhandari

Authorized Signatory



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

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

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

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

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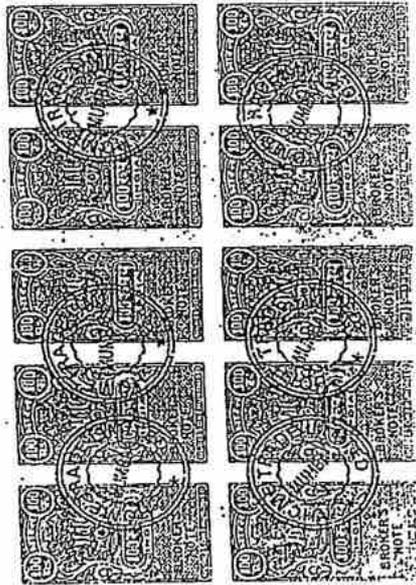
Yours Faithfully

Member of National Stock Exchange of India Ltd. Bombay

FBI HOPE TRADE LIMITED

[Signature]
Authorised Signatory/Director

BOMBAY





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

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

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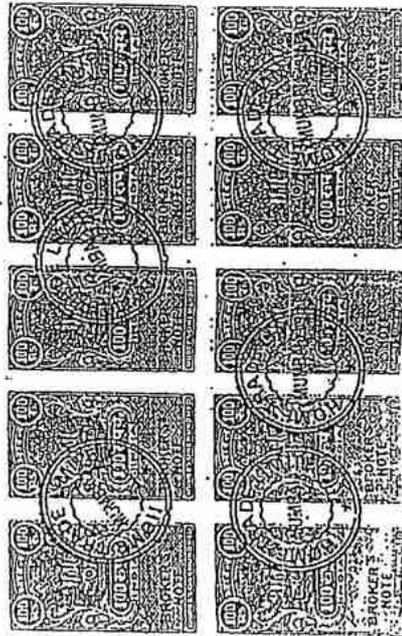
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BOMBAY

Yours Faithfully

Member of National Stock Exchange of India Ltd. Bombay



FOR HOME TRADE LIMITED

[Handwritten Signature]
Authorized Signatory/Director



Surat Nagrik Sahkari Bank Ltd.

Behind Gitanjali Cinema, Varachha Road, SURAT-395006.

સુરત નાગરિક સહકારી બેંક લિ. 8548214-8554001-8545262
 Fax. 8551183

શ્રીમંતી સોનેના પાઠશાળા, વરાછા, સુરત-૩૯૫૦૦૬.

22/01/2002

3294

To,
 The Manager,
 Home Trade Ltd.,
 Vashi Railway Station Complex,
 Tower 4, 5th Floor,
 Navi Mumbai 400703.

Kind Attention : Mr. Ketan Sheth.

Dear Sir,

Sub :- Delivery of 7 % GOI 2009/ 7.5 % GOI 2010.

Please recall the telecon with your good self on 06/12/2001, regarding the purchase and delivery of the following Government Securities:

Script Name	Face Value
7.00 % GOI 2009	Rs. 5,00,00,000
7.50 % GOI 2010	Rs. 10,00,00,000

You had assured over telephone that the delivery of the above mentioned securities would not be delayed this time. However, it is regretted that despite a lapse of more than 6 week's time, the delivery of the said securities is outstanding.

Mr. Nitaj Surti, who was present at the Fund Management Committee meeting on 06/12/2001, at our Head office had also given similar assurance. We have even reminded Mr. Nitaj Surti on telephone on several occasions.

Please look into the matter immediately & do the needful.

Thanking You.

Yours faithfully,

M. K. Mehta
 Manager.

cc: To : Mr. Nitaj A. Surti.

True Copy

M. K. Mehta
 Manager

Surat Nagrik Sahkari Bank Ltd.
 H.O. Varachha Road, Surat.

(572)

(7)

(9)

RECEIPT
 RECEIVED FROM THE BANK OF INDIA
 PUBLIC DEBT OFFICE
 BANGALORE
 RECEIPT No. **312** NOT TRANSFERABLE

Received from The State Bank of India dated 05/12/2009
 को प्राप्त हुई/has been received from the undermentioned:

- (क) एच. जी. एन. खाते में राशि जमा करने के लिए सरकारी प्रतिपूर्ति (A) Government Securities for credit to S.G.L. Account
- (ख) उपरोक्त गहायक सामान्य खाते खाते में जारी हुआ नोट लिख पत्र को मांग-पत्रों के लिए दिनांक _____ की मांग-पत्रों के लिए दिनांक _____ dated _____ for issue of scrips as noted below debit to their Subsidiary General Ledger Account.
- (ग) जहाँ न हो उसे काट दें/Scare out whichever is not applicable)

फिल्टर नंबर No. of Pieces	वर्ण Loan	राशि Amount ₹./Rs.
D.B.L.P.	7-501 G.I. 2010	50,000.00
D.B.L.P.	7-007 G.I. 2009	30,000.00

रसीद तैयार की/Receipt prepared by [Signature]
 H. M. Prasad, P. C. Manager



True Copy

[Signature]
 Manager
 Surat Nagrik Sahkari Bank Ltd.
 H.O. Varachha Road, Surat.

कृपया इस रसीद के पीछे मुद्रित सूचनाएं पढ़ें।
 Please see the instructions printed on the reverse of this receipt.

587

જાેલ સં. ૨૦

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11

ADJUSTMENT LETTER

Date: 20th February 2002

To,
Surat Nagrik Sahakari Bank Ltd.
Surat

Kind Attn: Mr. Naineshbhai

Dear Sir,
This is to inform you about the various transactions done as on value date
21/02/2002

Home Trade to Sell

Sr. No.	Script Name	Contract No.	Face Value	Total Considerations
1	8.07% GOI 2017	7425	15,00,00,000.00	16,09,60,500.00
A			Total Receivable	16,09,60,500.00



home trade ltd.

Tower 4, 5th Floor,
Vashi Rly Station Complex,
Navi Mumbai - 400 703
Tel: (91-22) 781 2411-44
Fax: (91-22) 781 2548

Home Trade to Buy

Sr. No.	Script Name	Contract No.	Face Value	Total Considerations
1	7.50% GOI 2010	7427	10,00,00,000.00	10,50,12,500.00
2	7.00% GOI 2009	7429	5,00,00,000.00	5,12,36,111.11
B			Total Payable	15,62,48,611.11

(A) Net Receivable : Rs. 16,09,60,500.00
 (B) Net Payable : Rs. 15,62,48,611.11
 (A-B) Net Receivable By Us : Rs. 47,11,888.89

Kindly transfer the fund in favor of "Home Trade Ltd." in our HDFC Bank Ltd.
Current a/c no. 0010400317011.

Please do the needful.

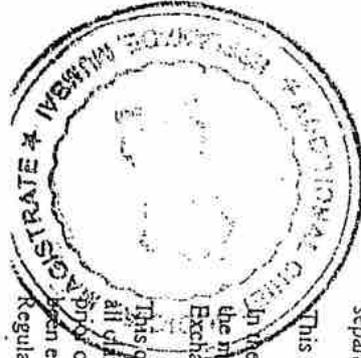
Thanking You,
Yours Truly,
For Home Trade Ltd.

[Signature]
(Authorized Signatory)

True Copy

[Signature]
Surat Nagrik Sahakari Bank Ltd.
H.O. Varachha Road, Surat.





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

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

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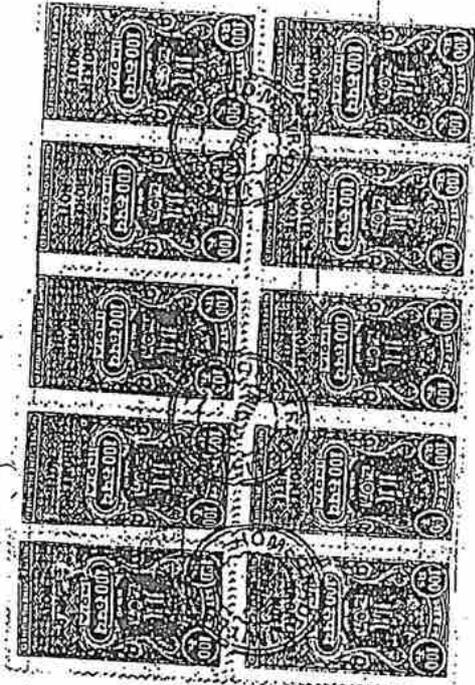
BOMBAY

Yours Faithfully

Member of National Stock Exchange of India Ltd. Bombay

FOR HOME TRADE LIMITED

[Signature]
Authorized Signatory/Director





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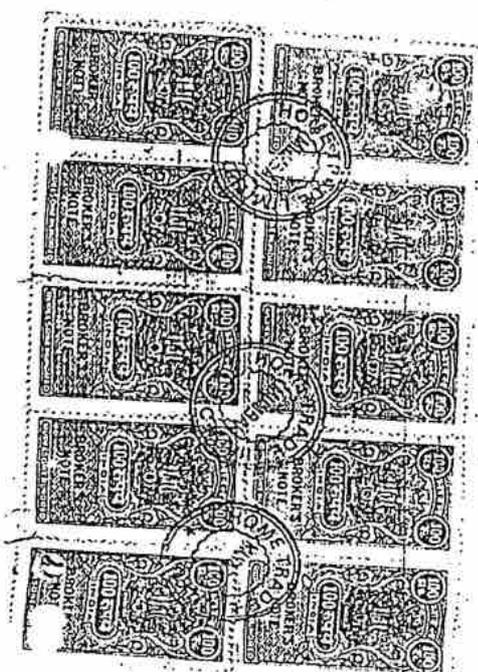
BOMBAY

Yours Faithfully

Member of National Stock Exchange of India Ltd. Bombay

FOR HOME TRADE LIMITED

Shankar
Kameshwar Signataria Director





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BOMBAY

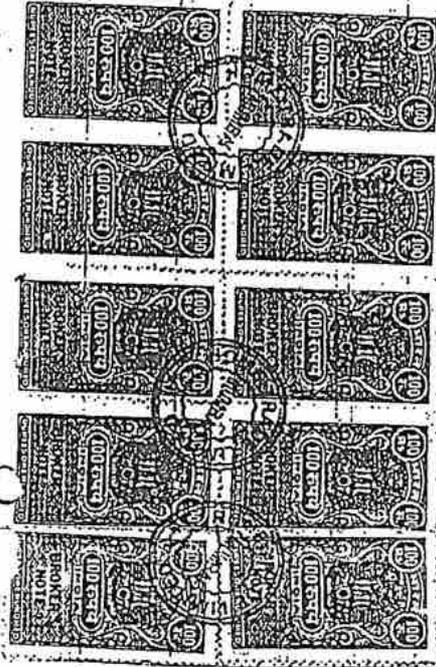
Yours Faithfully

Member of National Stock Exchange of India Ltd, Bombay

For HOME TRADE LIMITED

Authorized Signatory/Director

[Handwritten Signature]



(54)

(6)

(16)

170 MS 3725
Dt. 28/3/02
②

Date : 26/03/2002

To,
Surat Nagrik Sahkari Bank Ltd
Behind Giranah Cinema,
Varachha Road,
Surat - 393 006

Kind Attn Mr. Nimesh Bhai

Dear Sir,

With reference to your letter dated 26th March, 2002 regarding pending delivery of 8.07% GOI 2017. We wish to inform you that we are regularly following up with the counter party's for physical delivery of the above stock. We have been informed that it might take little more time to get the stock.

We are hopeful that at the earliest possible we shall be in a position to clear your deliveries. Also somebody from our side will visit the counter party's office in the first week of April in order to expedite the delivery.



Home Trade Ltd.
Tower 4, 3th Floor,
Vashi Rly Station Complex,
Navi Mumbai - 400 703,
Tel: (91-22) 781 2441-44
Fax: (91-22) 781 2548

We shall keep you posted on the latest status. In the meantime kindly bear with us.

Your kind co-operation will be highly appreciated. Looking forward for a long and mutually beneficial relations.

Yours sincerely,

For HOME TRADE LTD.

[Signature]
Authorized Signatory

True Copy

[Signature]
Manager

Surat Nagrik Sahkari Bank Ltd.
H.O. Varachha Road, Surat.



545



14/06/2002

PAY Surat Nagrik Sahakari Bank Ltd.

या धारक को OR BEARER

RUPEES Seven Crores Eighty Five Lakh Forty Seven
Thousand Fifty Eight and Thirty Three Paise only -

Rs. 7,85,47,058.33

No 0010400317011 CA

NIDFC BANK LTD.
101 - 104, Inlstand Chambers, F.P. Marg,
Narayanpant, Mumbai - 400 021.

For HOME TRADE LIMITED

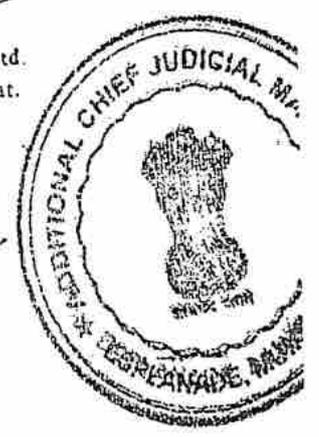
[Signature]

Authorised Signatories

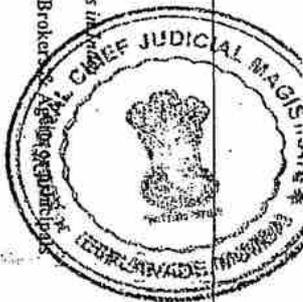
984290 4002400031 400317 13

True Copy

[Signature]
Manager
Surat Nagrik Sahakari Bank Ltd.
H.O. Varachha Road, Surat.



509



CONTRACT NOTE
(Regulation 3.15)

Subject to the jurisdiction of the courts in India
Contract note issued by members action for constituents as Broker

To,
SURAT NAGRNIK SAHKARU BANK LTD
BEHIND GITANJALI TALKIES
VARACHHA ROAD
SURAT 395 006
Pin Code : ..

Free Copy
Contract NO. LBL/NSF/2002 - 2,003/00 7481
Stamp as required under Article 43(f) OR Article 5(f) of schedule 1 to the Bombay Stamp Act, 1958.

For HOME TRADE LIMITED

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

SECURITY DETAILS

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (In Lacs)
020620000030	TT	GOI 2017	R.07		NA	800.00	108.87		NA

ST - Security Type TT - Trade type

OA - Order Attributes

(RENR - REPONON REPO)

TRANSACTION DETAILS

Trade Date 20/06/2002 Settlement Date 21/06/2002

B/S	ON	TN	TT	CBN	CPN	LIP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	020620000030	50,314	11:10:16		HOMETRADE	15/01/2002	87,096,000.00		-2,797,600.00	0.00	89,893,620.00

Remarks

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

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

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

PV - Purchase Value
SV - Sale Value
BR - Brokerage

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

109



Subject to the jurisdiction of the courts in India

CONTRACT NOTE
(Regulation 3.5)

11.0

home trade ltd.
Tower-30th Floor, International
Indiata Park, New Mumbai - 400 702
Tel: 022 271 244, 271 250, 271 251, 271 252



To,
SUFAT NAGRIK SAHKARI BANK LTD
BEHIND GITAN/ALI TALKIES
VARACHHA ROAD
SURAT 395 006
Pin Code :

CONTRACT NO. LR/LNSE/2002 - 2,003/000/483
Constituent Order Ref. No.
Stamp as required under Article 43(f) OR Article 5(b) of schedule 1 to the Bombay Stamp Act, 1958.

For HOME TRADE LIMITED

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

SECURITY DETAILS

Order Number	ST	Security Name	Issue	TT	Repo Period	Value (In Rs. Lacs)	Price (In Rs.)	Repo Rate (%)	OA (in Lacs)
020613000032	TT	GOI 2017	8.07	NA	700.00	108.87			NA

ST - Security Type

TT - Trade type

OA - Order Attributes

(RENR - REPONON REPO)

TRANSACTION DETAILS

Trade Date 13/06/2002 Settlement Date 14/06/2002

B/S	ON	TN	TT	CBN	CPN	LP	PV/SV (Rs.)	BR (Rs.)	AI	TDS	TC
S	020613000032	50,315	1125:22		HOME TRADE	15/01/2002	76,209,000.00		2,338,058.33	0.00	78,547,058.33

Remarks

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

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

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

PV - Purchase Value
SV - Sale Value
BR - Brokerage

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

COPY

Gugrat & Co.

ADVOCATES, SOLICITORS & NOTARIES
ALLI CHAMBERS,
NAGINDAS MASTER ROAD,
FORT, MUMBAI - 400 001.

(68)
(13)
(21)

CJ/ 8341

3rd May 2002

REGISTERED A.P.
UNDER CERTIFICATE OF POSTING

Home Trade Limited,
Tower B, 5th Floor,
Vashi Railway Station Complex,
International Infotech Park,
Navi Mumbai 400703.

Dear Sirs,

We are concerned for our clients Surat Nagrik Sahakari Bank Limited having address at Behind Geetanjali Talkies, Varachha Road, Surat and under instructions have to write to you as under:

1. By two contract notes both of 6th December 2001 (settlement date 7th December 2001) you have sold our clients' securities viz. CG 2020 and GOI 2015 for total consideration of Rs.6,15,43,750.00 and Rs.2,15,70,937.50 respectively. Simultaneously by two contract notes both of 6th December 2001, you have bought for our clients securities viz. CG 2010 and CG 2009 for total consideration of Rs.10,14,20,833.33 and Rs.5,01,18,666.67. However, neither our clients received the securities nor the amount of



True Copy

M. U. Mehta
Manager
Surat Nagrik Sahakari Bank Ltd
H.O. Varachha Road, Surat.

(62)

COPY

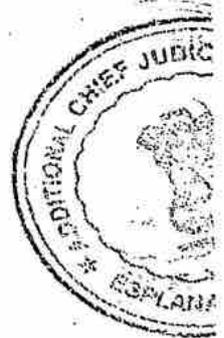
Gagrat & Co.

ADVOCATES, SOLICITORS & NOTARIES
 ALLI CHAMBERS,
 HAJINDAS MASTER ROAD,
 FORT, MUMBAI - 400 001.

Rs.15.31.14.687.50 with regard to sale of the securities.

2. From time to time, our clients requested your Mr. N. S. Trivedi, Mr. Sanjay Agarwal, Mr. Ketan Sheth and Mr. Kanan either to deliver the securities or pay Rs.15.31.14.687.50 for sale of the securities.

3. Thereafter, at your request to secure and adjust the aforesaid transaction, as per the contract note dated 20th February 2002, our clients agreed to sell the securities viz. CG 2010 and CG 2009 for total consideration of Rs.10,50,12,500.00 and Rs.5,12,36,111.11 respectively and simultaneously, bought security as per the contract note dated 20th February 2002 viz. GOI 2017 for a total consideration of Rs.16,09,60,500/-. However, till date, the securities have not been delivered as per the settlement being of 21st February 2002. Our clients from time to time, demanded the securities or return of the money with interest at the rate of 16% per annum. In fact, your associate who introduced the transactions, Mr. Niral A. Surti, Chartered Accountant of M/s. Niral A. Surti & Associates, Chartered Accountants having address at Surya Flats, 1st Floor;



NIRAJ A. SURTI & ASSOCIATES
Chartered Accountants

Off: Surya Flats, 1st Floor, Above Surya Shopping Complex
 Sevashram Road, BHARUCHI - 392 001. (Gujarat)
 Tel : (02642) (0) 64197, 43227 (R) 26316 Fax : 43227

NIRAJ A. SURTI
 B.Com. F.C.A.

May 10, 2002

TO,
 M/s. Home Trade Limited,
 Tower III, 5th floor,
 Vashi Railway Station Complex,
 International Infotech Park
 NAVI MUMBAI - 400703

Sirs,

This has reference to the copy of the letter received by me from M/s. Gagrat & Co, Advocates, Solicitors & Notaries, having their office at All Chambers, Nagindas Master Road, Fort, Mumbai - 400001. The said letter dtd 3rd May 2002 has been addressed to you with a copy endorsed to me.

Even prior to the receipt of this letter, on being informed by the Directors of the Surat Nagarik Sahakari Bank Ltd, I took personal interest in the matter regarding non delivery of the securities by you, mainly because, I felt that it was my moral duty to ensure that, no loss is caused to the Bank nor any misunderstanding is created about me in the minds of the Directors, as you had been introduced to the Bank by me since 1999-2000.

As you know, that I am a Chartered Accountant by profession, carrying on my own profession for the past 7 to 8 years and due to my sheer dint of hard work and honesty I have achieved a status in the society particularly in the Banking Community. In the past no one had any occasion to point a finger at me or to cast any blemish or aspersions as regards any of my dealings with any of the Banks or other clients. As such I was pained to receive a copy of the present letter.

You are also well aware that, it was due to my efforts that I could secure two post dated cheques in favour of the Bank in order to cover the amount pending for the physicals of the securities to be delivered along with the interest calculated at the interest rate of 16% p.a. In addition to this during the personal visit of the directors of the Bank arranged by me at your office at Nariman Point, the original documents for land at Ahmedabad, Mouje Chekhala, Taluka Sarand, Distt. Ahmedabad having S.Nos 226, 227 and 229 belonging to one

True Copy


 Manager
 Surat Nagarik Sahakari Bank Ltd.
 H.O. Varachha Road, Surat.

6/5



By Reg. A.D./ Courier / Hand Delivery.

No. _____

77626
/

From

NIRAJ A. SURTI & ASSOCIATES
Chartered Accountants
Off: Surya Flats, 1st Floor, Above Surya Shopping Complex
Sevashram Road, BHARUCH - 392 001. (Gujarat)
Tel.: (02642) (O) 84197, 43227 (R) 26316 Fax: 43227

SURTI

OR PATEL, PARTNER

The Advocate,
The State Agency Surti's (Karnal)
Old Chokrajani, 1st Floor,
Narasimha Road,
Surat

M. K. Mehta

610



21/06/2002

PAY Surat Nagrik Sahakari Bank Ltd या धारक को OR BEARER

रुपये RUPEES Eight Crores Ninety Eight Lakhs Ninety Three Thousand Six Hundred only **Rs. 8,98,93,600/-**

Ac No. 0010400317011 CA

HDFC BANK LTD.
101 - 104, Tulsiani Chambers, F.P. Marg,
Narimanpoint, Mumbai - 400 021.

~~The Surat Nagrik Sahakari Bank Ltd.~~
~~True COPY~~

M. C. Varachha
Manager
Surat Nagrik Sahakari Bank Ltd
H.C. Varachha Road, Surat

For HOME TRADE LIMITED
[Signature]
Authorised Signatories

11984291 4002400031 400317 13



62



14/06/2002

Surat Nagrik Sahakari Bank Ltd

या धारक को OR BEARER

SEVEN RUPEES Seven Crores Eighty Five Lakhs Forty Seven Thousand Fifty Eight and Thirty Three only -

Rs. 7,85,47,058.33

A/c No. 0010400317011 CA

The Surat Nagrik Sahakari Bank Ltd
HDFC BANK LIMITED
GMS SURAT

For HOME TRADE LIMITED

HDFC BANK LTD.
101 - 104, Tulsiani Chambers, F.P. Marg,
Jambhvanipoint, Mumbai - 400 021.

M. K. Mehta
Surat Nagrik Sahakari Bank Ltd
H. No. 104, Tulsiani Chambers, F.P. Marg, Jambhvanipoint, Road, Surat

Authorised Signatories

⑈984290⑈ 400240003⑈ ⑈0007854705833⑈



(17) (625)

(25)

ઉપર વાહચર તા. 10 DEC 2001
સુરત નાગરિક સહકારી બેંક :
ગીતાંબલી સીનેમા પાછળ, વરાહરાડ, સુરત.

ઉપર H. D. F. C. Bank Ltd એકાઉન્ટ

ખાખતે : તા. 7/12/2001 ના રીક મિટ્ટી	15,77,187.50
પર 15,31,146.87 ના વજ વચ્ચેના માત્રે	7
15,15,37,500 ની અરીફીતો વફાલ ના	
હોમ ફિડિંગ ની ઉપરીય ખાતે ખાખત રોકા	15,77,187.50
અને રા.પેટા માખ પ્રિવિલ કલ બેંક યોગ્ય વેચા માત્રે	

મનાવમાફની સહી

સેક ડરેક્ટર
10 DEC 2001
Date
મનાવમાફની સહી

True Copy

M. L. Mehta
Manager
Surat Nagrik Sahkari Bank Ltd.
H.O. Varsodha Road, Surat.



629

12

19

भारतीय प्रतिभूति और विनियम बोर्ड
SECURITIES AND EXCHANGE BOARD OF INDIA
 (सक स्टॉक और सब-ब्रोकर) विनियम, 1992
 (STOCK BROKERS AND SUB-BROKERS) REGULATIONS, 1992

(धारा 4)
 (Regulation 4)
0012759
भारतीय प्रतिभूति का प्रमाणपत्र
CERTIFICATE OF REGISTRATION

... मंडल अधिनियम और विनियम 1992 के अंतर्गत प्रदान की गई शक्तों का उपयोग करके ...
 exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board Act, 1956
 in exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board Act, 1956
 and with the rules and regulations made thereunder, the Board hereby grants to ...

HOME TRADE LIMITED
TRADE FLOOR: HOME TRADE LIMITED
INTERNATIONAL INFOTECH PARK,
TOWER NO.3, 5TH FLOOR,
WASHI RAILWAY STATION COMPLEX,
NAVI MUMBAI

Multiple Member

Member OF ... NATIONAL STOCK EXCHANGE OF INDIA ...

Stock Exchange(s) as a Stock Broker for carrying on the activities of buying, selling or dealing in securities and carrying on such other activities as are permitted by such Stock Exchange(s) subject to conditions prescribed in the rules and in accordance with the regulations.

Registration number allotted is as under: **INB230624578**

This certificate shall be valid till it is suspended or cancelled in accordance with the regulations.

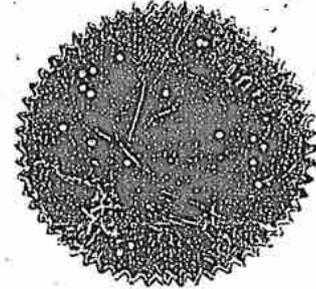
भारतीय प्रतिभूति और विनियम बोर्ड
 के लिए और उसके लिए है कि यह प्रमाणपत्र ...
 By order
 Joint and official seal
Securities and Exchange Board of India

Date: **November 10, 2000**

(Signature)
 Authorized Signatory



(Signature)



TRUE COPY
ATTESTED BY ME
G. H. SHUKLA
JUDICIAL MAGISTRATE
- 3 MAY 2003





TRUE COPY
TESTED BY M.S.

G. H. SHUKLA
NOTARY

- 3 MAY 2002

B. [***] C. Appointment of and changes in management and secretaryship. Name or names and surname in full	1 Father's husband's name	2 Usual residential address	3	4 Nationality	5 Date of appointment or change	6 Brief particulars of change



Dated the 11th day of June, 2001.

Signature
(Sanjay Agarwa)
Designation: Director.

Notes: (1) For the purposes of this form, particulars of a person appointed as manager within the meaning of section 2(24) of the Companies Act, 1956 need be
(2) A note of change as also the cause of change e.g. by death, resignation, removal, disqualification, etc. should be stated in column 6.

Surat Nagrik Sahkari Bank Ltd.

Behind Geetanjali Cinema, Varachha Road, Surat - 395006

Date: 18/06/2002

(True Copy)

The meeting of the Bank's Board of Directors was held on Friday, 24/05/2002, at 4:30 PM at the bank's main branch. A copy of the resolution is as follows:

Resolution No. 8(7)**Regarding Appointment of an Advocate for Legal Recovery Proceedings Against Home Trade Ltd. and Shetrunjay Co. Op. Housing Society Ltd.**

To recover the outstanding dues of the bank from Home Trade Ltd. and their guarantor, Shetrunjay Co. Op. Housing Society Ltd., and to undertake all necessary legal proceedings for this purpose, as well as to address any circumstances arising due to Home Trade Ltd. that may require legal action on behalf of the bank, Advocate Shri Jatin J. Gandhi is appointed to carry out all related proceedings. He is granted full authority to conduct all such proceedings.

Additionally, Shri Jatin J. Gandhi, Advocate, is authorized to represent the bank in all necessary submissions before government and semi-government offices and to undertake all related proceedings. It is further resolved that Shri Jatin J. Gandhi, Advocate, is authorized to engage advocates for filing cases in the High Court and other courts as required.

For all legal proceedings on behalf of the bank, including signing documents, filing affidavits, and undertaking all related actions, Shri Naineshbhai A. Chintaniya, an employee of the bank, is appointed.

Surat Nagrik Sahkari Bank Ltd.

Signature: Illegible

Manager



☎ : 548214 - 554001
Surat Nagrik Sahakari Bank Ltd.

સુરત નાગરિક સહકારી બેંક લિ.

Behind Gitanjali Cinema, Varachha Road, SURAT, 395006

Ref. No.

TRUE COPY
Resolution

Date 10-06-2000

Copy of the Resolution passed by the Board of Directors in the meeting held on Wednesday the 26/04/2000 at 4.p.m.

Resolution No.9/4.

To transeet the Banking Business.

Powers to transeet the Banking business, drawing negotiable instruments/ cheques/ Demand Drafts/ Bank's Payorders, excute Banks documents on behalf of the Bank are given to the Managing Director as well as authorised officia of the bank as per under noted list, The accounts will be operated jointly which any two authorised signatures. on behalf of the Bank.

- | | |
|----------------------------------|-----------------|
| 1. Shri A. R. Contractor | M.D. |
| 2. Shri Vinodbhai I. Modi | Chief Executive |
| 3. Shri Kiritbhai A. Shah | Manager |
| 4. Miss R. B. Varma | Accountant |
| 5. Shri Arvindbhai J. Shah | Br. Manager |
| 6. Shri Mainseshbhai A. Chitania | Officer |
| 7. Shri P. V. Sheth | Br. Manager |
| 8. Shri A. K. Shah | Officer |
| 9. Shri C. B. Thakore | Officer |
| 10. Shri C. J. Shukla | Officer |
| 11. Shri R. N. Asti | Officer |
| 12. Shri H. L. Surai | Officer |
| 13. Smt. G. F. Patel | Sub officer |
| 14. Shri H. B. Patel | Sub Officer |
| 15. Shri D. V. Shah | Sub Officer |
| 16. Shri Dhaval K. Pachchigar | Sub officer |
| 17. Smt. Sangitaben C. Shah | Sub officer |
| 18. Shri Sailesh M. Desai | Sub Officer |
| 19. Shri Anil B. Patel | Sub Officer |
| 20. Shri Manoj K. Tailor | Sub officer |
| 21. Shri Vinod M. Tailor | Sub Officer |
| 22. Shri Jayesh H. Sharma | Sub Officer |

For Surat Nagrik Sahakari Bank Ltd.

(Signature)

Managing Director.

: 548214 - 554001

Surat Nagrik Sahakari Bank Ltd.

સુરત નાગરિક સહકારી બેંક લિ.

Behind Gitanjali Cinema, Varachha Road, SURAT.

Ref. No.

Date 15.06.2002

RESOLVED that a subsidiary General Ledger (SGL) account be opened in the name of Surat Nagrik Sahakari Bank Ltd. Surat. with HDFC Bank Ltd. and the following Officers/Directors/Trustees, be and are hereby authorised to operate the said account

Name of the Officers/Directors/Trustees	Mode of operation	Limit (Market Value)
---	-------------------	----------------------

As per resolution and signatures attached
 Any two Jointly to operate SGL Account.

FURTHER RESOLVED that the above mentioned officers/Directors/ Trustees be and are hereby authorised to operate the Subsidiary General Ledger and they be and are hereby further authorised to sign for, sell, purchase, transfer, negotiate and/ or otherwise deal in Government securities, State government securities, treasury bills and other subsidiary General Ledger securities upto the limits stated against their names.

RESOLVED FURTHER THAT the above mentioned officers/Directors/ Trustees be and are hereby authorised to execute letters of indemnity and Declarations, make applications and execute any other documents, receive interest and principal thereof on behalf of the said Fund/ Company and to do such other deeds, acts, matters and things as may be desirable, necessary and expedient.

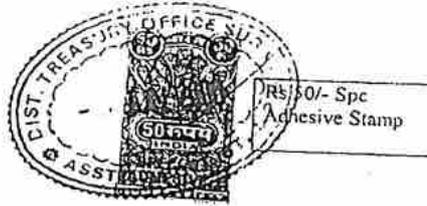
RESOLVED FURTHER THAT any Director / Trustee or the Company Secretary be and is hereby authorised to furnish a copy of the resolution certified as true to HDFC Bank Ltd.

For Surat Nagrik Sahakari Bank Ltd.

M. Leal
 Manager



(6/9)



This agreement is made at Surat this 9th day of June 2000.

BETWEEN

Surat Nagarik Sahakari Bank Ltd . a Cooperative Bank duly registered under Gujarat Co-operative Societies Act 1961 and having its registered office at SURAT hereinafter referred to as " Surat Nagarik Sahakari Bank Ltd ." (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the ONE PART;

AND

HDFC Bank Limited, a Banking company incorporated and registered under the Companies Act, 1956 and having its Registered Office at Sandoz House, Dr Annie Besant Road, Worli, Mumbai 400 018 hereinafter referred to as "HDFC Bank" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the OTHER PART;

WHEREAS Surat Nagarik Sahakari Bank Ltd . has requested for an arrangement with HDFC Bank under which Surat Nagarik Sahakari Bank Ltd . would be authorised to draw cheques payable at par at any of the specified branches of HDFC Bank to which HDFC Bank has acceded to on the terms and conditions hereinafter contained.

THIS AGREEMENT WITNESSETH and it is agreed by and between the parties as follows.

1. The specified branches of Surat Nagarik Sahakari Bank Ltd . (a list whereof is annexed hereto as Annexure I) be and are hereby authorised to draw cheques payable at par, subject to limits, more particularly described in Annexure II, at any of the specified branches of HDFC Bank (a list whereof is annexed hereto as Annexure III) and the same will be paid by HDFC Bank on due presentation subject to availability of clear balance in the current account referred to in clause 2 hereunder.
2. As regards locations where Surat Nagarik Sahakari Bank Ltd . has opened/ opens its branches, Surat Nagarik Sahakari Bank Ltd . will not be entitled to draw cheques on HDFC Bank in such centres as provided herein and the arrangement will cease to operate on such locations immediately on establishment of such branches.
3. That Surat Nagarik Sahakari Bank Ltd . shall open and maintain a current account with Ahmedabad branch of HDFC Bank, hereinafter referred to as " the said account " and that Surat Nagarik Sahakari Bank Ltd . shall always maintain a minimum balance of Rs. 10.00 Laes (Rupees Ten Laes) only in the said account at any point of time. Any shortfall in keeping minimum balance in the said account on any particular day will be treated by HDFC Bank as an overdraft to that extent and will be charged with applicable rate of interest on overdrafts as stated hereunder.

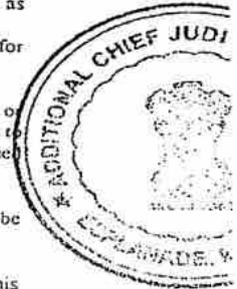
True Copy

M. L. Desai
Manager
Surat Nagarik Sahakari Bank Ltd.
H.O. Varachha Road, Surat.

Surat Nagarik Sahakari Bank Ltd.
[Signature]
Manager
Office
Accountant

69

12. Surat Nagarik Sahakari Bank Ltd. shall send stop payment instructions directly to the controlling branch and should furnish the details very clearly as to the (a) cheque number (b) amount, (c) payee, (d) date and (e) place where the cheque is drawn. The charges for each such stop payment instruction shall be Rs.100/- (Rupees One Hundred only) and will be payable by cheque, issued latest by the seventh of the next month for such instructions within the month.
13. That the specified branches of HDFC Bank may dishonour cheques payable at par giving appropriate reasons therefor under the following circumstances:
- If specimen signature of any authorised official of drawer branches of Surat Nagarik Sahakari Bank Ltd. who has signed on draft is not on the record of HDFC Bank or the signature is differing with the specimen signature recorded in its records.
 - If the cheque issued is in a different form from that of the specimen provided to drawer branches of HDFC Bank and signed by unauthorised signatory.
 - If the Surat Nagarik Sahakari Bank Ltd. shall fail to provide the cover funds in time as aforesaid.
 - If the date of presentation of the cheque is the same as the date of funding for the cheque or, for any other lawful reason.
14. Nothing contained in this Agreement shall be deemed to constitute any agreement or arrangement on the part of HDFC Bank for providing overdraft or any other credit facility to Surat Nagarik Sahakari Bank Ltd. with respect to the amount covered by the cheques issued under this arrangement.
15. Any other branch office of HDFC Bank (other than those listed in Annexure III) can also be incorporated in the said scheme subject to agreeing on pricing/limit etc.
16. This arrangement and agreement will be in force for a period of one year from the date of this agreement and will be subject to review after one year. This arrangement will continue to be in force till such time as the arrangement is not expressly revoked by either Bank by giving one month's notice in writing to the other Bank.
17. If there is a default on the part of Surat Nagarik Sahakari Bank Ltd. in observing the terms and conditions in this arrangement then HDFC Bank shall be at liberty to terminate this agreement without giving any notice.
18. HDFC Bank will be at liberty to make any changes/ modifications in this arrangement by giving fifteen days notice in writing to Surat Nagarik Sahakari Bank Ltd.
19. Notwithstanding anything contained herein, HDFC Bank shall be entitled to revise/levy the charges, fees for issue of such cheques or vary the minimum balance required to be maintained in the said account by giving one month's prior notice to Surat Nagarik Sahakari Bank Ltd.
20. Surat Nagarik Sahakari Bank Ltd. shall pay, on demand, to HDFC Bank all costs on full indemnity basis incurred / to be incurred by HDFC Bank for protection and enforcement of its rights and remedies under this Agreement and/or otherwise in law.
21. In case of any dispute or difference between the parties hereto the same shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996.



For Surat Nagarik Sahakari Bank Ltd.

 Officer

 Accountant

(65)



Client Profile
 Organisation Name: Surat Nagrik Sahkari Bank Ltd.
 Registered Office Address: Manekji K. Vaid
 Contact Person: Manekji K. Vaid
 Tel. 554001 Fax: 551183
 Mailing Address: Besind Gitanjali cinema
Varachha Road
SURAT-395006



Product Options:
 Network Collections (NET) Network Mini Metro Collections (NMI) Express Collections (EXP)

Arrangement
 Proceeds of Outstation instruments sent for collection (date of depositing of instruments within cut off time is Day ZERO)
 Within the Bank's Metro network to be credited/paid on DAY 0 (DAY 0 BEING DATE OF DEPOSIT)
 outside the Bank's network to be credited/paid on DAY _____
 Within the Bank's Mini Metro network to be credited/paid on Day 0 (DAY 0 BEING DATE OF DEPOSIT)

Routing Instructions
 Instruments for collection will be deposited by the Applicant at (C/DG Centre) SURAT branch of the Bank. SURAT
 Request the Bank to take delivery of the instruments from the Applicants office at SURAT

Payment Instructions
 Credit the collection Proceeds to the Current Ac at SURAT (Pooling branch)
 Pay the collection Proceeds by Pay Order favouring Surat Nagrik Sahkari Bank, Ac Applicant

Service Charges
 HDFC Bank Branch Locations
 Rs. _____ per Rs. 1000/- for Network Collections
 Rs. _____ per instrument for Network Collections
 Rs. _____ per Rs. 1000/- for Network Mini Metro Collections
 Rs. _____ per instrument for Network Mini Metro Collections
 Other Locations
 Rs. _____ per Rs. 1000/- of collections
 Rs. _____ per instrument outside the Bank's network
 Charges for instruments returned unpaid: Rs. 25/- per instrument in addition to collection Charges.
 Interest payable to the Bank whenever the Bank is not of funds due to extn. of above services will be
 @ _____ % p.a. compounded with quarterly rests from DAY _____ till the date of realisation of instruments within the Bank's network
 @ _____ % p.a. compounded with quarterly rests from DAY _____ till the date of recovery of the amount of unrealised instrument
 Corner charges @ Rs. _____ per instrument or Rs. _____ per packet per destination.
 Minimum Charges per instrument: Rs. 25/- (BELOW RS. 10000/-) & RS. 35/- (ABOVE RS. 10000/-)
 Service Charges shall be paid monthly by:

Debit to the Current account at the Pooling Branch Cheque/Draft on receipt of monthly statement Deduction from the collection proceeds

Enclosures
 Account Opening Form Board Resolution Specimen Signature List of Centres

Agreement
 We the undersigned respect the opening of a current account at SURAT Branch as the Pooling Branch for availing the above services. We have acquainted and are familiar with terms and conditions for extending these services which are printed on the reverse of this application and hereby agree to comply with and be bound by them. We also agree to pay the service charges stipulated above. Further, the Bank reserves the right to revise/modify the service charges and other terms and conditions stipulated, without notice and without liability on their part.

As per the Board resolution and signatures attached herewith
 For The Surat Nagrik Sahkari Bank Ltd
 Managing Director
 For Surat Nagrik Sahkari Bank Ltd
 Chairman



655

MAY-31-2002 16:14 FROM:

TO:8551183

P:1

HDFC BANK

Print

Back

HDFC Bank Ltd.
<<Previous>>
Opp. Raymond's Showroom,
Surat-Damas Road,
Athwa Lanes, Parle Point,
Surat - 395007
Tel : 218847-48

Date : 31/05/2002

SURAT NAGARIK SAHAKARI BANK LTD.
BEHIND GITANJALI CINEMA,
VARACHHA ROAD,
SURAT 395 008

We hereby confirm that SURAT NAGARIK SAHAKARI BANK LTD. is the registered proprietor of the undermentioned Central Government/State Government Loans/Bills held in the Constituent GL Account maintained with HDFC Bank Limited, FORT BRANCH as of close of business on 30/05/2002

Account Type : Free Balance			Physical Balance	SGL Balance	Total balance of this value (in Rs.)
Sl No.	Loan Code	Nomenclature of the loan	Rs.00	Rs.00,000.00	(Rs.00,000.00)
1	02007	7.48% GOI 2017			

- Notes :
- (1) This certificate is of no negotiable value and need not be produced when stock to which it refers are delt in.
 - (2) The account holder is advised to confirm the balances shown in the statement or point out the discrepancy, if any, from therein within 10 working days from the date of issue of the statement.
 - (3) If balances are not confirmed within the stipulated period of 10 working days, as mentioned above, the account holder will be deemed to be in agreement with the balances shown in the statement.
 - (4) The securities under "Free Balance" and under "Pledge A/c (LAGs)" is as per the terms and conditions agreed upon while signing the agreement with the bank.

This is a computer generated stationery does not require the signature.

FOR Mr. Mukesh Adenwale

RBI, Inspection Department (VCB)

31-2008 16:14 FROM:

TG:8551185

P:1



Print

Back

HDFC Bank Ltd.
Surat
Opp. Raymond's Showroom,
Surat-Damas Road,
Athwa Lines, Parle Point,
Surat - 395007.
Tel. : 21884748

05/2002

SURAT NAGARIK SAHAKARI BANK LTD.
GITANJALI CINEMA,
LACHHA ROAD,
SURAT - 395 008

Surat Nagrik Sahakari Bank Ltd. hereby confirm that SURAT NAGARIK SAHAKARI BANK LTD. is the registered proprietor of the mentioned Central Government/State Government Loans/Bills held in the Constituent Account maintained with HDFC Bank Limited, FORT BRANCH as of close of business on 30/05/2002

Account Type	Loan Code	Rate of Interest	Physical Balance	SGL Balance	Total balance of Ince value (in Rs.)
Free Balance	02007	7.40% GOI 2017	Rs 0.00	Rs 30,000,000.00	Rs 30,000,000.00

- (1) This certificate is of no negotiable value and need not be produced when stock to which it refers are delin.
- (2) The account holder is advised to confirm the balances shown in the statement or point out the discrepancy, if any, from therein within 10 working days from the date of issue of the statement.
- (3) If the balances are not confirmed within the stipulated period of 10 working days, as mentioned in the agreement, the account holder will be deemed to be in agreement with the balances shown in the statement.
- (4) The securities under 'Free Balance' and under 'Pledge A/c (LAGs)' is as per the terms and conditions agreed upon while signing the agreement with the bank.

This is a computer generated stationery does not require the signature.



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Constituent-wise Security-wise Balance Report



Page no 1 of 1

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Constituent : SURAT NAGARIK SAHAKARI BANK LTD.

Security name	RBI Loan code	Branch name	Physical Balance	Sgl Balance	Physical Len Balance	Sgl Len Balance	Total Len Balance
10.50% GOI 2014	94010	AHMEDABAD BRANCH	Rs0.00	Rs50,000,000.00	Rs0.00	Rs0.00	Rs50,000,000.00
Total			Rs0.00	Rs50,000,000.00	Rs0.00	Rs0.00	Rs50,000,000.00



Page 1 of 1

10-1-2002 11:33 FROM:

HDFC Bank Ltd.
 HDFC House, 2nd Floor,
 Near Mithakhali St. Round,
 Navrangpura,
 Ahmedabad - 380 009.
 TEL : 642 0750, 646 9005
 Fax : 656 3464.

10:03E18551182 P: 1-1



Surat Nagrik Sahakari Bank Ltd.

Behind Gitanjali Cinema, Varachha Road, SURAT-395006.

સુરત નાગરિક સહકારી બેંક લિ. 8548214-8554001-8543262

ગીતાજીલી સીનેમા પાછળ, વરાછા રોડ, સુરત-૩૯૫૦૦૬.

Fax. 8551183

31.5.2002

To
The Manager
H.D.F.C Bank Ltd
Mitha Khali, Navrangpura
Ahmedabad.

URGENT

Dear Sir,

SGL A/c NO AD. 092

Loan code	SGL Balance	Nomenclature
8H010	50,000,000/-	10.50% GOI 2014

We shall be glad to receive your Balance Certificate of the above script held by you in today's date, as the same is required by the R.B.I. inspecting officials.

Please treat this as MOST URGENT.

Our Fax No. 0261 8551183

Yours faithfully

M. Vaid
Manager
(2)

M. K. Joshi
Accountant
(1)



30/04/2002

Print

Back

<<Previous
Surat Mirhak Road,
Navrangpura,
Ahmedabad - 380 009.
Tel : 642 0750, 646 9006
Fax : 656 3464.

SURAT NAGARIK SAHAKARI BANK LTD.
BEHIND GITANJALI CINEMA,
VARACHHA ROAD,
SURAT 395 006

We hereby confirm that SURAT NAGARIK SAHAKARI BANK LTD. is the registered proprietor of the undermentioned Central Government/State Government Loans/Bills held in the Constituent SGL Account maintained with HDFC Bank Limited, AHMEDABAD BRANCH as of close of business on 29/04/2002

Account Type: Free Balance					
Sr No.	Loan Code	Nomenclature of the loan	Physical Balance	SGL Balance	Total balance of face value (in Rs.)
1	04010	10.50% GDI 2014	Rs0.00	Rs50,000,000.00	Rs50,000,000.00
2	02007	7.45 GDI 2017		30,000,000.00	30,000,000.00
Notes	(1)	This certificate is of no negotiable value and need not be produced when stock to which it refers are delt in.			80,000,000.00
	(2)	The account holder is advised to confirm the balances shown in the statement or point out the discrepancy, if any, from therein within 10 working days from the date of issue of the statement.			
	(3)	If balances are not confirmed within the stipulated period of 10 working days, as mentioned above, the account holder will be deemed to be in agreement with the balances shown in the statement.			
	(4)	The securities under "Free Balance" and under "Pledge A/c (LAGs)" is as per the terms and conditions agreed upon while signing the agreement with the bank.			

This is a computer generated stationary does not require the signature.

Ashwani Bando Branch Advice

For Surat Nagrik Sahakari Bank Ltd

Shukla C.J.
10. C. J. Shukla.

M. K. Vaid
Manager
(M. K. Vaid)
S.S. No. 2

In. 184
Date 27 MAY 2002
Initial



625



Print

Back

HDFC Bank Ltd.,
Anun Complex,
R. C. Dutt Road,
Vadodara - 390 005.
Tel.: 0265 - 341138/39.
Fax: 0265 - 341142.

SURAT NAGARIK SAHAKARI BANK LTD.
BEHIND GITANJALI CINEMA,
VARACHHA ROAD,
SURAT 395 006

Credit Advice

We confirm having credited your Subsidiary SGL account as per your request dated 18/04/2002
As detailed below

- 1) Date of SGL : 18/04/2002
- 2) Nomenclature of loan : 7.49% GOI 2017
- 2) RBI Loan code : 02007
- 3) Amount(Face value - in Rs) : Rs30,000,000.00
- 4) Reference no. : 20020418060
- 5) Counter party name : NDS - ICICI SECURITIES & FINANCE CO.LTD

This is a computer generated stationary does not require signature.



Inward No. 116
 Date 20 APR 2002
 Initial [Signature]



Surat Nagrik Sahakari Bank Ltd.

Behind Gitanjali Cinema, Varachha Road, SURAT-395006.

મુરત નાગરિક સહકારી બેંક લિ.  8548214-8554001-8543262

Fax. 8551183

ગીતાજીલી સીનેમા પાછળ, વરાછા રોડ, મુરત-૩૯૫૦૦૬.

(2)

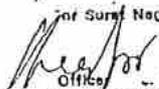
Interest payment date : 16.4 & 16.10
 P face ~~purchase~~ Value : Rs. 3,00,00,000/- Rupees three crores only.
 Rate : Rs. 100.78
 Deal date : 17.04.2002
 Settlement date : 18.04.2002
 Purchase Amount : Rs. 302,34,000.00
 Accrued Interest : 12,483.33 (2 days)
 Total Consideration : 302,46,483.33

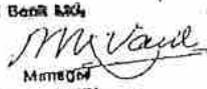
We request you to pay the total consideration amount to the counter party and debit our current account No. 067-053209009

We request you to credit our SGL A/C at Mumbai By SL. 0727 with you. With the above security purchased.

Thanking you.

Yours faithfully


 Office


 Manager

H. R. N. Asti.

accountant (2)

a) any balances maintained in India by a co-operative bank in current account with the Reserve Bank or by way of net balance in current accounts, and in the case of a scheduled State co-operative bank, also the balance required under section 42 of the Reserve Bank of India Act, 1934, to be so maintained;

b) any balances maintained by a Central co-operative bank with the State co-operative bank of the State concerned; and

c) any balances maintained by a primary co-operative bank with the Central co-operative bank of the district concerned or with the State co-operative bank of the State concerned, shall be deemed to be cash maintained in India.

Notes on Section 24 contd.

For the purpose of this section, "unencumbered approved securities" of co-operative bank shall include its approved securities lodged with another institution for an advance or any other credit arrangement to the extent to which such securities have not been drawn against or waived of.

For instance, if a co-operative bank has lodged its approved securities, whose market price is Rs. Ten lakh, with a higher financing agency for a cash credit/overdraft arrangement, and has drawn Rs. 5 lakhs against securities so lodged, the remaining worth Rs. 5 lakhs can be reckoned for the purpose of liquid assets.

Sub-section (2): Computation of amount to be maintained:

This Sub-section specifies the various types of balances which can be deemed as cash for the purpose of liquid assets to be maintained by the co-operative banks. During the initial period of 3 years the following types of balances were deemed as cash for the purpose of liquid assets under sub-section (1):

(a) any balances maintained in India by a co-operative bank in current account with the Reserve Bank or by way of net balance in current accounts, and in the case of a scheduled state co-operative bank, also the balance required (under section 42 of the Reserve Bank of India Act, 1934) to be maintained with the Reserve Bank;

(b) any balances maintained by a central co-operative bank with the state co-operative bank of the state concerned;



(2A) (a) Notwithstanding anything contained in sub-section (1) or in sub-section (2), after the expiry of two years from the commencement of the Banking Laws (Application to Co-operative Societies) Act, 1965, or of such further period not exceeding one year as the Reserve Bank, having regard to the interests of the co-operative bank concerned, may think fit in any particular case to allow —

(i) a scheduled State co-operative bank, in addition to the average daily balance which it is, or may be, required to maintain under section 42 of the Reserve Bank of India Act, 1934; and

(ii) every other co-operative bank, in addition to the cash reserve which it is required to maintain under section 18, shall maintain in India, in cash, or in gold valued at a price not exceeding the current market price or in unencumbered approved securities valued at a price determined in accordance with such one or more of, or combination of, the following methods of valuation, namely, valuation with reference to cost price, market price, book value or face value, as may be specified by the Reserve Bank

Notes on Section 24 contd.

(c) any balances maintained by a primary co-operative bank with the central co-operative bank of the district concerned or with the state co-operative bank of the state concerned.

It may be noted for the purpose of this section, the term "liabilities" will have to be understood in legal sense. This means that only terms of liabilities which the bank is under legal obligation to pay or discharge to outside parties need be taken into account for computing liabilities. A co-operative bank is not required to maintain cash reserve and liquid assets against liabilities which represent internal liabilities such as provisions made for depreciation in the value of investments like buildings and fixed assets and provisions made for bad and doubtful debts, etc.

Sub-section (2A): Percentage to be maintained:

This Sub-section provides that at the expiry of 2 years from the commencement of the Act, or such further period not exceeding one year as the Reserve Bank thinks fit in any particular case to allow, the co-operative banks will have to maintain 25 per cent of the total of their DTL in the form of cash, gold or unencumbered approved securities.

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72 BANKING REGULATION (MCS) ACT, 1919

[S. 24]

[S. 24]

BANKING REGULATION (MCS) ACT, 1919

73



(12B) The Reserve Bank may, by notification in the Official Gazette, vary the percentage referred to in sub-section (2A) in respect of a Regional Rural Bank 'ix x x xi'.

(3) For the purpose of ensuring compliance with the provisions of this section, every co-operative bank shall, not later than 20 days after the end of the month to which it relates, furnish to the Reserve Bank in the prescribed form and manner a monthly return showing particulars of its assets maintained in accordance with this section, and its demand and time liabilities in India at the close of business on each alternate Friday during the month, or if any such Friday is a public holiday, at the close of business on the preceding working day:

“(Provided that every co-operative bank, other than a primary co-operative bank, shall also furnish within the said period, a copy of the said return to the National Bank.”)

Notes on Section 24 contd.

concerned, such balance to the extent to which it has been drawn against or availed of shall not be deemed to be cash maintained in India; and (c) for the purpose of clause (a), the market price of an approved security shall be the price as on the date of the issue of the notification or as on any earlier or later date, as may be notified from time to time by the Reserve Bank in respect of any class or classes of securities.

Sub-section (3): In terms of this sub-section, for the purpose of ensuring compliance with the provisions relating to liquid assets, every co-operative bank should furnish to the Reserve Bank of India, in the prescribed form (Form I), a monthly return showing particulars of liquid assets, maintained and its DTL, as at the close of business on each alternate Friday during the month or if any such Friday is a public holiday as at the close of business on the preceding working day.

Provision to this sub-section provides that every co-operative bank, other than a primary co-operative bank, shall also furnish within the said period a copy of the said return to the NABARD.

1. Inserted by the Act 21 of 1976 Section, 33 w.e.f. 26-9-1976
2. Omitted by the Act of 1984, Section, 42 w.e.f. 15-2-1984
3. Substituted by the Act 21 of 1984 Section, 42 w.e.f. 15-2-1984
4. Proviso added by the Act of 1914, w.e.f. 12-7-14

(14) If on any alternate Friday or if such Friday is a public holiday, on the preceding working day, the amount maintained by a co-operative bank at the close of business on that day falls below the minimum prescribed by or under clause (a) of sub-section (2A), such co-operative bank shall be liable to pay to the Reserve Bank in respect of that day's default, penal interest for that day at the rate of three per cent per annum above the bank rate on the amount by which the amount actually maintained falls short of the prescribed minimum on that day; and

(b) if the default accrues again on the next succeeding alternate Friday, or if such Friday is a public holiday, on the preceding working day, and continues on succeeding alternate Fridays or preceding working days, as the case may be, the rate of penal interest shall be increased to a rate of five per cent per annum above the bank rate on each such shortfall in respect of that alternate Friday and each succeeding alternate Friday or preceding working day, if such Friday is a public holiday, on which the default continues.

Notes on Section 24 contd.

Sub-section (4a) to sub-section (7) of the Section empowers the Reserve Bank of India to direct all primary co-operative banks to maintain invariably the required cash reserve and statutory liquid rate at all times and submit the return in the prescribed form (Form I) in time. Non-submission of returns attracts the provisions of section 48(4) of the Act, and the banks are liable to the imposition of penalties as indicated therein. The Reserve Bank of India, in its circular UBD No. 3R.72/A.12 (24/92-93 dated 12.5.1994 has advised that the failure to comply with stipulations of sections 18, 24 and 24(3) of the Act, will invite penalties hereinafter.

Note: (1) The Reserve Bank of India has since decided to impose penalties for defaults in submission of statutory return in Form I after issue of a show cause notice to be issued by the officers in charge of the respective regional offices after determining the amount of penalty that may be levied on the defaulting banks. The penalty has to be paid within a period of one month from the date of notice by way of DD drawn in favour of the Reserve Bank of India or by a cheque drawn on the Reserve Bank of India in respect of the banks which maintain account with Deposit Account Department of the Reserve Bank. The amount of penalty has been fixed as under:

- Sub-sections (6) to (8) and explanation inserted by the Act 1 of 1981, Section 4 w.e.f. 15-2-1984

(7) When under the provisions of clause (b) of sub-section (4) penal interest at the increased rate of five per cent above the bank rate has become payable by a co-operative bank, if thereafter the amount is required to be maintained on the next succeeding alternate Friday, or if such Friday is a public holiday, the next preceding working day, is still below the prescribed minimum, every director, manager or secretary of the co-operative bank, who is knowingly and willfully a party to the default, shall be punishable with fine which may extend to Rupees five hundred and with a further fine which may extend to Rupees five hundred for each subsequent alternate Friday or the preceding working day, as the case may be, on which the default continues.

(8) Notwithstanding anything contained in this section, if the Reserve Bank is satisfied on an application, in writing by the defaulting co-operative bank that the co-operative bank had sufficient cause for its failure to comply with the provisions of clause (a) of sub-section (2A), the Reserve Bank may not demand the payment of the penal interest.

Explanation: In this section, the expression "public holiday" means a day which is a public holiday under the Negotiable Instruments Act, 1881¹

Notes on Section 24 contd.

day, is still below the prescribed minimum, every director, manager or secretary of the bank, who is knowingly and willfully a party to the default, are punishable under sub-section (7) with fine which may extend to Rs.500/- and with a further fine which may extend to Rs. 500/- for each subsequent alternate Friday or the preceding working day, as the case may be, on which the default continues.

Sub-section (8) empowers the Reserve Bank of India for not demand the payment of the penal interest if it is satisfied on an application in writing by the defaulting bank that the co-operative bank had sufficient cause for its failure to comply with the provisions of clause (a) of sub-section (2A).

Explanation: The expression, "public holiday" means a day which is a public holiday under the Negotiable Instruments Act, 1881.

¹ Sub-sections (4) to (8) and explanation inserted by the Act of 1984, Section 22 w.e.f. 15-9-1984

*** 24A. Power to exempt:**

Without prejudice to the provisions of Section 53, the Reserve Bank may, by notification in the Official Gazette, declare that, for such period and subject to such conditions as may be specified in such notification, the whole or any part of the provisions of Section 18 or Section 24, as may be specified therein shall not apply to any co-operative bank or class of co-operative banks, with reference to all or any of the offices of such co-operative bank or banks or with reference to the whole or any part of the assets and liabilities of such co-operative bank or Banks.

26. Return of unclaimed deposits:

Every co-operative bank shall, within thirty days after the close of each calendar year, submit a return in the prescribed form and manner to the Reserve Bank as at the end of such calendar year of all accounts in India which have not been operated upon for ten years.

Notes on Section 24A

This new section empowers the Reserve Bank, without prejudice to the provisions of section 53, to exempt by issue of a notification in the official gazette, any co-operative bank or class of co-operative banks, with reference to all or any of the offices of such bank or banks, or with reference to the whole or any part of the assets and liabilities of such co-operative bank or banks from the application of whole or any part of the provisions of Section 18 or Section 24, for such period and subject to such conditions as may be specified in such notification.

Notes on Section 26

This section provides that every co-operative bank is required to submit to the Reserve Bank within 30 days after the close of each calendar year, a return in the prescribed form (Form VIII) and manner as at the end of such calendar year of all accounts in India which have not been operated upon for 10 years.

The proviso to this section says that in the case of money deposited for a fixed period, the term of 10 years shall be reckoned from the date of expiry of such period. Thus, in the case of a fixed deposit made on 1.1.1995

¹ New Section inserted by the Act of 1984 section 47, w.e.f. 15-02-1984



Surat Nagrik Sahakari Bank Ltd.

Behind Gitanjali Cinema, Varachha Road, SURAT-395006.

સુરત નાગરિક સહકારી બેંક લિ. ☎ 8548214-8554001-8543262
Fax. 8551183

ગીતાંજલી સીનેમા પાછળ, વરાછા રોડ, સુરત-૩૯૫૦૦૬.

388

18th June 2002

To,
Executive Director (Administration)
SECURITIES AND EXCHANGE BOARD OF INDIA
Stock Broker's Registration Department,
B wing, 1st floor, Mittal Court, Nariman Point,
MUMBAI

Dear Sir,

HOME TRADE CERTIFICATE OF REGISTRATION

We enclose herewith a copy of your certificate of registration of the above named company registered as Stock Broker at your end for National Stock Exchange of India, vide your registration number INB230624638 dated November 10th 2000, for carrying on the activities of buying, selling or dealing in securities and carrying on such other activities as are permitted by such Stock Exchange(s).

Please confirm by the return of the post that the certificate issued by you is in order, and whether they were permitted to trade in ^{Government} securities as mentioned in your enclosed certificate

Thanking you in anticipation.

Yours faithfully

M K Vaid
Manager
(M K Vaid)

True Copy

M K Vaid
Surat Nagrik Sahakari Bank Ltd.
H.O. Varachha Road, Surat.



ROC CASH COUNTER RECEIPT
 OFFICE OF THE REGISTRAR OF COMPANIES
 ROC (MAHARASHTRA, PUNE) 13/06/2001 (PARATE
 67881 25-014018

REC. NO. : HOME TRADE LIMITED REG. NO. :

TYPE OF DOCUMENT: FORM 32
 MODE OF PAYMENT: CASH
 DATE OF DOCUMENT: 15/05/2001
 AMOUNT: RS. 500

Ketanbhai Resignation
 TOTAL 500
 N: NORMAL FEE A: ADDITIONAL FEE
 COMPUTER SUPPORT BY INDUSTRY DIVISION N.I.C

Stamp: 6 MAY 2002
 Initial: [Signature]



Filing Fees

FORM NO. 32

THE COMPANIES ACT, 1949
 Particulars of appointment of directors and managers and changes among them
 (Particulars to section 103(2))

Registration No. of Company : 25-14018
 Nominal Capital: Rs. 30 Crores

Name of Company : Home Trade Limited

Presented by Mr. Stanley Agarwal

Note : - If a company has no particulars to be included in one or two of the headings 'A', 'B', and 'C', the parts containing those headings (in respect of which company has no particulars to be included) need not be filed.
 A. Appointment of and changes among directors.

1	2	3	4	5	6
Name or names and surname in full	Father's / husband's name	Usual residential address	Nationality	Date of appointment or change	Brief particulars of change
Mr. Ketan Sheth	Shri Kantilal Sheth	Lalit Kutir, Off. North South Road No. 3, JVFD, Mumbai - 400049	Indian	May 15, 2001	Resigned as a Director Board of Directors 15/05/2001

Notes: (1) A note of changes should be made in column 6 by inserting against the name of new director, etc. the words "in place of" against the name of the former director, the cause for the change, e.g. by-death, resignation, retirement by rotation, disqualification etc.
 (2) In case of managing director, his designation should be stated with his name in column 6.

Handwritten notes: H.O. Varachha Road, Surat, Gujarat, State of Gujarat. Sd/- Mr. Stanley Agarwal, Advocate, Home Trade Limited.

(69)

(201)

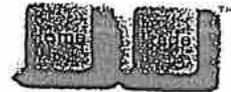
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY HELD AT TOWER 3, 5TH FLOOR, INTERNATIONAL INFOTECH PARK, VASHI, NAVI MUMBAI - 400 703 ON MAY 15, 2001.

"RESOLVED THAT the resignation of Shri Ketan Sheth from the Board be accepted with immediate effect and that the Board of Directors places on record its sincere appreciation for the valuable services rendered by him to the Board and to the Company as a Director of the Company.

RESOLVED FURTHER THAT a copy of the aforesaid resolution be sent to Shri Ketan Sheth."

For Home Trade Limited

[Signature]
Director



home trade ltd.

Tower 4, 5th Floor,
Vashi Rly. Station Complex,
Navi Mumbai - 400 703.
Tel: (91-22) 781 2441-44
Fax: (91-22) 781 2548



202

50 RS

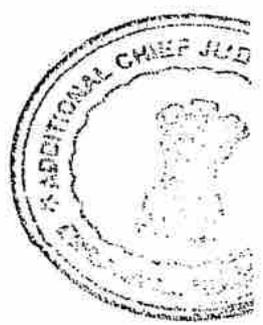


र. नं. २७०४३
वा. :- १५/२००२
कस्ता - ५५१२।

सुरत नगरपालिका सरकारी बँक
कराएरिउ सुत
५.६

योगेश यशवंतलाल देसाई
नागपुरा, ११२वावाड, सुरत
स्टांप वेन्डर. वा. नं - ३१८४
रुतगो. देसाई

Prakash



((7))

THIS DEED OF GUARANTEE is made at Surat on this 6th day of May 2002,

219



श. नं. :- 4022

00BB 809018

ता. :- 9/11/2002 कृतज्ञ नागरी + शहरी मि. क.

उस्ताद. ...

कृतज्ञ नागरी. कृतज्ञ

योगेश यशवंतलाल देसाई
नानपुरा, भारवावाड, सुरत
स्थाय वेन्डर. वा. नं. - 3/174.
कृतज्ञ

Signature



(3)
OF EQUITABLE

223



र. न. :- 4028

02AA 529520

दि :- 9/11/2002 लुन गावरी + सरतरी जंत न.
दसक जेरे 2। अरिधरि 3 - मुन

योगेश पशवंतलाल देसाई
नामपुरा, पारवावास, सुरत
संप वेन्डर. वा. नं - 3/एच.

Mukherjee



(5)
MEMORANDUM OF

222

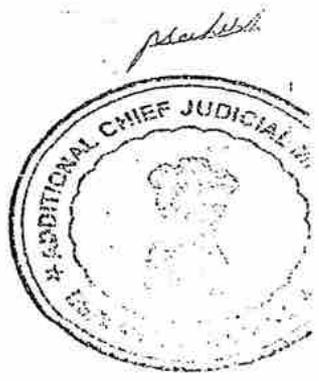


ર.ન. :- 4025

02AA 529522

કા :- 914/2002 યુગ્મ નાગરીક યરતીન વંત ના
હસલ મેલેશી. વાલેશીયુર

મોગેશ વશવંતલાલ દેસાઈ
મનપુરા, ખારવાલા, સુરતના
સ્ટેપ વેન્ટર. લા. નં - 31૯૪.



((7))
TITLE DEEDS

735

((11))

(12) Certified copy Extracts of Resolutions passed by the general bodu of shatrunjay Co-operative Housing society Ltd. in its metting held on date : ..२.०.१.३.१९९२

(13) Zerox Copy of the Registration Certificate of the society.

SIGNED, SEALED AND DELIVERED)
by the withinnamed MORTGAGOR)
SOCIETY, SHATRUNJAY)
CO-OPERATIVE HOUSING SOCIETY)
LIMITED)

through its Hon. Secretary
Shri Ramesh Kanilal Shah
in presece of

1)

2)

SIGNED, SEALED AND DELIVERED)
by the withinnamed MORTGAGEE)

SURAT NAGAIK SAHAKARI BANK LTD.)

in presence of

1) *Dyesh*

2) *AKH*

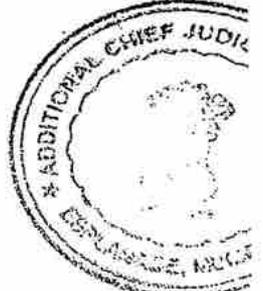
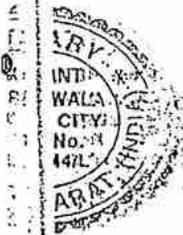


BEFORE ME
Topiwala
(Hemant J. Topiwala)
NOTARY
SURAT CITY
State of Gujarat

- 8 MAY 2002

True COPY

M. Vaid
Surat Nagrik Sahakari Bank Ltd.
11, O. Varachha Road, Surat.



256

N. P. Parmar

(B. E. Civil)

(O) & (R) 7405193

Valuer Regd. No. Cal I - 2313 25-8-03 Valuer Regd. No. 26 Cal I - 1989 Dt. 13-3-89
Est. Duty. Cst. E.D.I. - 905 Dt. 30-8-03 Income Tax [Adm.] Guj, Ahmedabad.

10, Pathik Society
Hemad Sanku Patel Colony,
Narmapura,
Ahmedabad - 380 013.

CONSULTING CIVIL ENGINEER AND GOVT. APPROVED VALUER
Architectural Planning, Structural Designer & Valuation

Date

VALUATION REPORT

The property Residential N.A. land is situated at Mouje : Chekhala,
Taluka : Sanand, Dist. : Ahmedabad at Own N.A. land, Survey No. 229,
Block No. 355/2 in the name of Shetrunjay Co. Op. Hsq. Soc. Ltd.

1. Name of the Regd. Govt. Approved Valuer : Shree N. P. Parmar
2. Purpose of Valuation : Fair Market Value
3. Date of Valuation : 13-04-2007
4. Name of the owner or owners in whose name property stands registered : Shetrunjay Co. Op. Hsq. Soc. Ltd.
5. Situation of the property : On Road Sanand Road, Village : Chekhala
6. Sur. No./F.P.No./I.P.S.No. & Mouje, Taluka & District : Mouje Chekhala, Tal : Sanand, Dist : Ahmedabad, Sur No. 229, Block No. 355/2.
7. Total Land area : 38000 Sq. Mts. = 45496 Sq. Yds.
8. Value of Land area : 45496 sq. yds. @ Rs. 4500 per sq. yds. = Rs. 204,472,000/-
9. Total Built up area : Nil
10. Value of Built up area : Nil



True Copy

M. Mehta
Manager
Surat Nagrik Sahkadi Bank Ltd.
H.O. Varachha Road, Surat.

Surat Nagrik Sahkari Bank Ltd.

Behind Geetanjali Cinema, Varachha Road, Surat – 395006

Date: 14/05/2002

To,
The Respected Talati-cum-Mantri Shri,
Village: Moje Chekhla,
Taluka: Sanand,
District: Ahmedabad

Subject: Regarding the registration of a lien (mortgage) in favor of the bank on the land registered under Revenue Survey Nos. 226, 227, and 229 at Village Moje Chekhla.

Respected Talati Shri,

With due respect, we wish to state the following regarding the above subject:

The land registered under Revenue Survey Nos. 226, 227, and 229 at Village Moje Chekhla, Taluka: Sanand, District: Ahmedabad, which is in the name of Shetrunjay Co. Op. Housing Society Ltd., has been provided to us, the applicant bank, i.e., Surat Nagrik Sahkari Bank Ltd., Surat, as a mortgage against securities amounting to ₹ 16,84,40,658.33. In this regard, the said society has provided a Memorandum of Deposit of Title Deed dated 08/05/2002 to our applicant bank, a copy of which is enclosed herewith.

Kindly take note of this and register the lien (mortgage) in favor of our applicant bank on the land registered under Revenue Survey Nos. 226, 227, and 229.

Yours faithfully,
Surat Nagrik Sahkari Bank Ltd.
Signature: Illegible
Manager

S. N. D.	
3046	1-11
1994	

Sale Deed for Block No. 226

Registration Details

Serial No.: 3046

Year: December 1994

Date and Time: 15th, between 3:00 PM and 4:00 PM

Place: Sub-Registrar Office, Sanand

Fees Paid:

Registration Fee: ₹ 3,225

Copy Fee: ₹ 110

Photo Fee: ₹ 11

Postal Fee: ₹ 15

Total: ₹ 3,350

Parties Involved

Purchaser (First Party):

Shetrunjay Co-operative Housing Society Ltd., registered under the Gujarat Co-operative Societies Act, 1961, on 15/10/1994 with Registration No. P-16892, represented by:

(1) Chairman Shri Hiren Jashwantlal Shah, adult, occupation: trade, Hindu, residing at: 32, Swati Society, St. Xavier's High School Road, Ahmedabad 380014

(2) Secretary Shri Nipulbhai Kumarbhai Shah, adult, occupation: trade, Hindu, residing at: 302, Sughanmal Apartment, Navrangpura, Ahmedabad 380009

Thereafter, our father, Shri Ambalal Umeddas, gifted the said Block No. 226 land to us, Kokilaben, for our maintenance and upkeep in January 1983. This was recorded in the village Form No. 6 under Entry No. 1648 on 23/03/1983. Since then, the said land has been wholly and independently owned, possessed, and enjoyed by us, the Seller Second Party.

We executed an agreement for sale of the said Block No. 226 land to your society on 15/04/1994, registered at the Sub-Registrar Office, Sanand, under Serial No. 676 on the same date. Due to further financial needs, we handed over vacant and physical possession of the said land to your society on 16/08/1994 and received an additional ₹ 63,000/- (Rupees Sixty-Three Thousand) via Bank of Maharashtra cheque No. 6562 as part of the sale consideration. A possession agreement was also executed and provided to you.

To obtain permission for non-agricultural use of Block No. 226, a plan was prepared and submitted to the Sanand Taluka Panchayat Office on 06/07/1994. The plan was approved, and permission for non-agricultural use was granted by the Taluka Development Officer, Sanand Taluka Panchayat, vide order No. Ta.Pan./Jaman/Bakhap/S.R.121/34/93-94 dated 22/08/1994. Subsequently, materials such as soil, bricks, and stones were brought to the site, and non-agricultural use has commenced and continues at the site.

Land Details:

Village: Chekhla

Block No.: 226

Area: 1 hectare, 65 ares, 92 square meters

Type: Government

For registering the said land in your name in government or panchayat records, we shall provide all necessary signatures, presence, or acknowledgments as required.

Details of Consideration Received:

₹ 42,000/- (Rupees Forty-Two Thousand), paid by your society's promoters via United Bank of India cheque No. 021303 on 15/04/1994, acknowledged by us as part of the sale consideration.

₹ 63,000/- (Rupees Sixty-Three Thousand), paid by your society's promoters via Bank of Maharashtra cheque No. 6562 on 16/08/1994, when possession was handed over, acknowledged by us as part of the sale consideration.

₹ 1,05,000/- (Rupees One Lakh Five Thousand), paid by your society via Ahmedabad District Co-operative Bank cheque No. 226654 on the date of this deed.

Total: ₹ 2,10,000/- (Rupees Two Lakh Ten Thousand), fully received from you.

We have provided you with the final Record of Rights and copies of changes in the property card. No other documents related to the said land are in our possession, nor have we provided or transferred them to anyone else. The said land has no encumbrances, liens, charges, claims, or rights of any kind from others, nor is it subject to acquisition, requisition, or reservation. No court or institution has issued any prohibition order against its sale, nor have we received any notice to that effect. We assure you of clear title and undertake to bear all costs and compensate for any losses arising from future claims against the title.

All expenses for this sale deed, including stamp duty, registration fees, typing charges, etc., have been borne solely by you, the Purchaser First Party.

Sale Deed for Block No. 229

Registration Details

Serial No.: 3044

Year: December 1994

Date and Time: 15th, between 3:00 PM and 4:00 PM

Place: Sub-Registrar Office, Sanand

Fees Paid:

Registration Fee: ₹ 7,225

Copy Fee: ₹ 130

Photo Fee: ₹ 13

Postal Fee: ₹ 15

Total: ₹ 7,420

Parties Involved

Purchaser (First Party):

Shetrunjay Co-operative Housing Society Ltd., registered under the Gujarat Co-operative Societies Act, 1961, on 15/10/1994 with Registration No. P-16892, represented by:

(1) Chairman Shri Hiren Jashwantlal Shah, adult, occupation: trade, Hindu, residing at: 32, Swati Society, St. Xavier's High School Road, Ahmedabad 380014

(2) Secretary Shri Nipulbhai Kumarbhai Shah, adult, occupation: trade, Hindu, residing at: 302, Sukanmal Apartment, Navrangpura, Ahmedabad 380009

assigned Block No. 229. This was recorded in the village Form No. 6 under Entry No. 1147 on 20/10/1974.

After our father, Shri Ambalal Umeddas Patel, passed away in Chekhla village on 12/11/1987, the said Block No. 229, along with other lands, came into the ownership, possession, and enjoyment of his heirs: (1) Chanchalben, widow of Ambalal Umeddas, (2) Natwarlal Ambalal, (3) Ishwarlal Ambalal, (4) Ramanlal Ambalal, (5) Hiralal Ambalal, (6) us, Amrutlal Ambalal, and (7) Kokilaben, daughter of Ambalal Umeddas. This was recorded in the village Form No. 6 under Entry No. 1978 on 30/01/1988. Subsequently, all the aforementioned persons willingly relinquished their rights and shares in the said land in favor of us, Amrutlal Ambalal, as recorded in the village Form No. 6 under Entry No. 1979 on 30/01/1988. Since then, the said Block No. 229 has been wholly and independently owned, possessed, and enjoyed by our Hindu Undivided Family.

Due to the legal needs of our Hindu Undivided Family, for the benefit of the property, for the maintenance of the family, for the education and clothing of the minor, and to settle the family's debts, we decided to sell the said land. We executed an agreement for sale of the said Block No. 229 to your society on 15/04/1994, registered at the Sub-Registrar Office, Sanand, under Serial No. 675 on the same date. Due to further financial needs, we handed over vacant and physical possession of the said land to your society on 16/08/1994 and received an additional ₹ 1,44,000/- (Rupees One Lakh Forty-Four Thousand) via two separate cheques as part of the sale consideration. A possession agreement was also executed and provided to you.

To obtain permission for non-agricultural use of Block No. 229, a plan was prepared and submitted to the Sanand Taluka Panchayat Office on 06/07/1994. The plan was approved, and permission for non-agricultural use was granted by the Taluka Development Officer, Sanand Taluka Panchayat, vide order No.

for any damages. You may enjoy the land, construct on it, reside or settle others, use it as you deem fit, and any benefits derived from it are yours.

The said Block No. 229 is intersected by the Sanand-Kalol State Highway, and any compensation or benefits from the land acquired for the road shall be received by you, the Purchaser First Party.

All taxes, assessments, panchayat taxes, etc., for the said land up to the present date have been paid by us, the Seller Second Party. Any outstanding amounts shall be our responsibility. All future taxes, assessments, panchayat taxes, government taxes, or other levies shall be your responsibility.

For registering the said land in your name in government or panchayat records, we shall provide all necessary signatures, presence, or acknowledgments as required.

Details of Consideration Received:

₹ 96,000/- (Rupees Ninety-Six Thousand), paid by your society's promoters via Maharashtra Bank cheque No. 035945 on 15/04/1994, acknowledged by us as part of the sale consideration.

₹ 1,44,000/- (Rupees One Lakh Forty-Four Thousand), paid by your society's promoters via two separate cheques on 16/08/1994, when possession was handed over, acknowledged by us as part of the sale consideration.

₹ 2,40,000/- (Rupees Two Lakh Forty Thousand), paid by your society via Ahmedabad District Co-operative Bank cheque No. 226654 on the date of this deed.

Total: ₹ 4,80,000/- (Rupees Four Lakh Eighty Thousand), fully received from you.

Sale Deed for Block No. 227

Registration Details

Serial No.: 3047

Year: December 1994

Date and Time: 15th, between 3:00 PM and 4:00 PM

Place: Sub-Registrar Office, Sanand

Fees Paid:

Registration Fee: ₹ 6,735

Copy Fee: ₹ 120

Photo Fee: ₹ 10

Postal Fee: ₹ 15

Total: ₹ 6,870

Parties Involved

Purchaser (First Party):

Shetrunjay Co-operative Housing Society Ltd., registered under the Gujarat Co-operative Societies Act, 1961, on 15/10/1994 with Registration No. P-16892, represented by:

- (1) Chairman Shri Hiren Jashwantlal Shah, adult, occupation: trade, Hindu, residing at: 32, Swati Society, St. Xavier's High School Road, Ahmedabad 380014
- (2) Secretary Shri Nipulbhai Kumarbhai Shah, adult, occupation: trade, Hindu, residing at: 302, Suganmal Apartment, Navrangpura, Ahmedabad 380009

said land was assigned Block No. 227. This was recorded in the village Form No. 6 under Entry No. 1147 on 20/10/1974.

Thereafter, we, the Seller Second Party, purchased the said Block No. 227 land from the aforementioned persons through a registered conditional sale deed on 09/05/1980, recorded in the village Form No. 6 under Entry No. 1426 on 25/05/1980. Subsequently, the said persons executed a permanent sale deed in our favor on 02/06/1989, recorded in the village Form No. 6 under Entry No. 2104 on 07/07/1989. Since then, the said Block No. 227 has been wholly and independently owned, possessed, and enjoyed by us.

We executed an agreement for sale of the said Block No. 227 to your society on 15/04/1994, registered at the Sub-Registrar Office, Sanand, under Serial No. 677 on the same date. Due to further financial needs, we handed over vacant and physical possession of the said land to your society on 16/08/1994 and received an additional ₹ 1,33,200/- (Rupees One Lakh Thirty-Three Thousand Two Hundred) via three separate cheques as part of the sale consideration. A possession agreement was also executed and provided to you.

To obtain permission for non-agricultural use of Block No. 227, a plan was prepared and submitted to the Sanand Taluka Panchayat Office on 06/07/1994. The plan was approved, and permission for non-agricultural use was granted by the Taluka Development Officer, Sanand Taluka Panchayat, vide order No. Ta.Pan./Jaman/Bakhap/S.R.121/34/93-94 dated 22/08/1994. Subsequently, materials such as soil, bricks, and stones were brought to the site, and non-agricultural use has commenced and continues at the site.

Land Details:

Village: Chekhla

For registering the said land in your name in government or panchayat records, we shall provide all necessary signatures, presence, or acknowledgments as required.

Details of Consideration Received:

₹ 88,800/- (Rupees Eighty-Eight Thousand Eight Hundred), paid by your society's promoters via United Bank of India, Bhadra Branch, cheque No. 020267 on 15/04/1994, acknowledged by us as part of the sale consideration.

₹ 1,23,200/- (Rupees One Lakh Twenty-Three Thousand Two Hundred), paid by your society's promoters via three separate cheques on 16/08/1994, when possession was handed over, acknowledged by us as part of the sale consideration.

₹ 2,22,000/- (Rupees Two Lakh Twenty-Two Thousand), paid by your society via Ahmedabad District Co-operative Bank cheque No. 226654 on the date of this deed.

Total: ₹ 4,44,000/- (Rupees Four Lakh Forty-Four Thousand), fully received from you.

We have provided you with the final Record of Rights and copies of changes in the property card. No other documents related to the said land are in our possession, nor have we provided or transferred them to anyone else. The said land has no encumbrances, liens, charges, claims, or rights of any kind from others, nor is it subject to acquisition, requisition, or reservation. No court or institution has issued any prohibition order against its sale, nor have we received any notice to that effect. We assure you of clear title and undertake to bear all costs and compensate for any losses arising from future claims against the title.

First Information Report (FIR)

Under Section 154 of the Criminal Procedure Code for a Cognizable Offense

FIR No.: 274/2002

Sub-Division: Varachha Police Station

District: Surat

Date and Time of Offense: From 06/12/2001 to the present date

1. **Date and Time of Reporting:** 06/08/2002 at 10:15 AM
2. **Place of Offense, Distance, and Direction from Police Station:** Surat Nagrik Sahkari Bank Ltd., behind Geetanjali Cinema, Varachha Road, 2 furlongs north of Sardar Chowki Police Station
3. **Date of Dispatch from Police Station:** 06/08/2002
4. **Name and Address of Informant/Complainant:** I, Shri Naineshbhai Arvindbhai Chitaniya, aged approximately 33 years, occupation: service, residing at: 27/C, Samrat Apartment, Fifth Floor, Soni Faliya, Surat, Authorized Officer of Surat Nagrik Sahkari Bank Ltd.
5. **Names and Addresses of the Accused:**
 - (1) Home Trade Limited, Head Office: J-5, Vashi Railway Station Complex, Mumbai 400703
 - (2) Shri Nand Kishor Shankarlal Trivedi, aged approximately 45 years, occupation: trade, residing at: Dev Bhuvan, Second Floor, Room No. 32, Gajdar Street, Chira Bazaar, Mumbai 400002
 - (3) Shri Ketan Kantilal Seth, aged approximately 40 years, occupation: trade, residing at: 193, Lalit Kutir, C.H.S., Third Floor, Gulmohar Cross Road No. 9, J.V.P.D. Scheme, Andheri West, Mumbai 400049

- (15) Smt. Shilpa Hiten Shah, adult, occupation: trade, residing at: 102, Gandhi Niwas, Ashok Nagar Road, Vakola, Santacruz, Mumbai 400055
- (16) Smt. Jagruti Ketan Seth, adult, occupation: trade, residing at: 193, Lalit Kutir (C.H.S.), Third Floor, Gulmohar Cross Road No. 9, J.V.P.D., Mumbai 400049
- (17) Ms. Kanan Mevawala, aged approximately 28 years, occupation: trade, residing at: Jayant Mahal, Fifth Floor, opposite Wankhede Stadium, Marine Drive, Mumbai
- (18) Shri Ketan R. Maskariya, aged approximately 35 years, occupation: trade, current residential address unknown, Mumbai
- (19) Shri Niraj A. Surati, aged approximately 34 years, occupation: trade, residing at: Surya Flats, First Floor, Surya Shopping Complex, Bharuch, District: Bharuch
- (20) Smt. Kruti Niraj Surati, adult, occupation: trade, residing at: Surya Flats, First Floor, Surya Shopping Complex, Bharuch, District: Bharuch

6. Brief Description of the Offense, Including Sections and Details of Property Taken, if Any:

The accused, with the intent to defraud from the outset, were not authorized by SEBI to deal in government securities, yet they provided a false SEBI certificate and conducted transactions with me, the complainant. They did not possess any government securities nor had they entered into contracts with others to purchase them, yet they provided false contracts and documents, knowing them to be fraudulent. All the aforementioned accused, in collusion and with mutual assistance, made false representations and promises to me from the outset, with dishonest intentions to deceive and defraud, misappropriating a significant sum of ₹ 16,09,60,500/- (Rupees Sixteen Crore Nine Lakh Sixty Thousand Five Hundred). This constitutes offenses under Sections 406, 420, 409, 465, 467, 468, 471, and 114 of the Indian Penal Code.

Police Report

To:

The Respected Police Inspector Sahib
Varachha Police Station, Surat

Subject: Report with respectful salutations

With Jai Bharat, I, Assistant Police Constable Shailesh Kalubhai, Badge No. 3132, respectfully report the following:

Today, on 06/08/2002, you, the respected Police Inspector Sahib of Varachha Police Station, orally instructed us to visit the Surat Nagrik Sahkari Bank, Varachha Branch, and inform Shri Naineshbhai Arvindbhai Chitaniya to immediately meet the Head Constable Sahib at Varachha Police Station. Upon investigation at the Varachha Branch, we learned that he had been transferred to the Bhagal Branch on 01/04/2002. Consequently, we contacted Shri Naineshbhai Arvindbhai Chitaniya at the Bhagal Branch via telephone number 7412853 and informed him to urgently visit Varachha Police Station to meet the Police Constable Sahib. This matter has been noted, and an entry was made in the Telephone Report Book under Entry No. 955/02.

This is for your information.

Date: 06/08/2002

Signature: Illegible
Assistant Police Constable
Varachha Police Station
Surat City
Badge No. 3132

In the Court of the Honorable Chief Judicial Magistrate, Gandevi
Criminal Case No. 4002/03

Complainant: The State

Versus

Accused: Ketanbhai Rameshbhai Mashkariya

It is submitted on behalf of the surety in the above matter that the accused in this case does not possess a passport. This is for Your Honor's kind information.

Signature/- Illegible

Signature of the Surety

Signature/- Illegible

Signature of the Accused's Wife

Signature/- Illegible
Chief Judicial Magistrate
Gandevi

Presented at the Sub-Registrar's Office, Sanand

On 15th December 1994, between 3:00 PM and 4:00 PM

Serial No. 3044

Purchaser (First Party)

Shetrunjay Co-operative Housing Society Ltd., a society registered under the Gujarat Co-operative Societies Act, 1961, on 15-10-1994 with Registration No. P-16892, represented by:

1. **Chairman Shri Hiren Jashwantlal Shah**, adult, occupation: business, Hindu by caste, residing at 32, Swati Society, Near St. Xavier's High School Road, Ahmedabad 14.
2. **Secretary Shri Nipulbhai Kumarbhai Shah**, adult, occupation: business, Hindu by caste, residing at 302, Sumangal Apartment, Navrangpura, Ahmedabad 380009.

Hereinafter referred to in this document as the "Purchaser First Party," which term includes Shetrunjay Co-operative Housing Society Ltd., its current and future members, office-bearers, etc.

Vendor (Second Party)

1. **Shri Amrutlal Ambalal Patel**, acting for himself, as the Karta of the Hindu Undivided Family (HUF), and as the guardian of minor Amrutlal, aged approximately 30 years, occupation: agriculture.
2. **Smt. Jyotsnaben Amrutlal Patel**, wife of Amrutlal Ambalal Patel, aged approximately 27 years, occupation: agriculture. Both Hindu by caste, residing at Village Chekhala, Taluka Sanand, District Ahmedabad.

Hereinafter referred to in this sale deed as the "Vendor Second Party," which term includes Amrutlal Ambalal, Jyotsnaben Amrutlal, and their heirs, successors, etc.

then, the said Block No. 229 has been under the complete independent ownership, possession, and enjoyment of the Hindu Undivided Family of the Vendor Second Party.

5. Due to the legal necessities of the Vendor's Hindu Undivided Family, for the benefit of the property, for the maintenance of the family, for the education and clothing of the minor, and to clear the debts of the family, the need arose to sell the said land. Accordingly, we, the Vendor, decided to sell the said land to you, the Purchaser. An agreement to sell (Banakhat) was executed on 15-04-1994 and registered with the Sub-Registrar, Sanand, on the same date under Serial No. 675. Subsequently, due to further financial needs, we handed over vacant and physical possession of the said land to the Purchaser Society on 16-08-1994. In consideration of the sale, we received an additional Rs. 1,44,000/- (Rupees One Lakh Forty-Four Thousand) from the Purchaser through two separate cheques, and a possession agreement was executed in your favor.
6. To obtain permission for non-agricultural use of the said Block No. 229, a plan was prepared and submitted to the Sanand Taluka Panchayat Office on 06-07-1994. The plan was approved, and permission for non-agricultural use was granted by the Taluka Development Officer, Sanand Taluka Panchayat, vide order No. Ta.Pan./Jamin/Bakhap/S.R.121/934/93-94 dated 22-08-1994. Thereafter, materials such as soil, bricks, and stones were brought to the site, and non-agricultural use commenced, which continues at the site to date.
7. The details of the land and its boundaries are as follows:

Village	Block No.	Area (Hectare-Are-Sq.M.)	Assessment (Rs. Paise)	Type
Chekhala	229	3-80-40	-	Government

Boundaries:

- **East:** Boundary of Godhani
- **West:** Block No. 231

11. To transfer the said land to your name in government records, panchayat records, etc., we shall provide our signatures, presence, acknowledgments, or any other requirements as needed.

12. Details of Consideration:

- **Rs. 96,000/-** (Rupees Ninety-Six Thousand) paid by the Purchaser Society through its promoters via Maharashtra Bank Cheque No. 035945 dated 15-04-1994, received by us as part of the sale consideration.
- **Rs. 1,44,000/-** (Rupees One Lakh Forty-Four Thousand) paid by the Purchaser Society through its promoters via two separate cheques on 16-08-1994, when possession was handed over, received by us as part of the sale consideration.
- **Rs. 2,40,000/-** (Rupees Two Lakh Forty Thousand) paid by the Purchaser Society to us, the Vendor Second Party, today via Ahmedabad District Co-operative Bank Cheque No. 226654. Thus, the total consideration of **Rs. 4,80,000/-** (Rupees Four Lakh Eighty Thousand) has been fully received by us from you.

13. We have provided you with the latest Record of Rights copy and mutation copies of the said land. No other documents or papers related to the said land are in our possession, nor have we handed over or assigned any to anyone else. The said land has not been sold or transferred to anyone else in any manner. Apart from us, no one else has any claim, right, share, interest, lien, encumbrance, charge, possession right, or any other relation to the said land. The said land is not under any acquisition, requisition, or reservation, nor is there any court or institutional prohibition against its sale. No notice regarding such matters has been served on us. We assure you of the clear title of the said land and have sold it to you after receiving the consideration amount. If any objection, dispute, or claim arises in the future regarding the title of the said

All Communications Should
be Addressed to Registrar
by Designation and not by
Name.
Pin Code - 110001

Delivery Mode: 411
Registered/Most Urgent

D. No. 19293/2021 /SEC-
XVI-A
SUPREME COURT OF
INDIA
NEW DELHI
22nd September, 2021

From:
The Assistant Registrar,
Supreme Court of India, New Delhi.

To,

1 THE COURT OF ADDITIONAL
CHIEF JUDICIAL
MAGISTRATE/JUDICIAL
MAGISTRATE FIRST CLASS, SURAT,
GUJARAT.

(REF.: - CRIMINAL CASE NO.
100521/2003 (@ FIR NO. 274/2002
DATED 06.08.2002 REGISTERED AT
PS VARACHHA, SURAT))

PID: 108066/2021 FOR S.NO. 2 IN
ATTACHED NOTICE IN
T.P.(CRL.) NO.333-348/2021 (SEC
XVI-A)

2 THE COURT OF ADDITIONAL
CHIEF JUDICIAL MAGISTRATE,
ANAND, GUJARAT.

(REF.: - CRIMINAL CASE NO.
1578/2006 (@ FIR/M. CASE NO.
29/2002 DATED 13.06.2002
REGISTERED AT POLICE STATION,
VIDYA NAGAR, ANAND))

PID: 108067/2021 FOR S.NO.
3 IN ATTACHED NOTICE IN
T.P.(CRL.) NO.333-348/2021
(SEC XVI-A)

3 THE COURT OF ADDITIONAL
CHIEF METROPOLITAN
MAGISTRATE,
PATIALA HOUSE COURT, NEW
DELHI.

(REF.: - CRIMINAL CASE NO.
40449/2016 (@ FIR NO. 280 OF 2002
DATED 04.05.2002 REGISTERED AT
POLICE STATION CONNAUGHT
PLACE, NEW DELHI))

PID: 108068/2021 FOR S.NOS.
5 TO 7 IN ATTACHED
NOTICE IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-
A)

4 THE COURT OF CHIEF
METROPOLITAN MAGISTRATE,
SAKET COURT, NEW DELHI.

(REF.: - CRIMINAL CASE NO.

PID: 108069/2021 FOR S.NOS.
5 TO 7 IN ATTACHED
NOTICE IN T.P.(CRL.)
NO.333-348/2021 (SEC XVI-
A)

9 THE COURT OF 3RD JUDICIAL
MAGISTRATE FIRST CLASS,
SHIVAJI NAGAR, PUNE,
MAHARASHTRA.

PID: 108074/2021 FOR S.NOS.
5 TO 7, 18, 46 AND 48 TO 51
IN ATTACHED NOTICE IN
T.P.(CRL.) NO.333-348/2021
(SEC XVI-A)

(REF:- CRIMINAL CASE NO.
357/2002 (@ FIR AT C.R. NO. 65 OF
2002 DATED 15.05.2002 REGISTERED
AT PS VISHRAMBAUG, PUNE))

TRANSFER PETITION (CRIMINAL) No(s) 333-348 OF 2021

WITH

IA No. 105293/2021- APPLICATION FOR STAY

KETAN KANTILAL SETH

VERSUS

THE STATE OF GUJARAT ETC.

... Petitioner(s)/Appellant(s)

... Respondent(s)

Sir,

The matter above mentioned after notice was listed before the Hon'ble Court on 09th September, 2021, with the service position when the following order was passed:

"Heard learned senior counsel for the petitioner.

Issue notice, returnable within six weeks.

The other co-accused also be served through the respective Trial Courts."

WHEREAS in the aforementioned petition it has been ordered that the notice be served upon the other co-accused through the respective / concerned Trial Courts. Therefore, notice(in duplicate) is being sent to you for effecting service on the respective co-accused/respondents (S.nos. of co-accused/respondents in the notice to be served are mentioned before the address of each trial Court.)

You are requested to kindly get the notice served in accordance with the law and submit the service report (Particularly in English Language) to this Hon'ble Court well before the next date of hearing i.e. 29th October, 2021.

Please treat this as "Most Urgent".

Kindly acknowledge receipt.

Yours faithfully,
ASSISTANT REGISTRAR

- 4 GOVT. OF NCT DELHI,
THROUGH PRINCIPAL SECRETARY
HOME DEPARTMENT, I.P. ESTATES,
NEW DELHI
PID: 106898/2021 FOR
RESPONDENT NO. 1 IN
T.P.(CRL.) NOS.
342-343/2021 (SEC XVI-A)
- 5 SANJAY HARIRAM AGARWAL,
R/O 4, SHIVAM PALACE,
GROUND FLOOR,
CHAKRADHAR NAGAR,
NALLASOPARA (WEST),
DISTRICT- PALGHAR,
MAHARASHTRA - 401203
PID: 106899/2021 FOR
RESPONDENT NO. 2 IN
T.P.(CRL.) NOS.
342-344/2021, FOR
RESPONDENT NO. 4 IN
T.P.(CRL.) NO. 345/2021,
FOR R[21] IN T.P.(CRL.)
NO. 346/2021, FOR R[2]
IN T.P.(CRL.) NOS.
347-348/2021 (SEC XVI-A)
- 6 NANDKISHOR SHANKARLAL
TRIVEDI,
R/O 3A, PUSHAM, 6, KHANDUBAI
DESAI ROAD, VILE PARLE (WEST),
MUMBAI, MAHARASHTRA - 400056
PID: 106900/2021 FOR
R[3] IN T.P.(CRL.) NOS.
342-343/2021, FOR R[4] IN
T.P.(CRL.) NO. 344/2021,
FOR R[9] IN T.P.(CRL.)
NO. 345/2021, FOR R[23]
IN T.P.(CRL.) NO.
346/2021, FOR R[14] IN
T.P.(CRL.) NO. 347/2021,
FOR R[9] IN T.P.(CRL.)
NO. 348/2021 (SEC XVI-
A)
- 7 SUBODH CHANDRAYAL BHANDARI,
R/O 703-G, GOVIND COMPLEX,
SECTOR-14, VASHI, NAVI MUMBAI,
MAHARASHTRA
PID: 106901/2021 FOR
R[4] IN T.P.(CRL.) NO.
342-343/2021, FOR R[3] IN
T.P.(CRL.) NO. 344/2021,
FOR R[8] IN T.P.(CRL.)
NO. 345/2021, FOR R[22]
IN T.P.(CRL.) NO.
346/2021, FOR R[3] IN
T.P.(CRL.) NO. 347/2021,
FOR R[4] IN T.P.(CRL.)
NO. 348/2021 (SEC XVI-A)
- 8 THE STATE OF WEST BENGAL,
THROUGH PRINCIPAL SECRETARY
NABANNA, 13TH FLOOR,
325, SARAT CHATTERJEE ROAD,
P.S. SHIBPUR, HOWRAH, WEST
BENGAL - 711102
PID: 106902/2021 FOR
R[1] IN T.P.(CRL.) NO.
344/2021 (SEC XVI-A)
- 9 MAHINDRA CHANGALIA,
DIRECTOR OF GILTEDGE
MANAGEMENT SERVICES LTD.
R/O 7107, AUTOWN GROVE,
HOISTOR,
PID: 106903/2021 FOR
R[5] IN T.P.(CRL.) NO.
344/2021 (SEC XVI-A)

- 17 AMIT SITAPATI VARMA,
R/O 103, MRUNAL APARTMENT,
DEEPKUNJ SOCIETY, RAJNAGAR,
PALDI,
AHMEDABAD, GUJARAT
PID: 106911/2021 FOR
R[7] IN T.P.(CRL.) NO.
345/2021 (SEC XVI-A)
- 18 KANAN VASANT MEVAVAL
(MEWAWALA),
R/O 27B, SANJAY MAHAL, B-ROAD,
MARINE DRIVE, NEXT TO
WANKHEDE STADIUM,
DISTRICT- MUMBAI,
MAHARASHTRA
PID: 106912/2021 FOR
R[10] IN T.P.(CRL.) NO.
345/2021 (SEC XVI-A)
- 19 SURESH DAMODAR PESHKAR,
60/B, SNEHA SAVARDHA HOUSING
SOCIETY, JAY PRAKASH NAGAR,
KHAMLA,
NAGPUR, MAHARASHTRA
PID: 106913/2021 FOR
R[11] IN T.P.(CRL.) NO.
345/2021 (SEC XVI-A)
- 20 VASANTRAO PANDURANGJI
SAVURKAR,
R/O GURUKRIPA BUILDING, BHAJI
BAZAR,
DISTRICT- AMRAVATI,
MAHARASHTRA
PID: 106914/2021 FOR
R[2] IN T.P.(CRL.) NO.
346/2021 (SEC XVI-A)
- 21 ISHWARDAS RAOSAHEB DHAM,
R/O HIRVYA BUILDING, S.T. STAND
ROAD,
DISTRICT- AMRAVATI,
MAHARASHTRA
PID: 106915/2021 FOR
R[3] IN T.P.(CRL.) NO.
346/2021 (SEC XVI-A)
- 22 SADASHIV PUNJIPANT MASKARE,
R/O VILAS NAGAR, PATRAKAR
COLONY,
DISTRICT- AMRAVATI,
MAHARASHTRA
PID: 106916/2021 FOR
R[4] IN T.P.(CRL.) NO.
346/2021 (SEC XVI-A)
- 23 GHANSYAM LAHANUJI MUDGAL,
R/O NEELKANTH CHOWK,
BHUDHWARA,
DISTRICT- AMRAVATI,
MAHARASHTRA
PID: 106917/2021 FOR
R[5] IN T.P.(CRL.) NO.
346/2021 (SEC XVI-A)
- 24 BHOJRAJ BHAIYALALJI GUP'IA,
CHUNABHATTI, NEAR JUNEE
SAMARTH HIGH SCHOOL,
DISTRICT- AMRAVATI,
MAHARASHTRA
PID: 106918/2021 FOR
R[6] IN T.P.(CRL.) NO.
346/2021 (SEC XVI-A)

DISTRICT- AMRAVATI,
MAHARASHTRA

- 35 SUDHAKAR NARAYAN JOSHI,
MANAGING DIRECTOR
AMRAVATI PEOPLES COOPERATIVE
BANK LTD., GANESH COLONY,
DISTRICT- AMRAVATI,
MAHARASHTRA - 444601
PID: 106929/2021 FOR
R[17] IN T.P.(CRL.) NO.
346/2021 (SEC XVI-A)
- 36 DATTATRAYA NAGDEORAO
MAVALKAR,
R/O GANESH VIHAR,
DISTRICT- AMRAVATI,
MAHARASHTRA
PID: 106930/2021 FOR
R[18] IN T.P.(CRL.) NO.
346/2021 (SEC XVI-A)
- 37 SHRIKANT TRYAMBAKARAO
UTIKAR,
R/O KISHNARPAN COLONY,
DISTRICT- AMRAVATI,
MAHARASHTRA
PID: 106931/2021 FOR
R[19] IN T.P.(CRL.) NO.
346/2021 (SEC XVI-A)
- 38 PRAKASH GANESH AFLE,
R/O 12, KALIKA APARTMENT,
PAINAGAR, CHINCHWAD, PUNE-33,
MAHARASHTRA
PID: 106932/2021 FOR
R[4] IN T.P.(CRL.) NO.
347/2021 (SEC XVI-A)
- 39 MANCHAND CHOTURAM
AGARWAL,
R/O. VATIKA, PLOT NO. 31, SECTOR
NO. 24, TILAK ROAD
PRADHIKARAN, NIGADI, PUNE-44,
MAHARASHTRA
PID: 106933/2021 FOR
R[5] IN T.P.(CRL.) NO.
347/2021 (SEC XVI-A)
- 40 SUNIL PRATAP MADAKIKAR,
R/O. PLOT NO. 45, SECTOR NO. 27,
PRADHIKARAN, NAGADI, PUNE-44,
MAHARASHTRA
PID: 106934/2021 FOR
R[6] IN T.P.(CRL.) NO.
347/2021 (SEC XVI-A)
- 41 ASHOK RAMAKRISHNA KULKARNI,
R/O. PRASAD, SCHEME NO. 3, WARD
NO. 32,
NEXT TO YAMUNA NAGAR, NIGADI,
PUNE 44,
MAHARASHTRA
PID: 106935/2021 FOR
R[7] IN T.P.(CRL.) NO.
347/2021 (SEC XVI-A)
- 42 LALITKUMAR MOHANLAL
LUVNATH,
R/O.1/2, CHANDRALOK CHS
MAHAVIR PARK, MAHAVIR NAGAR,
CHINCHWAD, PUNE-19,
PID: 106936/2021 FOR
R[8] IN T.P.(CRL.) NO.
347/2021 (SEC XVI-A)



NAGAR,
PUNE, MAHARASHTRA

- 50 DILIP VENKATDAS PAREKH,
R/O. SURYAPRAKASH, C-3,
MARKETSIDE ROAD, PUNE 37,
MAHARASHTRA
PID: 106944/2021 FOR
R[6] IN T.P.(CRL.) NO.
348/2021 (SEC XVI-A)
- 51 KESHAV BHAGWAN SALUNKE,
1728, SADASHIV PETH, PRIYANKA
APARTMENT, FLAT NO. 5, PUNE - 30,
MAHARASHTRA
PID: 106945/2021 FOR
R[7] IN T.P.(CRL.) NO.
348/2021 (SEC XVI-A)
- 52 MR. ANIRUDDHA P. MAYEE,
ADVOCATE/STANDING COUNSEL
FOR THE STATE OF GUJARAT ,
413, NEW LAWYERS CHAMBERS,
M.C. SETALVAD BLOCK, BHAGWAN
DASS ROAD, NEW DELHI 110001.
EMAIL :-
APMAYEE@HOTMAIL.COM
PID: 106946/2021 IN
T.P.(CRL.)
NO.333-348/2021 (SEC
XVI-A)
- 53 MR. B.V. BALARAM DAS,
ADVOCATE/STANDING COUNSEL
FOR NCT OF DELHI,
CENTRAL AGENCY, SCI
PID: 106947/2021 IN
T.P.(CRL.)
NO.333-348/2021 (SEC
XVI-A)
- 54 M/S. PLR CHAMBERS AND CO.,
ADVOCATES/STANDING COUNSEL
FOR THE STATE OF WEST BENGAL ,
PLR CHAMBERS AND CO. LOWER
GROUND FLOOR, 8B,JANGPURA
B,MATHURA ROAD NEW DELHI.
EMAIL :-
LITIGATION@PLRCHAMBERS.COM
PID: 106948/2021 IN
T.P.(CRL.)
NO.333-348/2021 (SEC
XVI-A)
- 55 MR. SACHIN PATIL,
ADVOCATE/STANDING COUNSEL
FOR THE STATE OF
MAHARASHTRA,
A/3, SAHYADRI APARTMENT, PLOT
NO 9A, LP EXTENSION, DELHI-92.
EMAIL :
GOVTADVDELHI@GMAIL.COM
PID: 106949/2021 IN
T.P.(CRL.)
NO.333-348/2021 (SEC
XVI-A)

NOW, THEREFORE, TAKE NOTICE that the above petition along with application for stay will be posted for hearing before this Court on the 29th October, 2021 and will be taken up by this Court on that day at 10.30 O'Clock in the forenoon or so soon thereafter as may be convenient to the court when you may appear before this Court either in person or through an Advocate on record of this Court duly appointed by you in that behalf and show cause to the Court as to why the prayer made in the transfer petition and application for stay may not be granted to the petitioner above-named.

You may file affidavit in opposition to the petition, as provided under Rule 3 Order XXXIX, S.C.R. 2013, not later than four days before the date appointed for hearing of the petition.

TAKE FURTHER NOTICE that if you fail to enter appearance, as aforesaid, no further notice shall be given to you and the matter above-mentioned shall be disposed of in your absence.

Dated this the 22nd September, 2021


ASSISTANT REGISTRAR

Important Notice (Except S. Nos. 1, 4, 8, 12 & 52 to 55)

LEGAL AID

(1) Legal Services of an advocate is provided by the Supreme Court Legal Services Committee and the Supreme Court Middle Income Group Legal Aid Society to eligible litigants.

For further information, please contact the Secretary, Supreme Court Legal Services Committee or the Member Secretary, Supreme Court Middle Income Group Legal Aid Society, 107-108, Lawyers' Chambers, R.K. Jain Block - Near Post Office, Supreme Court Compound, Tilak Marg, New Delhi-110001 (Tel Nos. 011-23388316, 23388597)

MEDIATION

(2) The facility of amicable settlement of disputes by trained mediators in cases pending in the Supreme Court is now available in the Supreme Court.

For further information, please contact the Coordinator, Supreme Court Mediation Centre, 109, Lawyers' Chambers, R.K. Jain Block - Near Post Office, Supreme Court Compound, Tilak Marg, New Delhi-110001 (Tel No. 011-23071432)

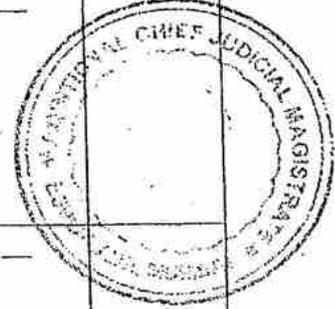
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(c) Mobile phone number:	N.A.
4.(a) Main category classification	14
(b) Sub classification:	1412
5. Not to be listed before:	N.A.
6. (a) Similar disposed of matter with citation, if any & case details:	No similar disposed of matter
(b) Similar pending matter with case details	No Similar Pending matter
7. Criminal Matters:	Yes
(a) Whether accused/convict has surrendered: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N.A.	
(b) FIR No. CR No.1 - 64/2002 dt. 30.07.02, ICR No. 274/02 dt. 2.7.02, CR No. 1-226/02 dt. 30.08.02, I-274/02 dt. 6.8.02, FIR/M/Case No.3/02 dt. 16.7.02, I-93/02 dt. 18.8.02, CR No. I-119/02 dt. 10.6.02, FIR/M. Case No.29/02 dt. 13.06.02, FIR/M. Case No.22/02 dt. 7.6.02, 280/02 dt. 4.5.02, 242/02 dt. 17.6.02, 298/02 dt. 22.8.02, 97/02 dt. 25.4.02; CR No. 101/02 dt. 29.4.02, 75/02 dt. 15.5.02, 102/02 dt. 8.5.02, CR No. 65/02 dt. 15.5.02, CR No.81/02 dt. 16.5.02, CR No.298/04 dt. 5.8.04 and CR No. 83/05 dt. 17.2.05.	
(c) Police Station:	Udhana Surat Gujarat, Umra Surat Gujarat, Rander Surat Gujarat, Varaccha Surat Gujarat, Navsari Gujarat, Valsad Gujarat, Anand Gujarat, Morbi, Gujarat, Connaught Place New Delhi, Sarojni Nagar, New Delhi, West Bengal, Ganeshpeeth Nagpur Maharashtra, Amravati Maharashtra, Pune Maharashtra, Mumbai Maharashtra, EOW Mumbai Maharashtra.
(d) Sentence Awarded:	N.A.
(e) Sentence Undergone:	N.A.
8. Land Acquisition Matters:	N.A.
(a) Date of Section 4 notification:	N.A.
(b) Date of Section 6 notification:	N.A.
(c) Date of Section 17 notification:	N.A.

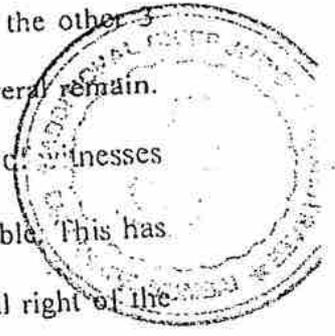
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B

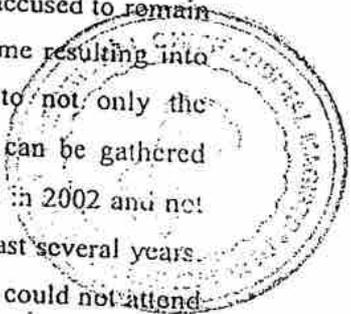
SYNOPSIS AND LIST OF DATES

That the present Transfer Petition is being filed in extraordinary circumstances where the Petitioner aged 60 years has been accused in 19 criminal cases filed in 4 different states and for last 20 years the trial has not attained finality even in a single case. Infact, out of the 19 cases, trial in 16 cases have not even begun and in the other 3 cases only few witnesses have been examined while several remain. The predominant reason behind the delay is the location of witnesses and accused in making their availability next to impossible. This has resulted in delay of justice and violation of fundamental right of the petitioner as it is the case of the petitioner that he has been falsely implicated in these cases and no offence has been committed by the petitioner. It is in this background that the present transfer petition is being filed to transfer 16 cases pending before different courts to be transferred in Court at Mumbai where 3 cases are already pending so that the trial could be expeditiously completed.

It is the settled position of law that ordinarily in case where the allegation pertains to same nature of transaction all the subsequent



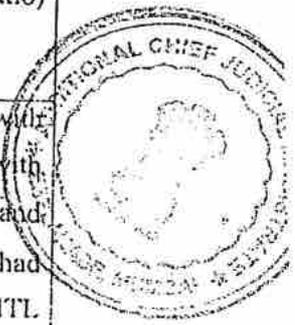
- one place, the accused can attend several courts at a time and there would be no delay in trial.
3. Several witnesses are also located in Mumbai and that would also result in expeditious disposal of Trial
 4. As all cases are spread in different states before various courts all over Maharashtra, it is very difficult for all the accused to remain present in all the courts at one and the same time resulting into unnecessary delay as well as inconvenience to not only the accused but also the prosecuting agency. This can be gathered from the fact that FIR which has been registered in 2002 and not yet attained finality and the trial is pending for last several years. The further difficulty is that where the petitioner could not attend the hearing before the trial court a bailable/non-bailable warrants have been issued against the petitioner.
 5. That all the offences registered against M/s Home Trade Ltd. or against M/s Giltedge Management Services Ltd. are in 4 states. In the event all the offences are not dealt with by one court for its trial both the prosecution as well as the accused would be put to unnecessary hardship in as much as the prosecution will have to produce the same evidence repeatedly and the accused would have to test the credibility of that evidence every time involving determination of same question.
 6. Further, there would be a risk of the one court coming to a different conclusion from the other court even though each case is identical with the other i.e. the allegation is of non delivery/delay delivery of Government of India -Securities.



(8)

f

	The company has been incorporated on 1989 and since then has been dealing in stocks and securities.
	In the years 2000 to 2002, all the Co-operative banks were mandatorily required to invest a prescribed percentage of their surplus funds in Government of India Securities (GOIS) to meet their SLR (Statutory Liquidity Ratio) requirements.
	The company has been engaged in several transactions with M/s Home Trade Ltd. (HTL) a company registered with Bombay Stock Exchange and National Stock Exchange and deals in Government of India Securities. The company had running book transactions with M/s Home Trade Ltd. HTL used to procure physical securities from the various organizations & institutions across India. During the relevant time, HTL was dealing with more than 250 institutions including Banks across India. To give price benefits to its clients, HTL used to buy securities in odd lots. Once securities were received alongwith blank transfer forms from the seller, the next step was to get the securities and transfer forms verified from the RBI's Regional offices in whose jurisdiction the securities records were maintained. If the securities were purchased from different states, they would be sent to the regional offices of the RBI for verification. Once verification process was over, next step was to get the securities converted into marketable lots and



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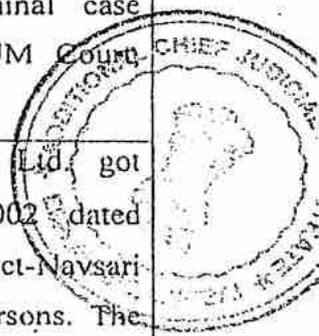
prices were going up leaps and bounds. The Bankers instead of waiting for delivery chose to liquidate their buying and book the profits and book another security which had potential to give them higher returns. Initially HTL accommodated all the Banks by buying their securities in its own proprietary books but the Banks made it a regular practice of indulging into trading in government securities rather than taking delivery and holding in their portfolio for purpose of investment. Such last minute changes in the Banks decision to not to wait for physical securities already purchased by them and to buy new securities again in physical form completely choked up the working capital of HTL which resulted into delayed deliveries. Accordingly, Home Trade could not provide the Government of India Securities and FIR's came to be registered against the Directors and employees of Home Trade Ltd. and also against the petitioner alleging collusion and was acting on behalf of M/s Home Trade Ltd. The allegations in all the FIR are same that money has been paid for purchase of physical Government of India Securities but the same has not been delivered to them.

CASES IN STATE OF GUJARAT

(Signature)

J

	petitioner and other accused persons. In the said case chargesheet has been filed and a Criminal case no.9166/2002 is pending trial before ACJM Court, Surat against the petitioner.
16.07.2002	That the Gandevi Peoples Co-op Bank Ltd. got registered the FIR/Mcase No. 3 of 2002 dated 16.07.2002 at Police Station Gandevi, District-Navsari against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 2778 of 2004 is pending Trial before 1 st CJM Court, Gandevi
30.07.2002	That the Udhana Citizen Co-op. Bank Ltd. filed a complaint before Police Station Udhana, Surat for Cheating, Criminal Misappropriation and criminal breach of trust. An FIR no..64/2002 Dated 30.07.2002 was registered against the petitioner with other accused U/s 406, 409, 420, 465, 467, 468, 471,114 of IPC. In the said case the chargesheet has been submitted and Criminal Case No. 101878 of 2003 is pending before Additional Chief Judicial Magistrate, Surat against the petitioner.
06.08.2002	That the Surat Nagrik Co-op. Bank Ltd. got the FIR no.274/2002 dated 06.08.2002 registered at Police Station Varachha, Surat against the petitioner and other accused persons. In the said case chargesheet has been



	PNR Securities Ltd. got the FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar, Delhi against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 2034203/2016 is pending Trial before Chief Metropolitan Magistrate, South, Saket, New Delhi
CASE IN STATE OF WEST BENGAL	
22.08.2002	That Vice Chairman of Bhatpara Naihau Co-operative Bank Ltd. got the FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North Parganas, West Bengal against the petitioner and other accused. The chargesheet has been filed and the case is pending before the Barrackpore Court, Kolkata
CASES IN STATE OF MAHARASHTRA	
25.04.2002	The then Chairman of Nagpur District Central Cooperative Banks (NDCCB) lodged F.I.R. No.97 of 2002 dated 25.04.2002 at Ganeshpeth Police Station, Nagpur for offence punishable under Section 406,420 r.w. 34 Indian Penal Code against 5 Companies including M/s. Glitedge Management Ltd. As alleged, in the said transaction there was a delayed delivery of GOI-S to NDCCB.
29.04.2002	That another FIR as C.R.No. 101 of 2002 dated 29.04.2002 at Ganeshpeth Police Station, Nagpur, came to be registered by the Special Auditor against

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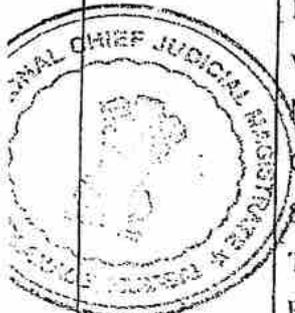
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	petitioner and 69 witnesses.
15.05.2002	That F.I.R. at C.R.No.75 of 2002 dated 15.05.2002 came to be registered at City Kotwali Police Station at Amravati at the instances of the Divisional Assistant Registrar, Cooperative Department, Audit Branch, Amravati Division. The crime was registered against the Director and office bearers of M/s. Amravati Peoples Cooperative Bank Ltd., M/s. Century Dealers Pvt. Ltd., M/s. Giltedge Management Services Ltd. The offences alleged are under Sections 406, 409, 420, 468, 34 Indian Penal Code.
	After investigation chargesheet was filed in the Court of the learned Chief Judicial Magistrate, Amravati against 23 Accused including the petitioner and 121 witnesses. The case is numbered as C.C. No. 847 of 2002.
15.05.2002	That F.I.R. at C.R.No.65 of 2002 dated 15.05.2002 came to be lodged at Vishrambaug Police Station at the instance of the Special Auditor, Cooperative Society, Division-II, against the Directors and officer bearers of Suvarmayug Sahakari Bank Ltd., Pune and, M/s. Home Trade Ltd.
	The said Crime was investigated by Crime Branch, Pune pursuant to which chargesheet was filed in the Court of the learned 3 rd Judicial Magistrate First Class,

(84)

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17.02.2005	<p>F.I.R. at C.R.No.83 of 2005 dated 17.02.2005 came to be registered at Santacruz Police Station at the instance of Senior Manager / Trustee - Mafatlal Services Ltd., alleging delayed delivery of GOI-S, at the instance of M/s. Giltedge Management Services Ltd. Shri Kaushal Kailash - the Accountant of M/s. Fosma Maritime Institute and Research Organization, filed a Complaint with EOW, Mumbai against M/s. Giltedge Management Services Ltd., for delayed delivery of GOI-S. Shri Prakash Sawant - Personal Officer - Steelage Industries Employees Ltd., in the capacity of Trustee - Steelage Industries Employees Provident Fund filed Complaint with the EOW, against M/s.Giltedge Management Services Ltd., for delayed delivery of GOI-S. Shri Vilas Jadhav Assistant Finance Management - Eureka Forbes Ltd.; filed a Complaint against M/s. Giltedge for delayed delivery of GOI-S. All these Complaints were investigated by EOW, Mumbai, under C.R.No.13 of 2005.</p>
	<p>All the aforesaid 3 cases are pending trial in C.C. No.324 /P/2002 before the Court of Additional Chief Metropolitan Magistrate, 19th Court, Espalnade, and C.C. No. 197/PW/2007 (1900200/PW/2007) and C.C. No. 412/PW/2007 are pending Trial before the Court of Additional Chief Metropolitan Magistrate, 47th</p>



(15)

IN THE SUPREME COURT OF INDIA
CRIMINAL ORIGINAL JURISDICTION
TRANSFER PETITION (CRL.) NO. _____ OF 2021
(UNDER SECTION 406 CRPC 1973)

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 101878 OF 2003, 9166/2002 AND 174/2003]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmobar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused	Petitioner

1.	State of Gujarat Through Secretary Ministry of Home Affairs 2 nd Block, 1 st Floor, Sachivalaya, Gandhinagar, Gujarat	Petitioner	Contesting Respondent
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[parties are common in
all the three matters]

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 100521 OF 2003]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmobar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused	Petitioner

1.	State of Gujarat Through Secretary Ministry of Home Affairs 2 nd Block, 1 st Floor, Sachivalaya, Gandhinagar, Gujarat.	Petitioner	Contesting Respondent
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IN THE MATTER OF:

[IN CRIMINAL CASE NO. 2121 OF 2002]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o: 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai, Maharashtra.	Accused	Petitioner

AND

1.	State of Gujarat Through Secretary Ministry of Home Affairs 2 nd Block, 1 st Floor, Sachivalaya, Gandhinagar, Gujarat.	Petitioner	Contesting Respondent
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IN THE MATTER OF:

[IN CRIMINAL CASE NO. 1578 OF 2006]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai, Maharashtra.	Accused	Petitioner

AND



1.	Govt. of NCT Delhi Through Principal Secretary Home Department, I.P. Estates, New Delhi	Petitioner	Contesting Respondent No.1
2.	Sanjay Hariram Agarwal R/o. 4, Shivam Palace, Ground Floor, Chakradhar Nagar, Nallasopara (West), Dist. Palghar - 401203. Maharashtra.	Accused No.1	Contesting Respondent No.2
3.	Nandkishor Shankarlal Trivedi R/o. 3A, Pushpam, 6, Khandubai Desai Road, Vile Parle (West), Mumbai 400 056. Maharashtra	Accused No.2	Contesting Respondent No.3
4.	Subodh Chandrayal Bhandari R/o. 703-G, Govind Complex, Sector-14, Vashi, Navi Mumbai, Maharashtra.	Accused No.4	Contesting Respondent No.4

IN THE MATTER OF:

IN CRIMINAL CASE No. 2034203 OF 2016]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused No.4	Petitioner

AND

1.	Govt. of NCT Delhi Through Principal Secretary Home Department, I.P. Estates, New Delhi.	Petitioner	Contesting Respondent No.1
2.	Sanjay Hariram Agarwal R/o. 4, Shivam Palace, Ground Floor, Chakradhar Nagar, Nallasopara (West), Dist. Palghar - 401203. Maharashtra.	Accused No.1	Contesting Respondent No.2

5.	Mahindra Changalia (MBA) Director of Giltedge Management Services Ltd. R/o. 7107, Autown Grove, Hoistor, TX-77072	Accused No.5	Contesting Respondent No.5
6.	Dr. Kirti Kant Kanteseria, ENT Surgeon, Director of Giltedge Management Services, 18 Apple Hill Road, Wel Brobun, M.A., U.S.A. - 01085	Accused No.6	Contesting Respondent No.6
7.	Indramil Dey R/o. 58/44 Prince Anowar Shaw Road, Kolkata, West Bengal	Accused No.7	Contesting Respondent No.7

IN THE MATTER OF:

[IN CRIMINAL CASE NO. 147 OF 2002]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lulit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused No.4	Petitioner

AND

1.	State of Maharashtra Through Secretary Home Department, Mantralay Mumbai - 400 032, Maharashtra.	Petitioner	Contesting Respondent No.1
2.	Sunil Chattrapal Kedar R/o. Patansongi, Taluka Sonar, District Nagpur. 441 113. Maharashtra.	Accused No.1	Contesting Respondent No.2
3.	Ashok Namderao Choudhary R/o. 131-A, Chatrapati Nagar, Behind Chatrapati Hall, Wardha Road, Nagpur 15. Maharashtra.	Accused No.2	Contesting Respondent No.3

9

1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused No.19	Petitioner
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AND

1.	State of Maharashtra Through Secretary Home Department, Mantralay Mumbai - 400 032, Maharashtra.	Petitioner	Contesting Respondent No.1
2.	Vasantao Pandurangji Savurkar R/o. Gurukripa Building, Bhaji Bazar, Amravati, Maharashtra	Accused No.1	Contesting Respondent No.2
3.	Ishwardas Raosaheb Dham R/o. Hirvya Building, S.T. Stand Road, Amravati, Maharashtra.	Accused No.2	Contesting Respondent No.3
4.	Sadashiv Punjipant Maskare R/o. Vilas Nagar, Patrakur Colony, Amravati, Maharashtra.	Accused No.3	Contesting Respondent No.4
5.	Ghansyam Lahanuji Mudgal R/o. Neelkanth Chowk, Bhudhwara, Amravati, Maharashtra.	Accused No.4	Contesting Respondent No.5
6.	Bhojraj Bhaiyalalji Gupta Chunabhatti, Near Junee Samarth High School, Amravati, Maharashtra.	Accused No.5	Contesting Respondent No.6
7.	Sou. Jayaushree Jayantrao Patil R/o. Behind I.M.A. Hall, Camp Road, Amravati, Maharashtra.	Accused No.6	Contesting Respondent No.7
8.	Dnyaneshwar Mahadevrao Malode R/o. Devi Nagar, Vadalee, Amravati, Maharashtra.	Accused No.7	Contesting Respondent No.8
9.	Rajendra Kishorbhai Soni R/o. Pratap Chowk, Sarafa Line, Amravati, Maharashtra.	Accused No.8	Contesting Respondent No.9
10.	Mukundrao Sakharam Shandilya R/o. Neelkanth Chowk, Bhudhwara, Amravati, Maharashtra.	Accused No.9	Contesting Respondent No.10
11.	Jayant Krushnrao Chede R/o. Begumpura, Achalpur, Amravati, Maharashtra.	Accused No. 10	Contesting Respondent No.11

11
IN THE MATTER OF:

[IN CRIMINAL CASE NO. 498 OF 2002]

		Status of Parties	
		Before Trial Court	In this Court
1.	Ketan Kantilal Seth R/o. 193, Lalit Kutir CHS, Gulmohar Cross Road No. 9, JVPD Scheme, Andheri (West), Mumbai. Maharashtra.	Accused No.2	Petitioner

AND

1.	State of Maharashtra Through Secretary Home Department, Mantralay Mumbai - 400 032, Maharashtra.	Petitioner	Contesting Respondent No.1
2.	Sanjay Hariram Agarwal R/o. 4, Shivam Palace, Ground Floor, Chakradhar Nagar, Nallasopara (West), Dist. Palghar - 401203. Maharashtra.	Accused No.1	Contesting Respondent No.2
3.	Subodh Chand Dayal Bhandari R/o. 703-G, Govind Complex, Sector-14, Vashi, Navi Mumbai, Maharashtra.	Accused No.3	Contesting Respondent No.3
4.	Prakash Ganesh Afle R/o. 12, Kalika Apartment, Painagar, Chinchwad, Pune-33, Maharashtra.	Accused No.4	Contesting Respondent No.4
5.	Manchand Choturam Agarwal R/o. Vatika, Plot No. 31, Sector No. 24, Tilak Road Pradhikaran, Nigadi, Pune-44, Maharashtra	Accused No.5	Contesting Respondent No.5
6.	Sunil Pratap Madakikar R/o. Plot No. 45, Sector No. 27, Pradhikaran, Nagadi, Pune-44, Maharashtra.	Accused No.6	Contesting Respondent No.6
7.	Ashok Ramakrishna Kulkarni R/o. Prasad, Scheme No. 3, Ward No. 32, Next to Yamuna Nagar, Nigadi, Pune 44, Maharashtra.	Accused No.7	Contesting Respondent No.7
8.	Lalitkumar Mohanlal Luvnath R/o.1/2, Chandralok CHS Mahavir Park, Mahavir Nagar, Chinchwad, Pune-19, Maharashtra.	Accused No.8	Contesting Respondent No.8

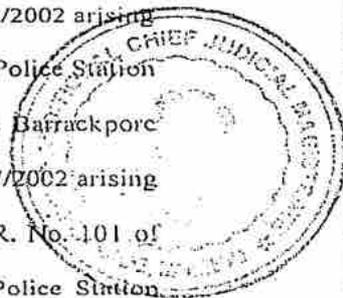
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2.	Sanjay Hariram Agarwal R/o. 4, Shivam Palace, Ground Floor, Chakradhar Nagar, Nallasopara (West), Dist. Palghar - 401203, Maharashtra.	Accused No.1	Contesting Respondent No.2
3.	Suresh Shivajirao Kale R/o. at 1, Brandvana, B/2/9, Krishna Nagar Society, Near Mhatre Bridge, Pune-4, Maharashtra.	Accused No.2	Contesting Respondent No.3
4.	Subodh Chandrayal Bhandari R/o. 703-G, Govind Complex, Sector-14, Vashi, Navi Mumbai, Maharashtra.	Accused No.4	Contesting Respondent No.4
5.	Ulhas Nathoba Kaloke R/o. Indira Housing Society, Senapati Bapat Road, Shivaji Nagar, Pune, Maharashtra.	Accused No.5	Contesting Respondent No.5
6.	Dilip Venkatdas Parekh R/o. Suryaprakash, C-3, Marketside Road, Pune 37, Maharashtra.	Accused No.6	Contesting Respondent No.6
7.	Keshav Bhagwan Salunke 1728, Sadashiv Peth, Priyanka Apartment, Flat No. 5, Pune - 30, Maharashtra.	Accused No.7	Contesting Respondent No.7
8.	Balasaheb Nanasaheb Mahajan R/o. Flat No.2, Ishaan Apartment, Prabha Housing Society, Kothrud, Pune, Maharashtra.	Accused No.8	Contesting Respondent No.8
9.	Nandkishor S. Trivedi R/o. 3A, Pushpam, 6, Khandubai Desai Road, Vile Parle (West), Mumbai 400 056. Maharashtra	Accused No.9	Contesting Respondent No.9
10.	Ms. Kanan Mcwawala R/o. 27B, Sanjay Mahal, B-Road, Marine Drive, Next to Wankhade Stadium, Mumbai, Maharashtra.	Accused No. 10	Contesting Respondent No.10

TRANSFER PETITION UNDER SECTION 406 CRPC 1973
SEEKING TRANSFER OF 16 CRIMINAL CASES OF TO THE
CHIEF METROPOLITAN MAGISTRATE, ESPALNADE,
MUMBAI

15

2002 (C.R. No. 1-226 of 2002) dated 7.6.2002 registered at Police Station Morbi pending before 2nd ACJM, Morbi all in Gujarat and 2) Criminal Case No.40449/2016 arising out of FIR No. 280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New Delhi pending before Additional Chief Metropolitan Magistrate, Patiala House Court, New Delhi, Criminal Case No. 2034203/2016 arising out of FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi pending before Chief Metropolitan Magistrate, Saket Court, New Delhi both at New Delhi and 3) Criminal Case No. Nil/2002 arising out of FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North parganas, West Bengal pending before Barrackpore Court, Kolkata, West Bengal and 4) Criminal case No. 147/2002 arising out of FIR at C.R. No. 97 of 2002 dated 25.04.2002 and C.R. No. 101 of 2002 dated 29.04.2002 both registered at Ganeshpeth Police Station pending before 155-2nd Additional Judicial Magistrate First Class, Nagpur, Criminal Case No.847/2002 arising out of FIR at C.R. No. 75 of 2002 dated 15.05.2002 registered at City Kotwali Police Station, Amravati pending before Chief Judicial Magistrate, Amravati, Criminal case No.498/2002 arising out of FIR at C.R. No. 102 of 2002 dated 08.05.2002 registered at Pimpri Police Station, Pune pending before Judicial Magistrate, First Class, Pimpri, Pune, Criminal Case No. 357/2002 arising out of FIR at C.R. No. 65 of 2002 dated 15.05.2002 registered at Police Station Vishrambaug, Pune pending before 3rd Judicial Magistrate First Class, Shivaji Nagar, Pune, to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai where 3 cases involving same allegations are pending.



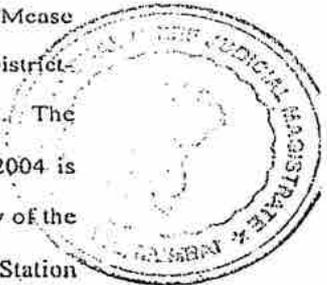
- 17
- 3.2 In the years 2000 to 2002, all the Co-operative banks were mandatorily required to invest a prescribed percentage of their surplus funds in Government of India Securities (GOI-S) to meet their SLR (Statutory Liquidity Ratio) requirements.
- 3.3 The Banks had two options: either to buy GOI-S in electronic form i.e. SGL (D-Mat) or in physical form. All the Banks preferred to deal in securities in physical form because:
- i. The main purposes of the Banks to buy GOI-S was to make delivery based investment to meet their SLR, to earn steady interest and to earn/book the profits by churning their investment portfolio at regular interval especially before the end of the financial year.
 - ii. Securities in physical form were traded at discounted rates compared to the same securities traded in electronic D-Mat form, whereas for the purpose of valuation, the price of securities in physical form was at par with price quoted for securities in D-Mat form.
 - iii. At the relevant times D-Mat (CSGL) facilities were locally not available to the Banks as very few Banks were offering CSGL account facilities. Therefore, many cooperative Banks do not have their CSGL accounts and hence, they preferred to deal with securities in physical form.
 - iv. Interstate transfer of securities in Electronic form was not possible. The seller holding securities in SGL was mandatorily required to convert into physical form before giving delivery to the interstate buyer. The buyer if wish to keep security in D-Mat form, then local RBI would convert it into D-mat again.

lag between the issuance of the contract note and actual receipt of the securities.

- 3.6 As alleged company has entered into transaction with the complainant in some of the FIR's for delivery of physical Government of India Securities. The Company has in turn entered into transaction with M/s Home Trade Ltd. for providing Government of India Securities. In the years 2000 to 2002, the GOI-S security market had seen unprecedented volatility due to constantly changing Bank rates. The Banks were flooded with surplus funds and the GOI Security market was at all time high during the last 100 years. due to the volatility in the GOI-S market the security prices were going up leaps and bounds. The Bankers instead of waiting for delivery chose to liquidate their buying and book the profits and book another security which had potential to give them higher returns. Initially HTL accommodated all the Banks by buying their securities in its own proprietary books but the Banks made it a regular practice of indulging into trading in government securities rather than taking delivery and holding in their portfolio for purpose of investment. Such last minute changes in the Banks decision to not to wait for physical securities already purchased by them and to buy new securities again in physical form completely choked up the working capital of HTL which resulted into delayed deliveries. Accordingly, Home Trade could not provide the Government of India Securities and FIR's came to be registered against the Directors and employees of Home Trade Ltd. and also against the petitioner alleging collusion and was acting on behalf of M/s Home Trade Ltd. The allegations in all the FIR are same that money has been paid for purchase of physical Government of India Securities but the same has not been delivered to them.

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- ACJM Court, Surat. True translated copy of the FIR No. C.R. No.1-226 of 2002 dated 30.08.2002 registered at Police Station Rander, Surat is filed herewith and marked as Annexure P-4 (Page Nos. 71 to 92).
- 4.4 That the Surat Nagrik Co-op. Bank Ltd. got the FIR no.1-274/2002 dated 06.08.2002 registered at Police Station Varachha, Surat against the petitioner and other accused persons. In the said case charge sheet has been filed and the Criminal case No. 100521 of 2003 is pending before ACJM Court, Surat. True translated copy of FIR No. 1-274 of 2002 dated 06.08.2002 registered at Police Station Varachha, Surat is filed herewith and marked as Annexure P-5 (Page Nos. 93 to 104).
- 4.5 That the Gandevi Peoples Co-op Bank Ltd. got registered the FIR/Mcase No. 3 of 2002 dated 16.07.2002 at Police Station Gandevi, District Navsari against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 2778 of 2004 is pending Trial before 1st CJM Court, Gandevi. True translated copy of the FIR/Mcase No. 3 of 2002 dated 16.07.2002 registered at Police Station Gandevi, Navsari is filed herewith and marked as Annexure P-6 (Page Nos. 105 to 123).
- 4.6 That the Navsari Peoples' Co-op Bank Ltd. got the FIR no. 1-93/2002 dated 18.08.2002 registered at Police Station Navsari Town, Navsari against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 6840/2002 is pending before CJM Court, Navsari. True translated copy of the FIR No. 1-93 of 2002 dated 18.08.2002 registered at Police Station, Navsari Town, Navsari is filed herewith and marked as Annexure P-7 (Page Nos. 124 to 140).
- 4.7 That the Sheth B.B.Shroff Balsar Peoples Co-op Bank Ltd. got registered the FIR No. C.R. No.1-119/2002 dated 10.06.2002 at Police





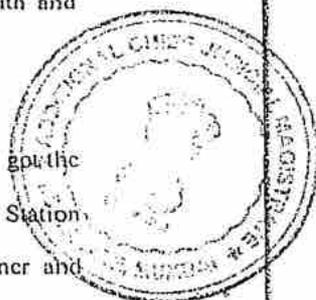
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Court, New Delhi. True copy of the FIR No. 280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New Delhi is filed herewith and marked as Annexure P-11 (Page Nos. 219 to 230).

- 4.11 That M/s V. S. Infrastructure Capital Ltd. and M/s PNR Securities Ltd. got the FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar, Delhi against the petitioner and other accused persons. The chargesheet has been filed and the Criminal Case No. 2034203/2016 is pending Trial before Chief Metropolitan Magistrate, South, Saket, New Delhi. True Copy of the FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi is filed herewith and marked as Annexure P-12 (Page Nos. 231 to 240).

State of West Bengal

- 4.12 That Vice Chairman of Bhatpara Naihafi Co-operative Bank Ltd. got the FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North Parganas, West Bengal against the petitioner and other accused. The chargesheet has been filed and the case is pending before the Barrackpore Court, Kolkata. True translated copy of the FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North parganas, West Bengal is filed herewith and marked as Annexure P-13 (Page Nos. 241 to 250).



State of Maharashtra

- 4.13 The then Chairman of Nagpur District Central Cooperative Banks (NDCCB) lodged F.I.R. No.97 of 2002 at Ganeshpeth Police Station, Nagpur for offence punishable under Section 406,420 r.w. 34 Indian Penal Code against 5 Companies including M/s. Glitedge Management Ltd. As alleged, in the said transaction there was a delayed delivery of GOI-S to NDCCB. True translated copy of the FIR No. 97 of 2002

City Kotwali Police Station, Amravati is filed herewith and marked as ²⁵
Annexure P-16 (Page Nos. 276 to 292).

4.17 After investigation charge sheet was filed in the Court of the learned Chief Judicial Magistrate, Amravati against 23 Accused including the petitioner and 121 witnesses. The case is numbered as C.C.No.847 of 2002.

4.18 That FIR at C.R.No.102 of 2002 came to be registered at Pimpri Police Station, Pune, at the instance of the District Special Auditor, Division-I, Cooperative Societies, Pune against the Directors and officer bearers of Shri Sadguru Jangali Maharaj Sahakari Bank Ltd., Pune and M/s.Home Trade Ltd. True translated copy of FIR No. 102 of 2002 registered at ^{dt. 8-5-02} Pimpri Police Station, Pune is filed herewith and marked as Annexure P-17 (Page Nos. 293 to 314).

4.19 The said crime was investigated by the Crime Branch, Pune City and charge sheet filed in the Court of the learned Judicial Magistrate First Class, Pimpri, and the case has been numbered as C.C. No. 498 of 2002 and is pending trial. There are 14 Accused including the petitioner and 69 witnesses.

4.20 That F.I.R. at C.R.No.65 of 2002 came to be lodged at Vishrambaug Police Station at the instance of the Special Auditor, Cooperative Society, Division-II, against the Directors and officer bearers of Suvarnayug Sahakari Bank Ltd., Pune and, M/s.Home Trade Ltd. True translated copy of the FIR at C.R. No. 65 of 2002 dated 15.05.2002 registered at Police Station Vishrambaug, Pune is filed herewith and marked as Annexure P-18 (Page Nos. 315 to 318).

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Controller with Beach Candy Hospital Trust Staff Provident Fund, for delayed delivery of GOI-S by M/s.Giltedge Management Service Ltd. Shri P.S. Subramanian of M/s.Rhone Paulenc Chemical (I) Ltd., also filed a written complaint with EOW, Mumbai against M/s.Giltedge Management Services Ltd., for delayed delivery of GOI-S. Both the said Complaints were investigated by EOW, Mumbai, under F.I.R. at C.R.No.50 of 2004 (subsumes FIR at C.R. No. 298 of 2004). True translated copy of the FIR at C.R. No. 298 of 2004 dated 05.08.2004 with summary of charge investigated by EOW, Mumbai, Maharashtra is filed herewith and marked as Annexure P-20 (Page Nos. 327 to 335).

c) F.I.R. at C.R.No.83 of 2005 dated 17.02.2005 came to be registered at Santacruz Police Station at the instance of Senior Manager / Trustee - Mafatal Services Ltd., alleging delayed delivery of GOI-S, at the instance of M/s. Giltedge Management Services Ltd, Shri Kaushal Kailash - the Accountant of M/s. Fosma Maritime Institute and Research Organization, filed a Complaint with EOW, Mumbai against M/s. Giltedge Management Services Ltd., for delayed delivery of GOI-S. Shri Prakash Sawant - Personal Officer - Steelage Industries Employees Ltd., in the capacity of Trustee - Steelage Industries Employees Provident Fund filed Complaint with the EOW, against M/s.Giltedge Management Services Ltd., for delayed delivery of GOI-S. Shri Vilas Jadhav Assistant Finance Management - Eureka Forbes Ltd., filed a Complaint against M/s. Giltedge for delayed delivery of GOI-S. All these Complaints were investigated by EOW, Mumbai, under C.R.No.13 of 2005. True translated copy of FIR at C.R. No. 83 of 2005 dated 17.02.2005 with summary of charge investigated by EOW, Mumbai, Maharashtra is filed herewith and marked as Annexure P-21 (Page Nos. 336 to 344).

(C) Because, the right to seek transfer is statutorily available to the petitioner for the ends of justice. In the present case not only that most of the witness are from Mumbai but the accused who are named in all the cases are located in Mumbai.

(D) Because the transfer of case will not only help the prosecution agency as the trial would be expedited but will also ensure speedy justice to the petitioner.

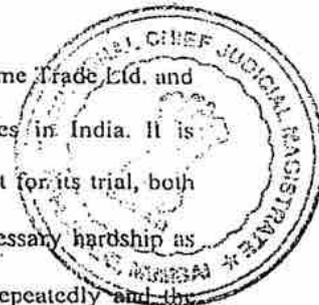
(E) Because in the cases which are sought to be transferred and those which are in Mumbai several accused are common. Further allegations in all the case are common that is delayed delivery of Government of India-Securities.

(F) Because most part of the transaction has taken place in Mumbai, therefore most of witness are from Mumbai.

(G) Because all the offences are registered against M/s Home Trade Ltd. and M/s Glitedge Management Services Ltd. in different states in India. It is submitted that if all the cases are not dealt with by one court for its trial, both the accused and prosecution agency would be put to unnecessary hardship as the prosecution will have to produce the same evidence repeatedly and the accused will have to test its credibility every time for determining the same question.

(H) Because separate offences being tried in separate court will lead to different conclusion which would result in complete chaos. It is to avoid such complicity it is required that all the cases be consolidated and brought under one umbrella for its trial in accordance with law.

(I) Because the nature of allegation are identical in all the cases the interpretation whether delay in delivery of Government of India securities would attract an offence under Indian Penal Code or not. To judge the said



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PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may graciously be pleased to:

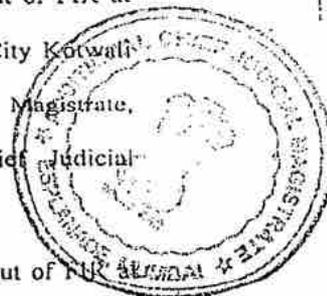
- a) Transfer Criminal Case No. 101878/2003 arising out of FIR No.C.R. No. 1864/2002 Dated 30.07.2002 registered at Police Station Udhana, Surat, Gujarat pending before Additional Chief Judicial Magistrate Surat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai
- Transfer Criminal Case No. 9166/2002 arising out of FIR No. ICR No.274/2002 dated 02.07.2002 at Police Station Umra, Surat pending before Additional Chief Judicial Magistrate Surat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai
- Transfer criminal case No.174/2003 arising out of FIR no. 226/2002 dated 30.08.2002 registered at Police Station Rander, Surat pending before Additional Chief Judicial Magistrate Surat, Gujarat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai.
- Transfer Criminal Case No. 100521/2003 arising out of FIR no. 274/2002 dated 06.08.2002 registered at Police Station Varachha, Surat pending before Additional Chief Judicial Magistrate/ Judicial Magistrate First Class, Surat, Gujarat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai.
- Transfer Criminal Case No.2778/2004 arising out of FIR/Mcase No. 3 2778/2002 dated 16.07.2002 registered at Police Station Gandevi, Gandevi pending before Additional Chief Judicial Magistrate, Gandevi, Gujarat to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai.



33

New Delhi to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai

- l) transfer Criminal Case No. Nil/2002 arising out of FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24th North parganas, West Bengal pending before Barrackpore Court, Kolkata, West Bengal to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai
- m) transfer Criminal case No.147/2002 arising out of FIR No. 97 of 2002 and 101 of 2002 both registered at Ganeeshpeth Police Station pending before 155-2nd Additional Judicial Magistrate First Class, Nagpur to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai
- n) transfer Criminal Case No.847/2002 arising out of FIR at C.R. No. 75 of 2002 dated 15.05.2002 registered at City Kotwali Police Station, Amravati pending before Chief Judicial Magistrate, Amravati to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai
- o) transfer Criminal case No. 498/2002 arising out of FIR C.R. No. 102 of 2002 registered at Pimpri Police Station, Pune pending before Chief Judicial Magistrate, First Class, Pimpri, Pune to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai.
- p) transfer Criminal Case No. 357/2002 arising out of FIR at C.R. No. 65 of 2002 dated 15.05.2002 registered at Police Station Vishrambaug, Pune pending before 3rd Judicial Magistrate First Class, Shivaji Nagar, Pune, to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai.



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(885)

IN THE SUPREME COURT OF INDIA
CRIMINAL ORIGINAL JURISDICTION
TRANSFER PETITION (CRL.) NO. _____ OF 2021

IN THE MATTER OF:-

KETAN KANTILAL SETH

... PETITIONER

VERSUS

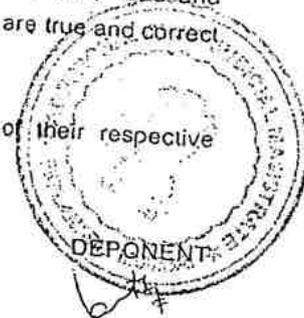
STATE OF GUJARAT ETC. ETC.

...RESPONDENTS

AFFIDAVIT

I, Ketan Kantilal Seth, S/o. Shri Kantilal Seth, Aged about 59 years, R/o 702, B Wing, Sabnam Apartment, Barfiwala Lane, Juhu Gali, Andheri West, Mumbai-400049, do hereby solemnly affirm and declare as under:-

1. That I am the petitioner in the above noted matter and I am well acquainted with the facts and circumstances of the case. I am competent to swear this affidavit
2. That the accompanying Transfer Petition [Pages 1 to 34] Para 1 to 7, List of Dates and Facts [Pages B to 02] and Interlocutory Application [s] have been drawn by my Advocate under my instructions. I have read and understood the contents of the above and I say that the same are true and correct to my knowledge and belief and I believe the same to be true.
3. That the Annexures filed herewith are true copies of their respective originals.



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ANEXURE-P-1

Sl. No.	FIR No.	Place & Police Station	Court trying the offence	No. of Accused	No. of witness	Stage of trial
1	64/2002 dated 30.07.2002	Udhana, Surat	ACJM, Surat	6 (all from Mumbai)	13	No charges have been framed
2	274/2002 dated 02.07.2002	Umia, Surat	ACJM, Surat	7 (All from Mumbai)	15	No charges have been framed
3	226/2002 dated 30.08.2002	Randher, Surat	ACJM, Surat	17 (all from Mumbai and outside India)	5	No charges have been framed
4	274/2002 dated 06.08.2002	Varaccha, Surat	ACJM/JMFC, Surat	19 (all from Mumbai)	14	No charges have been framed
5	M. Case No. 3 of 2002, dated 16.07.2002	Gandevi, Navsari	ACJM, Gandevi	14 (all from Mumbai)	13	Only charge have been framed against the petitioner. No charges framed against other accused
6	I-93/2002 dated 18.08.2002	Navsari Town, Navsari	CJM, Navsari	13 (all Mumbai)	27	No charges have been framed
7	I-119/2002 dated 10.08.2002	Valsad City, Valsad District	CJM, Valsad	11 (All Mumbai).	15	No charges have been framed
8	M. Case No. 29/2002 dated 13.06.2002	Vidhyanagar, District Anand	ACJM, Anand	9 (7 from Mumbai and 2 from Ahmedabad)	22	No charges have been framed
9	22/2002 dated 07.06.2002	Morbi	2 nd ACJM, Morbi	6 (4 from Mumbai and 2 from Ahmedabad)	18	No charges have been framed
10	280/2002 dated 04.05.2002	Connaught New Delhi	ACJM, Patiala House Court	4 (all from Mumbai)	23 (10 outside Delhi)	Charges have been framed - 10 witness have been examined



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Total No. Of witness in all 19 cases are 689.

Out of which 315 witness are from outside and amongst these witness, 236 witness are from Mumbai.

True copy



(Signature)

- 41
- (1) Sanjay Hariram Agrawal who is Home Day Limited Chairman and Chief Executive Officer whose address is Juhu Shalimar C. SS Limited, 7th Floor, Gulmohar Cross Shed No.10, Juhu, Mumbai
- (2) Nand Kishor Shankarlal Trivedi, whose Hosred Limited, Safety Executive Director, having address as Devbhuvan, Second Floor, Room NO.32, Manur Mohalla, Mara Bajar, Mumbai.
- (3) Subodh Bhandari whose father name not known, Secretary of Home Trade, authorised secretary, having address as 704 B. Govind complex Sector No.14, Vashi Navi, Mumbai.
- (4) Ketan Kantilal Shet, who is Director of Home Trade Limited, having address as 193 Bhalit, (CS Cell), 3rd Floor, Gulmohar Cross Road, Mumbai
- (5) Hiren Bhupendra Shah, who is Director of Home Trade Ltd., having address as 102, Gandhi Nivas, Ashok Nagar Road, Vankola, Santacruz Mumbai.
- (6) Mr. Ram Gopal, whose father name not known, Director of Home Trade Ltd., and address not known.

43 (893)

(15) Shilpa Shah, father name not known, Res/o
- 102, Gandhi Nivas, Ashok Nagar Road,
Vakola, Santacruz, Mumbai.

(16) Hiren Gada, father name not known, address
not known.

(17) Mr. Dhananjay Hariram Agrawa, whose
address is not known.

(18) Smt. Jagruti Ketan Shet, Res/o - 193,
Lalit Kutir (CMD) Third Floor, Gulmohar
Cross Road No.9, (JVPD) Mumbai.

(19) Mr. Kanan Mevavala, father name not known
Having address Javant Maram, Fifth Floor,
Opp. Vankhede Stadium, Marine drive, Mumbai.

(20) Ketan R. Maskaria, address not known.

(21) Dharniraj Surti, father name not known,
Having address as - Surya Flats, First
Floor, Surya Shopping Complex, Bhaugh,

(22) Parimal R. Shah, owner of Parimal R. Shah &
Co., Having address as - 1/20, Bakul Co.Op.,
Bhalubhai Park, Andheri (West), Mumbai.

(6) Brief facts of the complaint / incident and
if stolen, full particulars of properties
stolen:-

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prevent it and illegal act being made and to abscond from India such circumstances have been created, regarding which matter.

Date: 30.7.2002

My name is R. Narayan, aged 49 years, Occupation - Service, Res/o - 63, Saurabh Society, Mota Bhagal, Rander Road, Surat, Tel.No. (H) 2768891 (B) 8676970 / 8790501.

By remaining personally present I state the facts of my complaint that I am residing at the above address with my family members. I am working with The Udhna Citizen Co.Op. Bank Ltd, Branch since the year 1996 and in the year 1996 I had joined as a Bank Manager and in the year 1997 and till today I am appointed as a General Manager of the Bank. Presently our The Udhna Citizen Co.Op. Bank Ltd. of which there are four branches of the bank. In that the Shed No.14 on which the main branch is there. Other than that at Pandesara Ring Road, Udhna Darwaja, Dukalpol part and at Nanpura Timaliyavad which bank branch is there. This bank is a cooperative bank and this branch is being run as per the



47 (8/11)

stock exchange member is there. Further as Government securities are purchased and sold and we are its authorised person and at Gujarat and Maharashtra and of which N. Co. Operative Bank with which are doing transactions and our office are at Infoteck Park, Tower No.3, Fifth Floor, Vasi Railway Station Complex, New Mumbai. They have given necessary documents such as (1) National Stock Exchange of which member certificate, (2) Company registration certificate, (3) Audited Balance Sheet, etc. which was shown and our trust was taken and for Government securities regarding which from they it was purchased which was decided. In regard to the NC our bank for investment has a committee member which does all the proceedings and firstly Ketan Sheth and Company with which the security was purchased and sold and transactions were started and in stocks of which Ketan Sheth and Company from which different types of transactions made for about four times and its amount was Rs.41,93,812/- was stated and the entire amount as ashtpan securities

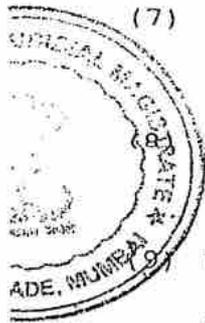
(549)

49

they had also represented that said company of which work is made by very expert and professional persons. The said company of which advertisement was made by reputed persons such as Shahrukh Khan, Rutik Roshan, Sachin Tendulkar and Priyanka Chopra. The same was stated and in that regard all necessary papers such as National Stock Exchange member certificate, company registration certificate, Audited Balance Sheet, etc. which was shown and our confidence was taken and I and Prahsant B. Patel, Computer supplier with whom the Home Trade Limited of which Mumbai had come there and that office was visited in January 2002 and Ketan Sheth had as per our circumstances we were to meet Hariram Agrawal, Nand Kishor Shankarlal Trivedi, Suleshbhai Bhandari, Smt. Jagruti Ketan Sheth and Shilpaben Shah, etc. and they had for the new company Home Trade Limited with which the sale and purchase work being made was requested and we had with them in regard to our previous transactions and the representations made on which we trusted and



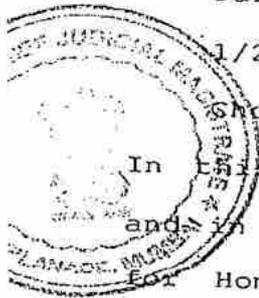
- 51 904
- (3) Subodh Bhandari, whose father name is not known, who is the authorised signatory of Home Trade Limited, address - 704/B, Govind Complex, Centre No.14, Vashi Vrule Navi Mumbai.
- (4) Ketan Kantilal Sheth, who is the Director of Home Trade Limited, address - 193, Lalit Kutir (CHL) Third Floor, Gulmohar Cross Road No.9, Mumbai,
- (5) Hiten Bhupendrabhai, Director of Home Trade Ltd., address - 102, Gandhi Nivas Ashoknagar Road, Santacruz, Mumbai,
- (6) Mr. Ram Gopal whose father name is not known and he as the Director of Home Trade Ltd. and his address is not known.
- (7) Miyuki Suzuki, Director of Home Trade Ltd., and whose address is not informed, Rakesh Rathod whose father name is not known and address is not known, Manoj. Ambalal Shah, who is Director of Home Trade Ltd. and his address is - 3, Belaro Road, RM Extension, Bangalore,
- (10) Alen James Macmilan, Director of Home Trade Ltd. and his address is 785



903

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- (18) Smt. Jagruti Ketan Sheth, Res/o - 193, Lalit Kutir, (CSL), Third Floor, gulmohar Cross Road, No.3 (JBPD), Mumbai
- (19) Ms. Dimple Mevavala, whose father name is not known and his address is Jayanti Marmar Fifth Floor, (Vankhede Stadium), Marine Drive, Mumbai,
- (20) Ketan R. Maskariya, address not known.
- (21) Niraj Surti, whose father name not known, address - Surya Flat, First Floor, Surya Shopping Complex, Bharuch,
- (22) Dariyal R. Shah, whose is owner of Parimal R.Shah and Company and address - 1/20, Bakul Co. Op. Lalubhai Park, Shoperi (West), Mumbai.



In this manner all the above said persons and in different capacities they had worked for Home Trade Company and our faith and trust being acquired and due to which on 27.2.2000 as Ketan Sheth, Shilpa Shah, Jagruti Sheth, Ketan Mevavala and Niraj Surti had come to our bank and with us the Government security Scheme as per which on 8.0 to 7% in 2017 scheme and it was made to understand that by investing the profit

55 (95)

the Home Trade Ltd. office and the same company of which no responsible person was present and we had come to know that the company of which all Directors and officers of the company have absconded by misappropriation and thereafter we had in different times also known that above named persons had acted in collusion with each other and to fulfil common motive they had in Gujarat and Maharashtra and for Government banks with which crores of rupees by criminal breach of trust and cheating has been made and our in any way in regard to the Government securities being taken and its physical delivery not being made and for this reason from us the amount of Rs. 2,19,96,075/- was grabbed and cheating was caused.

In this manner as stated above from all the persons they had acted in collusion with each other and without consent from various banks the deposited money had got made in other names and it was transferred to foreign countries and such became immovable properties. of which transactions made was

57 (90x)

through whom all their relative and others in foreign countries in which accounts they had illegally transfer the money and as stated above these persons had as per the sections of IPC and as per Foreign Exchange Management Act, provisions such amount has been collected and prior to this from us the company had made transaction of Rs.14,20,70,237/- which was there. In this manner as per our claim this fact and the other informed facts on which we are to claim for which they had got our trust.

Therefore in such a manner the above stated persons had committed cheating with us for an amount of Rs.3,19,96,075/- and at Gujarat and Maharashtra the Government banks with cheating being made and crores of rupees through which properties were purchased and and they had for the legal debtos and properties being sold and to prevent hem from such activives and with malafide intention they hatched a conspiracy and the said properties to be disposed of which their debts was beign created to prevent them and said illegal activity made and they

(409)

- 59
- (8) Bank of India, Stock Exchange Branch, Mumbai of which informed person.
- (9) Capital Market Branch Fort Mumbai of which informed person.
- (10) Ahmedabad Municipal Corporation, Bopal Village city Survey Record registered and ownership details beign kept by the concenred person.
- (11) Surat Nagarik Cooperative Bank Ltd., taken the properties from the accused and its property was written and such person who had made the deed.
- (12) D.R. Trivedi, Udhna Citizen Co.Op. Bank Ltd., Surat.
- (13) Arvindbhai L. Patel, Udhana Citizen Co.Op. Bank Ltd., Surat
- (14) Prashant B. Patel, Res/o - Rander Surat, etc.



These are my facts which are true and correct as stated in my complaint.

I have received a copy of the complaint.

Before me,
Sd/- illegible
Police Inspector,
Udhna Police Station,
Surat City.

Forwarded to
Hob'ble 3rd Joint Civil Judge,
And JMFC, Surat city.
Date: 31.7.02

Sd/- Police Officer
Udhna Police Station,
Surat City.

ANNEXURE-P-3

FIR No. ICR No. 274/02 Dt. 02.07.02

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First Information Report of Cognizable Offence

[under section 154 of Criminal Procedure Code]

Sub-District : Umara, District:- Surat.

Date and time of occurrence of offence:-

During 31/01/2001 to 27/02/2002.

(1) Date and time of conveying information :

Date : 02/07/2002, 17:00 Hrs.

(2) Place of offence and distance and direction
from the police station :The Surat Mahila Citizens Co-operative Bank
Limited, 3rd floor, Labhubhai Chambers,
Athva Gate, Surat.

Date of sending from the Police Station:

02/07/2002.

Name and address of Complainant / Informant

Pratibhaben, W/o Ramanlal Parmar, Chief
Auditor of Mahila Co-operative Bank.(5) Names and addresses of accused persons, full
particulars :(1) Home Trade Limited Company, address at
International InfoTech Park, Tower No.3,
Fifth floor, Vashi Railway Station Complex,
Navi Mumbai, Dist. Thana

(2) Shri Sanjay Hariram Agrawal,

Reside at Gulmahor Crossroads, Road No.10,



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Ramniklal Parsigavani, Age about 58, Occupation : Service, resident of 302, Hem Terrace Apartment, B/h Sargam Complex, Umra, Surat, (R) 3223461, (O) 3478151, 3478152.

On remaining present in person, I hereby dictate the facts of my complaint that I am staying at the above mentioned address with my family and serving as a Chief Executive Officer in Surat Mahila Citizens' Co-operative Bank Limited, its registered office, Babubhai Chambers, Athva Gate.

The transactions of our aforesaid bank are being done in pursuance of the rules of the Reserve Bank. The decisions are being taken for bank by the Board of Directors, in consonance with the rules and regulations of the Reserve Bank. Out of the corpus being created by our bank we give loan to our members. Whatever the amount is left, we invest the same in the securities being issued by the Government of India. The said investment is being done on being given consent by the board of directors of our bank.

There is textile tower building in Surat City, located at Ring road, located in front of Kinnari Cinema. There is one partnership firm in the name of Growth Avenues. The said firm works

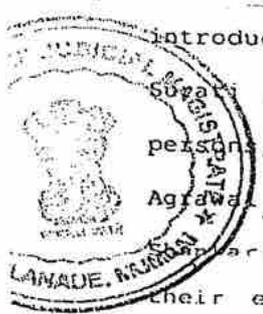
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that they are the whole and sole of the Ms. Pune Associates Securities Ltd. The said company is a member in the national bank exchange. Therefore, as they asked us to purchase the Government securities from said company, as our bank had relationship with said Ketan Sheth and Niraj Surti since the year 1995, we purchased the Government securities from the said company namely, Ms. Pune Associates Securities Pvt. Ltd. The delivery thereof was also being done regularly.

In January-2000, Ketan Sheth and Niraj Surati visited in person our bank. At that time, there were two other persons also with them. By introducing them, the said Ketan Sheth and Niraj Surati informed to us that out of both said persons, the name of one person is Sanjay Hariram Agrawal and that of another person is Nandkishor Pralal Trivedi. They further informed that their earlier company is Ms. Home Trade Ltd. The same will function for the work of brokerage in the name of Home Trade Ltd.....

The said Home Trade Ltd. Company is a member in National ... They hold all nature of qualification as per the norms of the Reserve bank of India, for the purchase-sale of Government securities. Therefore, we began purchase of Government



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31/10/2001 to 27/02/2002, we purchased from said Home Trade Ltd. the Government securities to the tune of Rs. 9,68,10,666/67. Our bank had paid the said entire amount to the said Home Trade Company through cheque. In response to the way we had been making payment of the amount, the Government securities were not being delivered to us in time. Therefore, on contacting the Chairman of said Home Trade through correspondence and telephone regarding said Government securities, they did not hand over the same. They were giving excuses. Therefore, we informed Home Trade that if they do not deliver the said Government security at the earliest, we will initiate legal action against them. Therefore, all three persons namely, Ketan Seth, Niraj Surati and Nandkishor Trivedi visited our bank and informed to me that the securities which we have demanded are not available. Therefore, at that time they are able to deliver to us the Government of India Securities at the rate of 11.3% having maturity in the year 2012 for the amount of Rs. 3,81,61,800/-, two securities at the rate of 8.7% having maturity in the year 2017 viz. one of Rs. 5,36,50,625/- and another of Rs. 5,36,506/- . Further, if we do not have trust on them, they

919

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they did not keep balance in the bank, all were returned. The said Home trade Ltd. by assuring us issuing the securities of IDBI for the amount of Rs.5,00,000/- at the rate of 11.5% and maturing in the year 2013, they sent its circular also to us through fax. Further, on informing to us regarding delivering to us the security of Federal Bank Ltd. at the rate of 9.39% maturing in the year 2011 for the amount of Rs.1 crore, they sent its certificate. But, till date they have neither done any delivery of the Government security nor have they returned the amount we had given to them for said purchase. Therefore, the Directors of above mentioned Home Trade Ltd. Co. have, since beginning hatched conspiracy, won trust of our bank, assured us to issue the Government securities to us, took away money from us, showed false certificates to establish our trust on them, thereby committed fraud with us for the amount of Rs.8 crores 59 Lakhs 65 thousand 55 and 82 paise (Rs.8,59,65,655/82). Thus, our complaint is against them to take action. My witnesses are the Directors and employees of our bank and those who may be revealed during investigation.

Such is a fact of my complaint.

Sd/-

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First Information Report of Cognizable Offence
[under section 154 of Criminal Procedure Code]

District:- Surat Police Station:- Rander Station

Year:- 2002 FIR No. C.R. No. 1 - 226/2002 Date:-

30.8.2002.

Date and time of occurrence of offence:-

During 25/09/2000 to 01/06/2002.

(1) Information received at P.S.:- Date
30/08/2002 at 10/25 hours

(2) Direction and distance from Police Station:-
Adajan Nagrik Sahakari Bank Limited, having
address at "Manthan" Apartment, Near Gujarat
Gest Circle, Adajan road, Surat at the
Distance of 3 km in the East, Adajan Gam
Chowki.

(3) Date of sending to Police Station:
30/08/2002.

(4) Name and address of Complainant / Informant:
Shri Ashokkumar Jayantilal Sheth, Authorized
Manager of Adajan Nagrik Sahakari Bank
Limited, having address at "Manthan"

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(5) Shri Subedh Bhandari,

Reside at 704 B, Govind Complex, Sector No.
14, Vashi, Navi Mumbai.

(6) Shri Hiten Bhupendra Shah,

Reside at 102, Gandhi Nivas, Ashoknagar road,
Wadala, Shantakunj, Mumbai.

(7) Shri Hiren Gadao, Senior Vice President, Home
Trade Limited Registered Company

Business: Commission of sale and security,
etc. having address at (1) International
InfoTech Park, Tower No.3, Fifth floor, Vashi
Railway Station Complex, Navi Mumbai, Dist.

Thana (2) 709, Near Raheja Centre, Free Press
Journal Marg, Mumbai.

(8) Shri Sashank Gopal Rande,

Reside at 3/1, Radhakrushna Nivas, Ground
floor, S.K. Bollywood, Dadar (C.W.J.),
Mumbai.

(9) Shri Vijay Himatlal Modi,

Reside at 203, Amita Co.Op. Housing Society,
Kulupawadi road, Borivali (East), Mumbai.

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(16) Shrimati Jagruti Ketan Sheth,

Reside at 193, Lalit Kutir, Gulmahor
Crossroads, Road No.9, Juhu, Mumbai.

(17) Shri Kanan Mevawala,

Reside at Jayana Mahal, Fifth floor,
Opposite Wankhede Stadium, Marine Drive,
Mumbai.

(18) Shri Ketan R. Maskariya,

Reside at Director, Home Trade Limited
Registered Company, Business: Commission of
sale and security, etc. having address at (1)
International InfoTech Park, Tower No.3,

Fifth floor, Vashi Railway Station Complex,

Mumbai, Dist. Thana (2) 709, Near Raheja

Centre, Free Press Journal Marg, Mumbai.



(16) Brief facts of the complaint / incident and
if stolen, full particulars of properties
stolen:-

Offence under Sections-406, 409, 420, 421,

422, 423, 465, 467, 468, 471, 114, 34, 120 (b)

of I.P.C. In such a way that at the above

stated date and time, the accused persons of

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7/7

Directors of our Bank, I, the complainant, have been authorized to lodge complaint against the accused persons as per rules and accordingly, present complaint has been filed against the accused persons of this case.

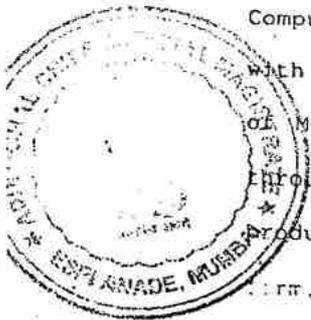
(2) The accused No.1 of this case is the firm namely "M/s. Home Trade Limited" and the said firm has been registered as share and broker in National Stock Exchange. The accused Numbers 2 to 18 of this case are Directors and agents of the aforesaid firm and their work is to get share and security, etc. They have been making the said representation before the complainant since the beginning and believing the said representation, he continued proceedings thereof by accepting them as agent of the firm i.e. the accused No.1. The accused Nos. 2 to 18 are managing and administering the firm of the accused No.1 as Directors and agents of the firm and they are responsible for management of the firm. By the virtue of this fact, the complaint has been registered against the accused persons of the firm.



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Executive of the said company. Further, the accused No.2 Nandkishor Trivedi is Executive Director of the said company.. They stated that all the three of them are the chief masters and authorized signatory of the said company. Moreover, Home Trade Ltd. Is also member of National Stock Exchange and for proof thereof, they produced copy of its Certificate. They further stated that the said firm owns Kumbh Computerized air-conditioned office at Mumbai with ultramodern facilities and most of the work of Mumbai-Pune Stock Exchange are carried out through their office. By stating so, they produced authority regarding work of the said firm.



Considering the aforesaid representation of the accused No.3, the complainant bank entered into contract with them to purchase Security having value of Rupees One Crore at 12 % and for this contract, cheque of HDFC Bank was issued to the accused. In this connection, the accused had given delivery of this security to the complainant bank.

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company is also going to make advertisement of said company through Shahrukh Khan, Hritik Roshar, Sachin Tendulkar and Priyanka Chopra and thereby they produced authority regarding work of the said firm.

Considering this fact, earlier, complainant Bank had entered into contract with them as they stated that Security of Rupees Two Crore will benefit the bank due to good market price. Moreover, they also stated to purchase Security of Rs. 3 Crore at 7.5 % against this due to low market price and contract of purchase thereof was executed. Upon adjusting amount of sale contract with contract of purchase, the amount of remaining amount i.e. Rs. 67,26,076.29 in favour of HDFC Bank favouring the accused firm was issued and by depositing the said cheque into the account, the accused firm had encashed the said cheque. Thereafter, though the complainant bank had frequently asked for delivery of the security of the amount of Rs. 7 Crore purchased by Home Trade Limited at 7.5 % from the accused persons, they did not give

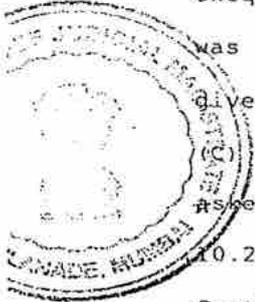


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of Rs. 1,00,25,300/- of HDFC Bank, which was encashed by Home Trade Limited. In connection with this payment, the bank was given delivery of the security accordingly.

(B) On 15/01/2001, the complainant bank had asked to purchase security of Rs. 50 lakhs at 10.25% and Home Trade Company Limited issued Contract Note Number 6401. In lieu of this transaction, the complainant bank had issued cheque of Rs. 48,60,138-89 of HDFC Bank, which was encashed and delivery thereof was also given.



(C) On 29/08/2001, the complainant bank had asked to purchase security of Rs. 50 lakhs at 10.25% and Home Trade Company Limited issued Contract Note Number 6739. In lieu of this transaction, the complainant bank had issued cheque of Rs. 52,42,048-61 of HDFC Bank, which was encashed, but delivery thereof was not given.

(D) On 05/12/2001, the complainant bank decided to sale their government securities through Home Trade Limited. Accordingly, the

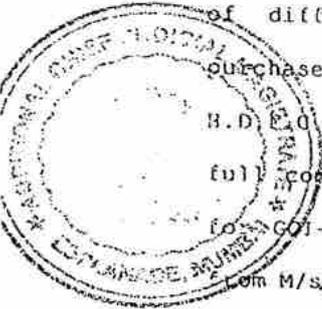
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In connection with this transaction, the complainant bank had sold security of this transaction through Contract Nos. 6905 and 6907 and delivery of the security was given to Home Trade Limited. This was sold by contract note No. 6909. M/s. Home Trade Company had the security and security purchased by complainant bank was pending by Security Contract Note NO. 6739.

The complainant bank had given amount of difference regarding aforesaid sale and purchase to Home Trade Limited through draft of B.D.F.D. Bank. The complainant bank has paid full consideration amount of Rs. 3,06,06,250/- for COI-2010 at 7.5 % by purchasing the same from M/s. Home Trade Limited. However, M/s. Home Trade Limited has failed to give security. Copy of contracts as mentioned in this paragraph are enclosed.

(E) In order to obtain the aforesaid Government Security purchased by the complainant bank, follow up was taken up personally and over the phone from the accused persons and bank had



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12/04/2002 and they stated that as 7.50% GO:- 2010 security was not available in the market, they had executed this contract. (Copy enclosed). The accused persons have further stated that they shall give delivery of the aforesaid security up to 30/04/2002 and if they fail to give delivery of the aforesaid security up to 30/04/2002, Cheque No. 984321 of HDFC Bank, Nariman Point Branch of the amount of Rs. 3,24,62,700/- was enclosed to encash the same. (Copy thereof is enclosed).

(6) Thereafter, when I, the complainant and Shri Pankaj Shah, Director of the bank went to the office of the accused persons in Mumbai to obtain the aforesaid securities, the accused No. 2 met them and he assured to give delivery of the security within short time and if delivery is not done, aforesaid cheque can be encashed. However, thereafter also, despite completion of time period, the accused persons could not give delivery of the aforesaid security to the bank.

(7) Thus, upon lapse of time period, the complainant bank deposited the aforesaid cheque



copy

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deceitfully producing false and forged documents with seal and signature, made signature on false contract note to obtain amount of Government security by falsely stating to sale Government security. However, while issuing such Note, the accused persons had knowledge that they did not have government security to be given to the complainant and they cannot give physical delivery of government security to the complainant. With intention to commit fraud with complainant Bank, the accused persons falsely stated of selling government securities and obtained amount thereof. They have not given physical delivery of government security also and despite having knowledge that the cheque issued by them is not to be honoured, they have issued cheque to the complainant Bank, which has been dishonoured. Under the circumstances, the accused persons have committed grievous offences, which are punishable under the law. Chartered Accountant Niraj Surti introduced Ketan Sheth to the bank. As he had knowledge about transactions mentioned in the complaint



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(10) The complainant Bank is Cooperative Bank and money of complainant bank are firstly public money. As the accused persons have tactfully committed fraud in collusion with one another with systematic planning to usurp amount of the complainant bank, they have committed offence punishable under Sections-406, 409, 420, 421, 422, 423, 465, 467, 468, 471, 114, 34, 120(b) of I.P.C. Thus, it is requested to take legal action against them.

Witnesses for the Cooperative Bank are the complainant, Financial Director, employees, etc and Chartered Accountant Niraj Surti and whatever comes out during course of investigation.

Copied by True copy
Compared by Sd/- illegible
Assistant Registrar, Civil Court, Surat.
Application No. 3305/2002
Appin. Made Mr. Chandrakant Agre
First party sd/-
Appin made 27.8.2002

60

Xerox copy Sde 14 side
Xerox charge 10.50
Paper charge 3.50
Total Rs.14.00

True Translation Copy



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for investment in Government securities and trading of shares (Broker). Our bank had, through said firm, earlier done investment in Government securities. Since the year 1995 our bank has been having transactions with said Growth Avenues Company. As we have been having contacts with said firm since last seven years, one person namely, Niraj Surati, who stays in Surya Flats, Surya Shopping Complex, Bharuch, used to visit our bank frequently, we happened to be in contact.

Paragraph illegible.

Our bank has done transactions with said firm from 1995 to 2000. Regarding whatever the Government securities are purchased by our bank from Ketan Sheth and Co., its delivery has been done in time to the bank by said company regularly. Thereafter, in the year 1999, Ketan Sheth and Niraj Surati had informed our bank that they have formed the Company in the name of The said Company is also working as a broker of the Government securities. Therefore, our bank purchased Government securities from said Company also. The delivery of the same was also done regularly by the said Company. Thereafter, in February-1999, the said Ketan Sheth and Niraj Surati had done representation before our bank.



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will issue the cheque to us. Therefore, as we kept trust upon them, they executed one Contract dated 30/03/2002, wherein they had given oral undertaking to deliver the securities till 15/05/2002. They further stated that if we do not have trust upon them, they may issue the advance cheque to us. They issued the cheques as under :

No	Cheque No.	Date	Amount
1	984317	11/04/2002	Rs. 80,72,206/25 paisa
2	984302	25/04/2002	Rs. 6,36,250/-
3	984307	16/04/2002	Rs. 5391295/93 paisa
4	984309	29/04/2002	Rs. 54,12,566/66 paisa
5	994309	23/04/2002	Rs. 1,08,45,683/33 paisa
6	984310	7/5/2002	Rs. 1,08,51,866/67 paisa
7	984311	17/05/2002	Rs. 1,41,49,828/33
8	984323	15/05/2002	Rs. 1,29,11,175/-
9	984324	15/05/2002	Rs. 1,29,04,815/-
10	984325	15/05/2002	Rs. 1,29,02,975/-

All the above cheques were of HDFC Bank, Nariman Point Branch, bearing Account number 001040017011. They were of total amount of Rs. 9,40,37,869/07 paisa. The said cheque mentioned at sr.no.1 vide no. 984317 of the amount of Rs. 80,72,206/25 paisa. After giving assurance as above also, they did not deliver to us the Government securities. In spite of our frequent reminders, no satisfactory reply was given by them. Therefore, as we deposited all the above rest of nine cheques in the bank, as

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Apartment, Near Gujarat Gas Circle, Adajan road, Surat, reside at as above.

(5) Names and addresses of accused persons, full particulars [Details of known/suspected/unknown accused with full particulars]

(1) Home Trade Limited Registered Company

Business: Share and Security broker, etc. having address at (1) International InfoTech Park, Tower No.3, Fifth floor, Vashi Railway Station Complex, Navi Mumbai, Dist. Thana (2) 709, Near Raheja Centre, Free Press Journal Marg, Mumbai.

(2) Shri Nandkishor Shankarlal Trivedi,

Reside at Devbhuvan, Second floor, Yara Bazaar, Mumbai

(3) Shri Ketan Kantilal Sheth,

Reside at 193, Lalit Kutir, Gulmahor Crossroads, Road No.9, Juhu, Mumbai.

(4) Shri Sanjay Hariram Agrawal,

Reside at Gulmahor Crossroads, Road No.10, Juhu, Mumbai.



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(16) Shrimati Jagruti Ketan Sheth,
Reside at 193, Lalit Kutir, Gulmahor
Crossroads, Road No. 9, Juhu, Mumbai.

(17) Shri Kanan Mevawala,
Reside at Jayana Mahal, Fifth floor,
Opposite Wankhede Stadium, Marine Drive,
Mumbai.

(18) Shri Ketan R. Maskariya,
Reside at Director, Home Trade Limited
Registered Company, Business: Commission of
sale and security, etc. having address at (1)
International InfoTech Park, Tower No. 3,
Fifth floor, Vashi Railway Station Complex,
Mumbai, Dist. Thana (2) 709, Near Raheja
Centre, Free Press Journal Marg, Mumbai.



(b) Brief facts of the complaint / incident and
if stolen, full particulars of properties
stolen:-
Offence under Sections 406, 409, 420, 421,
422, 423, 465, 467, 468, 471, 114, 34, 123 (b)
of I.P.C. In such a way that at the above
stated date and time, the accused persons of

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Directors of our Bank, I, the complainant, have been authorized to lodge complaint against the accused persons as per rules and accordingly, present complaint has been filed against the accused persons of this case.

(2) The accused No.1 of this case is the firm namely "M/s. Home Trade Limited" and the said firm has been registered as share and broker in National Stock Exchange. The accused Numbers 2 to 18 of this case are Directors and agents of the aforesaid firm and their work is to get share and security, etc. They have been making the said representation before the complainant since the beginning and believing the said representation, he continued proceedings thereof by accepting them as agent of the firm i.e. the accused No.1. The accused Nos. 2 to 18 are managing and administering the firm of the accused No.1 as Directors and agents of the firm and they are responsible for management of the firm. By the virtue of this fact, the complainant has been registered against the accused persons of the firm.



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Thereafter, on 15/01/2001, the complainant bank had entered into another contract to purchase security of Rs. 50 lakhs at 10.25% and the complainant made payment thereof through the cheque of HDFC Bank and the accused had given delivery of this security to the complainant bank.

On 29/08/2001, considering the fact that the accused firm Home Trade Limited had given delivery of both the earlier contracts and the Reserve Bank of India has made endorsement thereof in favour of the bank, the complainant bank entered into another contract to purchase security of Rs. 50 lakhs at 10.25% and the complainant also made payment thereof through the cheque of HDFC Bank.

Thereafter, on 05/12/2001, the accused No.3 Ketan Sheth and Shri Niraj Surti personally came to the complainant bank and stated that Government Security work of Home Trade Limited is going on in full swing and new company of the firm registered with the name Thank India Limited is also coming to the market. Their

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bank has entered into contract to sale the following securities as per the amount shown in the next column.

Sr. No.	Name of Security	Amount of sale (Total value)	Remarks
1	12 % SDL-2010	1,21,36,666.67	Physical
2	10.25 % CG-2012	58,08,541.67	delivery was given to Home Trade.
3	10.25% GOI-2021	59,34,975.28	Delivery was with them.
		Rs. 2,38,80,173.62	Paise

On the same day, the complainant bank decided to purchase C.G.-2010 Security having total amount of Rs. 3,06,06,250/- through M/s. Home Trade Limited and accordingly, the accused Company issued Contract Note No. 6011, whereon the accused No.5 has made signature thereon on behalf of the accused No.1.

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to HDFC Bank, Surat Branch on 27/05/2002 believing that the amount shall be recovered. The said cheque was returned to the complainant bank with endorsement of 'Account Blocked'. When the accused persons had issued the aforesaid cheque, they knew that the said cheque is to be dishonoured. However, the cheque was deceitfully issued with an intention to commit fraud with the Bank. As the said cheque was dishonoured, Notice has been issued to the accused persons under Section-138 of the Negotiable Instrument Act. Despite receipt of the said Notice, the accused has not paid the aforesaid amount within stipulated time period. Thus, we have right to file complaint under the Negotiable Instrument Act. This complaint is for offences committed under Indian Penal Code. (8) Under the above circumstances, the accused persons of this case committed fraud with the Bank in collusion with one another with an intention to usurp the amount stating that Government Security can be delivered in stipulated time period, took the bank into confidence to commit fraud by

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Date. 20/08/2002

Sd/-illegible

Manager,

Adajan Nagrik Sahakari Bank

(8) Reasons for delay in reporting by the
complainant/informant:- _____

(9) Disposal of Muddamai

In view of aforesaid written complaint,
Police Inspector, Rander registered offence on
the basis of Local Application No. 443/02 dated
20/08/2002.

Dispatched to Chief Judicial
Magistrate, Chief Court, Surat.

Sd/- (illegible)

Police Station Officer

Rander Police Station,

Surat City.

True Translated Copy

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10) Shri Salil Nilkanth Gandhi aged years 43 Occ Business Resi 11/13 goldcoin co-op housing society, Tardev Mumbai - 400034.

11) Shri Allen James Mackvin aged 41 years Occ Business Resi 785, castor street monte view, c.o. 94041 U.S.A.

12) Shri Rasal Baikem negar aged adult years Occ Business Resi timber hill h n field M.A. U.S.A.

13) Shri Mike @ Manoj ambalal shah aged 58 years Occ Business Resi bela road HMC extention Banglore - 5060080.

14) Shri Dhanjay Agrawal aged adult years Occ Business Resi Mumbai - whose address is not known at present.

15) Smt Shilpa Hiten Shah aged adult years Occ Business Resi 102, Gandhi building, ashok nagar road vakola Shant cruz Mumbai - 400055.

16) Smt Jagruti Ketan Sheth aged adult Occ business Resi 193 Lalit kutir CHS gulabshwer cross road JVPD Mumbai. - 400049.

17) Shri Kanan Mevawala aged adult Occ Business Resi whose address at present is not known Mumbai.

18) Shri Ketan Mehusuriya aged 35 years Occ Business Resi whose address at present is not known Mumbai.

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bank was offered attractive rate illegible and against which were allured to purchase bank security the above mentioned 4 accused had given allurement for giving security at below mentioned rates.

Details of Security

G.O.I. 20-10.7.50% of Rs.10.00 crore (face value)

G.O.I. 2009 7.00% of Rs.5.00 crore (face value)

Total Rs.15.00 crores

This persons by giving above mentioned allurement and thereby alluring shareholder of our bank and thereby sold got it sold above securities and then on dated 07.12.2001 settlement was done and as per settlement Rs.15.00 crores of security delivery illegible illegible was given.

5) As mentioned by accused opinions given by them in that time of said securities details have not been given for which now and then by the banks its demands were made by phone and fax. Delivery of this Rs.15 crore securities for long time has not been given by this accused and while making its demands instead of giving delivery of securities on dated 21.2002 accused no. Shri Surti 19, accused no.3 Ketan Sheth, accused no. 2 S. Trivedi had come to bank and thereby said accused had informed that they have sold Rs.15 crore securities and informed that if

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this my complaint to conduct procedures against them.

My witnesses are as under;

1. illegible Shah
2. illegible

If required further names of witnesses shall be given.

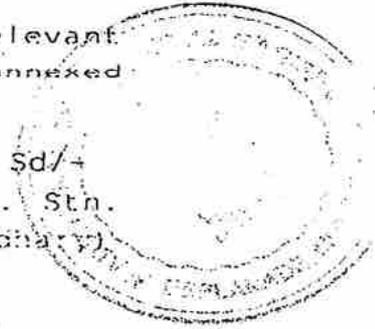
Seal of Surat Nagrik
Sahakari Bank Ltd,
Surat, Bhagal Branch

Date. 1.08.02

For, Surat Nagrik
Sahakari Bank Ltd,
Surat, Bhagal Branch
Authorised person

Attachment: Along with this relevant documentary evidences are annexed herewith.

Before me, Sd/-
Varachha Pol. Stn.
(P.i. G.K.Choudhary)



Copy Sent to :
Hon. Chief Judi Magistrate of Surat

Seal of Hon. Chief
Judi Magistrate of Surat

True translated copy

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(1) We, the complainant, are Cooperative Bank established and run under the Banking Regulation Act, 1949 and Gujarat Cooperative Act and sub-rules at Gandevi. The Reserve Bank of India, Ahmedabad has given required licenses to our Institution to carry out banking work and Head Office of our Bank is situated at Gandevi and other offices are situated at Bilimore and Chikhali. As per resolution No.2(A)3 dated 19/05/2002 passed by the Board of Directors of our Bank, I, the complainant, have been authorized to lodge complaint against the accused persons as per rules and accordingly, present complaint has been filed against the accused persons of this case.

(2) The accused No.1 of this case is the firm namely "M/s. Home Trade Limited" and the said firm has been registered as share and broker in National Stock Exchange. The accused Numbers 2 to 18 of this case are Directors and accused no.19 and 20 work at Bharuch and they identify themselves as agents of accused no.1 firm. They

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As per Statutory Liquidity Ratio, which is known as S.L.R., the complainant Bank has to invest minimum amount in Government Securities and the Reserve Bank of India decides this Statutory Liquidity Ratio, which is known as S.L.R., from time to time as per provisions of the Banking Regulation Act, 1949 and it is mandatory for all the Cooperative Banks to comply with such direction of the Reserve Bank of India. In this way, it was mandatory for the complainant Bank to invest in Government Securities to maintain S.L.R.

(4) with reference to above mentioned facts and to satisfy legal provision and relying upon the representation of accused No.3 Ketan Sheth, complainant bank paid Rs.25,77,258-61 paise to the accused through Cheque No.63956 drawn on the Maharashtra State Co-Op. Bank Limited, Mumbai and purchased the government securities and aforesaid transaction was carried out to the satisfaction of the complainant bank.

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computerised and air conditioned one (illegible lines) made attempts to create a false impression of good dealing.

(6) Relying upon above representation of the accused persons and with a purpose to maintain SLR, complainant carried out below mentioned financial transactions through accused persons.

Details of Financial Transactions

- A) Amount of Rs.25,7,358-61 paisa was paid through cheque no.63956 drawn on the Maharashtra State Co-Op. Bank Limited in October-1999.
- B) Ketan Sheth accompanied accused no.4 Sanjay Agrawal and accused No.2 Nandkishor Trivedi to the head office of the complainant bank in May-2000 and made representation that they have changed the name of their Euro-Asian Securities Limited to Home Trade Limited and Home Trade Limited dealt in government securities and it was a member of the stock exchange and requested to carry

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transaction of the same. Pursuant to the same, the said amount was paid through Cheque No.069109 drawn on the HDFC bank.

E) In other transaction, we asked to sell securities of Rs.2,21,90,375-00 paise, accused provided contract note no.6815 and 6817 and we provided the securities to accused accordingly. We had purchased 85% GOI-2015 securities for Rs.2,02,305-56 paise through contract note no.6813 of accused and accused paid Rs.19,52,069-44 paise towards the difference. However, accused did not provide security for note number 6813.

F) Accused were asked to provide securities for note number 6813 in November-2001, and accused stated facts of earning huge profit towards sale of aforesaid securities. Therefore, accused were asked to sell the said securities and accused informed about sale of the same through contract note 6867 dated 15/11/2001 for Rs.16,68,694-44 paise.

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J) Accused were told to carry out sale transaction regarding contract no.6941 on 26/02/2002 and accused provided contract note no.7435 dated 26/02/2002 for Rs.2,86,79,062-50 paise to us.

K) For our requirement, accused were asked to purchase 77% of GOI-2017 securities, and accused provided contract no.7437 dated 26/02/2002 for Rs.2,90,10,162-50. Accused were to give aforesaid securities to us.

But, accused persons in collusion with one another since beginning, misled the bank and lures us with mala fide intention and availed amount in crores from us and despite knowing that it would cause us huge losses, they obtained such amount from us and utilised the same for their personal use and misappropriated the said amount in crores.

Despite demanding the said amount time and again, they do not return the 8.07% GOI 2017 securities as per the contract note number 7437 dated 26/02/2002. Though we tried to contact the accused persons over phone, fax

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(8) Our witnesses are as under.

- 1) I-complainant.
- 2) Shri Akshay R. Desai, Director, The Gandevi Peoples Co-Op. Bank Limited, Gandevi.
- 3) Shri Mukesh Maheta, Director, The Gandevi Peoples Co-Op. Bank Limited, Gandevi.
- 4) Shri Manharlal D. Shah, Director, The Gandevi Peoples Co-Op. Bank Limited, Gandevi.
- 5) Shri Kishor T. Patel, Director, The Gandevi Peoples Co-Op. Bank Limited, Gandevi.
- 6) Shri Gulabbhai B. Patel, Director, The Gandevi Peoples Co-Op. Bank Limited, Gandevi.

Further witnesses may be produce as per requirement.

Date: 10/07/2002

Declaration

I-Complainant declare at Gandevi today that all the facts mentioned in above complainant are true and correct as per my knowledge and belief.

FIR No. I 93/02. 47. 18.8.02

ANNEXURE-P-7

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First Information Report of Cognizable Offence

[under section 154 of Criminal Procedure Code]

Sub-District : Navsari Town, District:- Navsari.

Date and time of occurrence of offence:-

During February-1999 to 29/04/2002.

- (1) Date and time of conveying information :
Date : 18/08/2002, 22:00 Hrs.
- (2) Place of offence and distance and direction
from the police station :
Mouje Navsari Peoples' Co-operative Bank,
Bis Dayal Upadhyay Bhavan, Opp. Gayan Shala,
Dhobivad, Navsari, South, 2 Falang.
- (3) Date of sending from the Police Station:
18/08/2002.
- (4) Name and address of Complainant / Informant:
:
Dhanuprasad Harishankar Suthar, Manager,
Shri Navsari Peoples' Co-op Bank Ltd., R/o
304, Dhruv Apartment, Near Vijay Park
Society, Opp. Lunci Kui, Navsari, Phone
no. 40621 (R), 57209 (O).
- (5) Names and addresses of accused persons, full
particulars :
(i) Shri Sanjay Hariram Agrawal, Director,
Reside at Juhu Shalimar CHS Limited, Seventh
Floor, Gulmahor Crossroads No.10, Mumbai-

lodged as under :

Complaint : As per provisions of Sections-406, 409, 420, 421, 422, 423, 120(B) and 34 of the IPC.

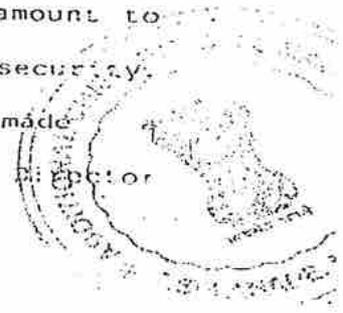
The facts of the complaint of myself the complainant are as under :

- (1) Us the complainant is a co-operative bank. It was formed in the name of Shri Navsari Peoples' Co-operative Bank Ltd, Navsari. Further, its registered and administrative office is at the address of Din Dayal Upadhyay Bhavan, Opp. Gayan Shala, Dhobivad, Navsari, Gujarat. Further, its registration has been done under provision of the Gujarat State Co-operative Act-1961. We as the authorized by the Reserve Bank of India, have been doing the business of banking in Navsari and nearby areas.
- (2) Present complaint has been lodged against Ms. Hometrade Ltd. (Hereinafter referred to as the Broker) and the company by virtue of the member of the National Stock Exchange of India (hereinafter be referred to NSE), working as a Share and stock broker, its Directors namely, Sanjay Agrawal, Ketan Sheth, Shri N.S. Trivedi and Shri Suroodh Bhandari and other accused persons, hatched criminal conspiracy, committed fraud with us for the amount to the

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the month of December, Shri Ketan Sheth visited our bank and made representation that he is owner of Ms. Ketan Sheth and Company and has been doing the business of sale-purchase of Government securities for the co-operative banks and other different customers.

(4) Thereafter, I discussed with him regarding conditions of purchase of securities through his firm. Lastly, with the view of fulfilling the need of our SLR, we had put an order on 20/12/1997. The said Ketan Sheth and Company had, purchased the securities of GOI (Government of India), 1998 at the rate of 10.50% for the amount of consideration of Rs.35,30,625/-. Further, the amount of consideration for the same was paid through the cheque bearing no.862081 of Maharashtra State Co-op. Bank, Ltd., Mumbai. The said broker had handed over active custody of said security to us. Therefore, both the parties performed their duties. Therefore, we purchased different Government securities from said Mr. Ketan Sheth and Co. During all said transactions, we performed our duties from payment of amount to handing over possession of the security. Meanwhile, Shri Ketan Sheth made representation before me that he is a Director



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responsibility, we had handed over custody of said securities to them. We had also received full amount of consideration. Accordingly, we completed the procedure of sale.

(7) In the month of January-2000, Shri Ketan Sheth, Shri Sanjay Agrawal and Shri N.S.Trivedi informed to us that now their company namely, Euro Asian Securities Ltd. will work with new name of Home Trade Ltd. For the same, Mr.Sanjay Agrawal is a Chairman and the Chief Executive Officer. Further, Mr.Ketan Sheth and Mr.Nandkishor Trivedi are the directors. They made further representation that new company namely, Home Trade Ltd. is a member of NSE, their administration is being done with the team of professionals. Further, they had assured us of doing result oriented business. They requested to do the business with new broker firm namely, Home Trade. They also made representation that they have developed another group company who will, in the name of Value India Ltd. work result oriented in software technology development. They also told that their business development activities will be carried out by the celebrities of film line namely, Shahrukh Khan, Rutvik Roshan, Sachin Tendulkar and Priyanka Chopra. Later on we came to know that they have

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(B) Therefore, with effect from February-2000, for completion of requirement of SLR, we began purchasing Government securities from Home Trade Ltd. We sold certain Government Securities through them till end of March 2001. The said broker had, as a part of his responsibility, handed over custody of Government securities to us. On accepting the said amount against securities, accepted the Government securities which we had sold.

(C) During the financial year of 2001-2002, RBI issued a circular and informed that the Peoples' Co-operative Banks must increase the volume of investment in Government securities and not deposit the amount in District or State Government banks. To described in other words, for the purpose of fulfilling need of SLR, instead of investing in term deposit with District and State Government banks, the Peoples' Co-operative Banks were permitted to invest the volume of investment in Government securities. We compared between the income of District and State Banks and the Government securities. With the view of completing the requirement, as directed in the Circular of the RBI, we invested the amount in Government securities.

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(G) In the month of March-2002, the below mentioned securities for which the amount of purchase order were paid, they were in the custody of the said broker.

No	Sec. Name	Face Value
1	10.50% GOI 2014	50000000.00
2	9.39% GOI 2011	70000000.00
3	11.50% GOI 2011	30000000.00
4	11.50 % GOI 2015	50000000.00
	Total Facevalue	200000000.00

Therefore, we decided to sell the said Government securities. The broker implemented the said transaction and issued the contract notes as mentioned below.

No	Scrip Name	Cont	Face Value	Total Consideration
1	10.50% GOI 2014	7395	50000000.00	63306253
2	9.39% GOI 2011	7397	70000000.00	80874150
3	11.50% GOI 2011	7405	30000000.00	38381240
4	11.50 % GOI 2015	7411	50000000.00	65650694
			Total receivable	24821234444

(H) We had, with the view to complete the requirement of SLR, to purchase the following securities, we informed the broker and broker implemented the said transaction and issued the contract notes to us.

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custody of the Government securities which we had purchased for the amount of Rs.247652925/- . The said amount was fully paid to them.

(5) We had paid the amount of consideration against purchase of said securities. We informed to them through telephone and individually to hand over their custody. But, the brokers kept on giving us false excuses. Till date they have not handed over to us the custody of said securities. To pressurize them to hand over the active custody of the securities purchased by us, we sent fax on the number 722-7812548 on 16/04/2002. Further, we requested to hand over custody of Government securities against the consideration amount paid by us. But, in spite of requesting them in person or through telephone or correspondence, they failed in handing over custody of Government securities. The copy of the letter dated 16/04/2002 is produced at exhibit B. We visited in person their company, but none of the superior officers were found present. We came to know that they are absconding. Therefore, we were annoyed. We were assured that the said brokers have committed fraud with us and they had denied us seeing in person. Further, they have failed in handing over active custody of securities.

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action in the matter and to seize their passports. We request to take action so that the criminals may not move away by leaving the country. We are, with our best knowledge and belief, producing herewith the schedule describing the properties of said broker, directors of said firm, their assistants concerned. Further, we request to seize their said properties.

(9) The accused persons of this case have, committed embezzlement, fraud of huge amount with one Peoples' co-operative bank of Dist. Valsad, two of Navsari, four of Surat, one of Karamsad, Dist. Kheda and thereby have caused loss to the financial interests of the depositors and share holders. On account of the same, the depositors have lost interest with the banks. On account of the same, the said banks are on the verge of lockdown. On doing the same, the accused persons have caused serious loss to the public interest. They have defamed all the well known banks. Stringent most criminal action must be taken against them.

(10) Myself the complainant is a Manager in The Navsari Peoples' Co-operative Bank Ltd., Navsari, having registered office at Din Dayal Upadhyay Bhavan, Opp. Gayan Shala, Dhobivad,



Thanking you:

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Sd/-

For the Navsari Co-op Peoples' Co-operative
Bank, Navsari.

Copy forwarded respectfully to :

Chief Judicial Magistrate, Navsari.

Date : 18/08/2002.

Sd/-

Police Inspector,
Navsari Town.

This is to certify that true Xerox copy has been
taken from the original.

Sd/-

True Translated COPY



known/suspected/unknown accused with full particulars]

Accused:

- 1) Mr. Nandkisore SHankarlal Trivedi, aged 45 yrs, Res/o - Devbhuvan, Second Floor, Room No.32 Gazdar Maholla (Street), Mira Bajar), Mumbai-2
- 2) Mr. Ketan Kantilal Sheth, Res/o - 193, Lalit Kutir (CHS), Third Floor, Gulmohar Cross Road, Road No.9 (JVPD), Mumbai.
- 3) Mr. Sanjay Hariral AGrawal, Res/o - Mumbai.
- 4) Mr. Subhodh Bhandari, Res/o - Mumbai.
- 5) Mr. Hiten Bhupendra shah, Res/o - Mumbai
- 6) Mr. Hiren Gada, Res/o - Mumbai.
- 7) Mr. Sashank Gopal Ranade, Res/o - Mumbai.
- 8) Mr. Vijay Himatlal Modi, Res/o - Borivalli (East), Mumbai.
- 9) Mr. Salil Dinkarlal Gandhi, Res/o - 11/13, Gold Coin Co.Op. Hsg. Socy, Ltd, Bhardev, Mumbai.
- 10) Alen James Macmillan, Res/o - 785, Castro Street, Montegue CA, 94041 USA.

a way that at the above stated date and time, the accused persons of this case committed fraud with the Bank in regard to their business of Home Trade Limited Company of which shares and stock brokers and merchant. They had hatched a pre-planned conspiracy and they had aided each other and with the complainant who is having business in the name of Sheth Bhagwandas Brij Bhukhandas Shroff working with Valsad Co. Operative Bank Ltd., Valsad as whose Manager and on behalf of the bank the banking activities are being made and they had in regard to their this Home Trade company of which banks of which ownership Government security certificate and different cheques by which money was got deposited and this money had to be taken by the accused of this matter by committing breach of trust and malafide intention to obtain financial benefits and they had committed cheating with the bank and the bank's money was misappropriated and the bank's security certificate was

had in regard to the Sheth B.B. Shroff Bulsar People's Co.Op. Bank Ltd. which is identified by that name and since last 77 years we are doing the banking activities and therefore we are having a very good reputation in Valsad District.

(2) Our bank had as per the Banking Regulation Act, 1949 under which provisions and as per the guidelines issued by the Reserve Bank of India which were issued then as per such circular the workings are made.

(3) Our bank had as per the provisions of the Banking Regulation Act, 1949 as per which statutory liquidity and to maintain the reserve funds limits the time and demand liquidating of 25% such amount of investment was to be made as Government security and other known sureties were to be made.

(4) The Reserve Bank of India had in regard to their citizens bank as investment of Government security was to be made and in that regard from time to time the Circulars are being issued and such investment limits to be enhanced for which circulars are also

are made. On that basis I complainant Sheth B.B. shroff Bulsar People's Co.Op. Bank Ltd., Valsad on whose behalf the present legal complaint is being registered by me.

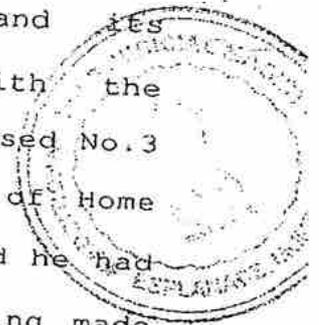
The accused of this matter is running and doing work for Home Trade Ltd. and Vez India Ltd. as per the address stated therein and the work of (1) Home Trade Share and Stock Broker and Merchant business is done and that is having the member of National Stock Exchange of India its office are Vasi, Navi Mumbai and Mital Court 'A' Nariman Point, Mumbai and Raheja Centre free press Journal at Mumbai, which is there.

(7) As the Vez India Ltd. shares and stocks broker and merchant which is having office at Home Trade Ltd. and at Tower No.6, Third Floor International InfoTech Yard, Vasi, Navi Mumbai and that is having its Telephone NO.7812444 and 7812550 is there and as Home Trade Ltd. of which business transactions and to use it is there.

(8) Some of the accused of this matter had in regard to the Home Trade Ltd. and Vez India

cheating and misappropriation and above associated companies and its sister concerns of which associate concerns and for its sister concerns Directors and personal and its other accounts in which the money was transferred and it came to be known that -

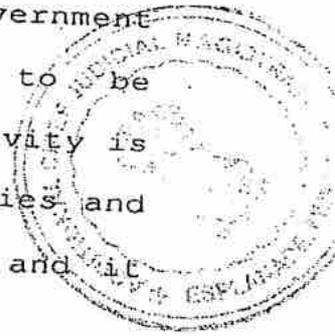
(9) The complainant of accused No.1 to 5, 7 to 12, 14 to 13 and 18, 19 on which the complainant having stated the address where the accused No.6, 13, 17 where its residential address are there and its information is presently not with the complainant. In this matter the accused No.3 - Sanjay Hariram Agrawal, Chairman of Home Trade Ltd. who is working as such and he had given a false and bogus contract being made with us the complainant and thereby he has committed cheating and misappropriation of the banks' money and in that regard all the accused of this matter in a planned manner at various stages such conspiracy was made to commit the offence and each accused had for such conspiracy what role was made by them.



The accused of this matter accused No.4 Mr. Subhodh Bhandari, Director of Home Trade Ltd. which work was made and he had from us the complainant bank the false and bogus contract note was given and the bank with whom they had committed cheating and misappropriation of money of the bank.

The accused No.1 of this matter Nandkishore Shankerlal Trivedi had introduced as Director of Uro Asian Securities Ltd. and Home Trade Ltd. and with the complainant bank from time to time by coming he had the motive of making cheating with the complainant bank and the money of the bank and Government securities of which certificates to be misappropriated and its important activity is done and the bank's money and securities and bond certificate was misappropriated and it has committed cheating.

The accused No.2 of this matter Ketan Kantilal Sheth had given his identity as Ketan Sheth and Company and Uro Asian Securities Ltd. and Home Trade Ltd. of which Directors was stated and with us the



said offence when committed then all remaining accused had performed the role of such conspiracy and the bank's money and Government securities certificates and other accused as where and how the disposal has been made and where it is there and such information is known by him. And said bank money of which cheating and misappropriation is done and certain share is possessed by them.

The accused No.17 of this matter Ketan R. Maskariya had worked as an officer of Home Trade Ltd. and the other accused had disposed of the government securities and to whom it was given which information is with him. And said accused as per above transaction the work is performed and as part of this scheme its share is obtained and said bank money of which part is there with him.

(10) The accused Nos.1 to 17 of this matter were previously doing the business in the name of Ketan Sheth and Company for work of broker and merchant. Thereafter they were doing the work in the name of Uro, Asian

(11) The complainant bank had as a part of the scheme which conspiracy for which accused No.18 for which Mr. Niraj A. Surti and from November 1993 had come to the complainant bank and the complainant and bank's Board of Directors had been met and it was stated that as Growth Avenue Research and management Consultants Ltd. in which name the Government securities investment being made for which they are the brokers and as to what work is done of the bank then its Government securities for which in bonds it should be invested which advice and guidance were given. Therefore the bank had asked them to send a quotation for investments and as per that they had at different times as stated below then for securities the quotations were sent and with bank the investment related transactions were made.

- (1) 10.50% GOI 2005 Rs.1 Crore face value
- (2) 11.75% GOI 2001 Rs.1 Crore face value
- (3) 12.50% GOI 2004 Rs.1 Crore face value

Thereafter keeping trust in the say of accused Nos.2 and 3 and 18 the Bank had for 10.85% GOI 2001 the value of RS.1 crore total and 11.25% GOI 2005 for RS.50,00,000/- total value was paid for that money and it was purchased. Similarly for 10.50% GOI 2005 for Rs.1 crore of face value of securities at market value the money was taken and the bank had sold it.

The accused of this matter had the intention from starting that and to fulfil such malafide intention the accused of this matter had hatched a preplanned conspiracy and with our complainant bank the cheating being made as per its motive and to misappropriate and as per such plan under which the accused of this matter had firstly for Ketan Sheth and Company had with the complainant bank the work was done and the complainant banks trust was taken and thereafter in January 1999 the accused Nos.1, 2, 3, 4, 16, 18 and 19 with whom our bank where they came and stated that they have stated a Uro Asian Securities Ltd. and the

(12) Thereafter the accused Nos.1 to 4 of this matter had in March 2000 as at Valsad they had come to our bank and accused No.2 had stated to the complainant and bank's board of directors that they had in regard to Uro Asian Securities named company for which Home Trade Ltd. would be identified and the company's chairman is accused No.3 Mr. Sanjay Harilal Agrawal who would work and Chief Executive was accused No.2, and accused No.1 Nandkisore Trivedi and accused No.4 Subodh Bhandari as Director of Home Trade Ltd. would work. They had also represented that our Home Trade Lt. company on which the Director is also very trustworthy and we all would get together and the teamwork to which the company's work would done and it was also stated that Home Trade Ltd. is possessing an international name and accused No.10 Alen James Macmilan and accused No.11 Rasel Bankem Jegar and Director would be working and cooperation. would be given and such representation was mad that Home Trade Ltd. which business is done then its objection was

and therefore we the complainant bank had taken Rs.2 crore face value of 10.80% GOI 2008 and was purchased and for Rs.50,00,000/- at 11.25% GOI 2005 by sale was taken and in April 2000 during which Rs.2 crore face value of 10.50% GOI 2014 was purchased and its market value to be paid for which money was given and against which they had given certificates to the complainant bank.

(13) Thereafter in the year May 2000 month to April 2001 the complainant bank from which in adequate amount the securities were taken and due to which reason its additional necessity not being there and accused had time and again made representation but even then as Government securities of which purchase and sale regarding which no proceeding were made with Home Trade Ltd. company and also for new securities being purchased no question was there and thereafter as Reserve Bank of India had in 2001 issued a notification and as per that the District Co.Op. Bank and State Co.Op. Bank of which urban Co.Op. Banks of whom invested money was maturing then its

against that the complainant bank had for contract No.6575at 10.85% GOI 2001 of Rs.1 crore as Government security certificate of 4 for which Rs.1,04,72,486.11 was sold to Home trade Ltd. and for remaining Rs.1,99,66,513.89 UTI Bank for cheque No.33051 and on 16.5.01 it was paid and other than that on 22.5.2001 the contract No.6577 was for our complainant bank had for contract No.6577 we the complainant bank had for 10.70% GOI 2020 which for Rs.2 crore of government securities was purchased. Its consideration amount was Rs.2,03,04,277.78 was paid and that amount was paid to the complainant bank by the accused Home Trade Ltd. and entire amount i.e. Rs.2,03,04,277.78 was paid to the bank vide cheque No.33052 on 22.5.2001.

In this manner for 10.70% GOI 2020 its total Rs.5 crore security was paid to the complainant bank by the accused Home Trade Ltd. for Rs.5,07,43,277.78 as consideration amount which was purchased and its money was not paid. Accused Home Trade Lt. company had

consideration amount was given for sale and contract No.6589 at 11.98% GOI 2004 its Rs.2 crore value government security certificate of Rs.2,22,09,66.67 of consideration amount for which it was sold and contract No.6591 at 11.19% GOI 2005 of which Rs.1 crore value Government security certificate of Rs.1,10,91,916.67 it was sold and said all government security certificate for AD - 15,16,17 and AD 13 to 16 and AD 15 accused to whom it was handed over. Further for Rs.87836.10 amount was given to our complainant bank by accused Home Trade Lt. as per UTI Bank cheque No.33055 which amount was paid and total Rs.5,51,68,819.44 amount was for sale of security and cheque amount was paid to Home Trade Ltd. and against at the accused had given to the bank its 10.25% GOI 2021 amount of Rs.50,00,000 for AD No.8 certificate which was paid and 10.25% for year 2021 of Rs.5 crore government security certificate was given through Home Trade Ltd. and complainant bank to whom it was not handed over. Therefore we the complainant

Directors meeting and accused No.2 ketan Sheth had for Home Trade Co. as its Director capacity the Uro Asian Security and for Home Trade Ltd. for which early transaction are pending and its issues would be resolved and in his presence during which 10.25% GOI 2021 government security and 10.80% GOI 2008, 11.98% GOI 2004 and 11.19% GOI 2005 of which security being there and to take it was stated and the same should be considered and as per deals made as on 31.5.01, 2.6.01 of which 10.25% GOI 2001 of total of Rs.6,50,00,000 of which government security through them it was to be taken and its payment was paid and in lieu of the same some bank ownership government security had been sold by them and thereafter accused No.2 ketan Sheth had said bank ownership original certificate and transaction letter was to be taken through his men which would be sent and such fact was stated on telephone and as per that the complainant bank had from the accused Home Trade Ltd. in regard to the bank

which sister concern is Vej India Ltd. company is being run. Its office is also at Home Trade Ltd. and other than that their sister concern was Viltage Management services Hs. And Viltage Investment Banking services Ltd. and Gitlej Forex .ltd. and Giltej Liquidity varieties ltd. and Giltej credit capital ltd. and Ketan Sheet and Co. and Uro Discover Technology ventures Ltd. and at Mauritius new Mumbai account is kept and for Uro Officer Investment Ltd. and Dalhousie Securities spots. Ltd. and Uro Allied Ltd. and other companies are our sister concerns and all such transactions are done by accused No.3 Ketan Sheth and accused No.1 and Nos 3 to 15 which is run by them and other than that accused No.2 had also stated the fact that above all sister concern of which main administration is done by Rakesh accused No.1, Nandkishore Trivedi, accused No.3 Sanjay Agrawal accused No.4 Subhodh Bhandari, accused No.13 Dhananjay Agrawal and accused No.2 Ketan Sheth who are doing it.

Rs.1,04,92.050.00 s per UTI Bank cheque No.33058 paid to Home Trade.

As per the above transaction then the complainant bank had for accused that is for Home Trade ltd. the total of RS.12 Crore as above amounts was paid for Government securities certificate and what was remaining. That certificate consideration amount of Rs.12,25,18,297.22 is there. The same is shown by table B being kept herewith.

(17) Thereafter Home Trade Ltd. on whose behalf as stated in above Para Rs.12 crore security certificate delivery was not given and the complainant bank had for said Rs.12 core certificate should be immediately which was informed on letter and phone but even then accused had for said Rs.12 crore the government security of corticated delivery was not made and its consideration amount of Rs.12,25,18,297.22 was not returned and it was further stated that said Rs.12 crore of which security is there then such security in market is not found and upon it being found it would be given by delivery and other than

was there or for Rs.13,19,85,937.50 considerations was to be taken.

(18) Thereafter accused No.2 in December 2001 the complainant bank had during which period the complainant bank had for accused of Rs.3,50,00,000.00 at 7.50% GOI 2010 government security contract No.6528 was purchased and its consideration amount of Rs.3,55,32,291.71 was to be given and against that the complaint bank as per Contract No:6921, 6923 at 15.50% to 15.50% of SSNL 2006 bond of Rs.1 crore and 15.75% KSEB 2003 of Rs.1 crore bond and 15.755 KBJNL 2005 of Rs.1 crore bond and total amount of Rs.3,28,65,890.25 of UTI cheque No.33060 of Home Trade Ltd. was paid.

In this manner in December 2001 till which the complainant bank from the accused the amount of Rs.16 crore as per above government security certificate was to be obtained or Home Trade Ltd. was to given the complainant bank Rs.16,75,18,229.17 amount to be returned and as per Table Group D is presented.

purchased and for accused Home Trade Ltd. through which delivery could not be made and its said 7.50% GOI 2010 security contract No.7151, accused Home Trade Ltd. of Rs.3,61,98,750 which consideration amount was to be returned and its total Rs.15,35,40,027.78 is there and its certificate face value is Rs.13 crore which was there. Further its certificate No.AD 13 AD 138 to 171 AD 6 to 8 and AD 308 was there and therefore accused Home Trade Ltd. had for the bank its difference of Rs.2,83,81,902.78 of HDFC Bank through with it was paid to the complainant bank.

Accused had for 7.50% GOI 2010 of Rs.3,50,00,000/- security certificate of delivery was not given and therefore it was purchased and its consideration amount was taken in deposited and lastly on 25.1.02 the complainant bank had for accused from whom Rs.24,50,00,000/- value as above stated government security certificate was to be obtained and accused had not given the same to the complainant bank and its consideration

the complainant bank of which board of directors had in its informal meeting had remained present and we the complainant bank of Rs.25,50,00,000/- as government security certificate was demanded and at that time accused No.1 and 2 had stated the fact that as stated by your complainant bank had as stated numbers of which government security citrate was to be transferred from reserve bank and it would be revised and such fact was stated but in that regard accsued had in this regard no evidence had been produced by them. Thereafter, accsued No.1 and 2 had stated the fact that tour said Rs.3 crore face value of 9.81% GOI 2013 and Rs.12,50,00,000/- face value of 9.85% GOI 2015 security as per market rate which were then its sale was made 8.05% GOI 2017 security could be given by us. Further as per security sale value was good profit making that for compensation being given accused was stated and new government security as per SGL account it was to be made was assured.

GOI 2013 of which Rs.12,50,00,000/- security for which Rs.13,19,85,937.50 which was finally the complainant bank had for the accused Home Trade Ltd. through which contract No.7165 as per 8.07% GOI 2017 of 9 crore face value and Rs.9,06,17,625/- of which consideration amount which is there and as per contract No.7443 as per which 8.07% GOI 2017 of which Rs.18,50,00,000/- face value of Rs.19,69,04,133.33 amount being taken. IN this manner the complainant bank from accsued of which 8.07% GOI 2017 of which total Rs.27,50,00,000/- of government security certificate is to be obtained of the amount of Rs.28,75,21,758.33 which amount is to be obtained. Or the government security corticated of which this accsued had committed cheating and its misappropriation has been made. Its table Group-F is produced.

(21) All the accsued of this matter are having malafide intention with cooperative banks they are doing cheating and bank's money was misappropriated and as a conspiracy its

for such transaction was made and the complainant bank had purchased the entire government security certificate where accused on whose behalf the complainant bank has not been given the same. Further we the complainant bank in whose name it is not transferred as such.

(23) As stated in the above complaint all facts when seen then on 15.5.01 to 19.3.02 till which that for accounting year 2001-2002 the complaint bank on whose behalf the accused for the Home Trade Ltd. company the following amounts of money transaction have been made.

(1) Complainant bank on whose behalf the accused had for Home Trade Ltd. for which cheque for which Government security certificate to be purchased as per which different cheques the period from 15.5.01 to 10.12.2001 during which time period about Rs.11,37,07,284.57 which was given and that is kept as Mark-H.

(2) Complainant bank for which bank had for ownership of Government security of

total amount of Rs.9,60,01,286.11 securities was made and by cheque the complainant bank had given it and the remaining amount of Rs.24,51,70,052.78 amounts on behalf of the paid amount then no such security corticated was not given by accused. On 1.06.2001 the security was purchased and that transactions and deal which was done and for which accused if money is paid then bank's security sale done and for which security purchase was made and fi accused having been paid the amount then bank's security sale and security purchase for which security certificate are not available. By giving such pretext and accused had hatched a conspiracy and such security amount and on market value at which it was paid and second security was to be purchased was asked and said security which newly purchased consideration amount of Rs.32,45,77,026.39 is there which was previously purchased and security on behalf of the accsued as the certificate was not being given and to return it back then its market value of Rs.33,69,21,731.94 has to be

and as per Mark 'A' to 'F' as per mark 'G' as per which a separate list its summary was presented.

In this manner as till March 2002 the complainant bank had for below stated details from the accused the Government security certificate of which delivery is not given.

Sr. No.	Date	Contract Number	Security Name	Face value (Rs.)	Consideration amount
1	30.1.02	7165	8.07% GOI 2017	9,00,000,000	9,06,17,625.00
2.	13.3.02	7143	8.07% GOI 2017	18,50,00,000	19,69,04,133.33
				27,50,00,000	28,75,21,758.33

In this manner the accused of this matter its planned conspiracy made by the bank for which Rs.27,50,00,000.00/- of which security certificate was not given and from bank its amount of Rs.28,75,21,758.33/- which amount of breach of trust and cheating of which serious nature of offence are made. Further for such offences its false and bogus contract note is made and its false trade

complaint has been made today to give the same.

(25) Presently in this matter the complainant whose witnesses are as under:

- 1) Complainant's bank Manager myself, Res/o - Valsad. Mr. M.F.Thakor
- 2) Bank's Accountant Mr. F.M. Thakor, Res/o - Valsad.
- 3) Bank's Chairman Mr. Dharmin C. Desai, Res/o - Valsad.
- 4) Bank's Managing Director Mr. Dipakbhai T. Desai, Res/o - Valsad.
- 5) Bank's Managing Director Mr. Amrutlal N. Patel, Res/o - Valsad.
- 6) Bank's Investment Committee members and those witnesses found during the investigation.

Before me,

Compared by sd/- illegible
 Certified that this is a true copy. SD/-
 illegible 14.8.02 Registrar, Chief Court,
 Valsad.

CHIEF JUDICIAL MAGISTRATE COURT,
 VALSAD DISTRICT

(8) Reasons for delay in reporting by the
 complainant/informant:- _____

(9) Disposal of Muddamal

Dispatched to

Sd/- (illegible)
 Police Station Officer

Transferred
True copy
 A



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Police Station : Vidhya nagar

Date & Time of offence : Any time Before
08.03.2002.

1. Date & Time of giving Complaint :
13.06.2002. hrs

2. Place of offence & Distance from
Police Station : In Moje Karamsad v:::age
4 km in west from beat post

3. Date on which sent from Pol. Stn :
13.06.02

4. Name & Address of Informant &
Complainant : Shri Secretary/Manager of
Karamsad Urban Co-op Bank Ltd Occ :
Service

5. Name & Address of Accused : Total
accused 13 those who are mentioned behind
page no.12 of the FIR.

6) Brief facts of complaint
if any items taken then its brief details
: All accused from the beginning had
intention of committing cheating and they
knowing the same have raised false
certificates and thereby have committed
cheating of big amount of
Rs.10,47,51,058/- ten crores forty seven
lacs fifty one thousand and fifty eight
and that all accused in collusion one
another have committed offence u/s 406,
420,409,465,,467,468,471,120(b),34,114 of
I.P.C is the matter of offence.

7. Procedures conducted in investigation
and reason of delay if any ; -----

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7) Shri Subodh Bhandari aged 45 years Occ Business. Resi 704, illegible Govind complex Road No. 14, Vasai Mulund Navi Mumbai - 400705.

8) Shri Mike @ Manoj ambalal shah aged 58 years Occ Business Resi bela road HMC extention Banglore - 5060080.

9) Shri Sashank gopal ranke aged 40 years Occ Business Resi 3/1 radha Krishna niwas ground floor S.K. Bhole road dadar C,W,J, Mumbai - 400028.

10) Shri Vijay Himatlal Modi aged 46 years Occ Business Resi a/203, amita co-op society, fulpada road Boriwali East Mumbai - 400066.

11) Shri Salil Nilkanth Gandhi aged years 43 Occ Business Resi 11/13 golocoin co-op housing society, Tardev Mumbai - 400034.

12) Shri Hiren illegible Director of Syndicate Management Services Pvt Ltd. Occ Business Resi 405, Aatish complex Opp K.P.Hospital C.G. Road, Gulbai tekra Ahmedabad.

13) Shri Amit Verma Director of Syndicate Management Services Pvt Ltd Occ Business Resi 405, Aatish complex Opp K.P.Hospital C.G. Road, Gulbai tekra Ahmedabad.

All have committed offence u/s 406, 420, 409, 465, , 467, 468, 471, 120 (b), 34, 114 of I.P.C.

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accused no. 12 and 13 are doing brokerage business in name of illegible Syndicate Management Service Pvt Ltd. And said accused hiren and amit verma are doing business with our Banks illegible management service limited at Ahmedabad.

4) Said accused in first week of November 0/1 means hiren and amit verma along with accused no.4 ketan sheth had come to our bank and all these three accused had come to gether and had met our director shri illegible Natubhai patel and in presence ketan introduced himself as director of Home Trade Ltd and that way hire and amit verma too had given such introduction and then ketan sheth informed us in detail that are purchasing and selling government securities and along with its relevant registration and also they had informed that they are registered as broker with SEBI. With that he had informed how they buy government securities at less rate then how they sell it on more rates and that way making profits and that way they had gained faith of complainant bank.

5) After accused having talked with us complainant bank then after with illegible they talked regarding this with board members and then on behalf of bank for purchasing security for that this matter accused ketan sheth, hiren and amit verma with them on dated 9.11.01 they had come to our bank in my presence then had talked with me and director Shri Natubhai patel in my presence and thereby had given total

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was mentioned that for the above mentioned securities its physical delivery we shall be getting in 30 to 45 days to all this we complainant bank had kept trust and faith. As no result thus we had constantly kept contact on phone when delivery shall come on that on dated 20.11.01 we were informed vide letter that securities have been purchased for the our bank but as those being from two different states through Reserve Bank so in processing it will take time but we shall see that at the earliest delivery of said securities are done to you so we had kept trust and faith on them and then illegible two lines they accused informed us that as per below mentioned securities they have purchased for we complainant bank mentioning such again they regained trust and faith of our bank.

1. Bhatpore Co-op Society Bank Ltd 9.91 of Rs.9.39 crores.
2. Borel Union Bank Co-op Ltd Kolkata of Rs.2 crore
3. Illegible Mahila Sahakari Bank Ltd Banglore of Rs.2 crore.

This way as per above mentioned purchase of securities accused had informed us illegible two lines...and then vide fax on dated 23.11.01 was sent thus we had gained total faith on them and we were assured that the securities those accused had purchased shall be given to us bank thus again we developed faith on accused. Then constantly we had been

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280544 • 15.3.02.IndusInd Bank 3,59,58,375/-
Total Rs.10,47,50,825/-

The above mentioned two cheques being deposited by us on dated 15.03.02 both got returned as there not being sufficient balance in accounts and were refused and got returned. and that we coming to know immediately we informed accused at Mumbai on which S.Trivedi of Home Trade Ltd personally had come to us and met directors of we complainant bank in presence of me complainant talked regarding this and informed such that by making one deed that we after fixing price of securities and then on condition of its delivery and if we cant give its delivery then as per below mentioned three cheques of Rs.10,47,51,05,833/- and for late delivery for interest Rs.26,00,000/- cheque of dated 26.06.02 were given to we complainant bank and those on respective dates being accepted and thus again we kept trust and faith on accused details of those cheques are as under ;

Date	Amount Rs.
03.05.2002	Rs.2,86,77,770.53/-
10.05.2002	Rs.3,57,96,600.00/-
17.05.2002	Rs.4,02,76,860.00/-
Total	Rs. 10,47,51,058.00/-

Then illegible one line..accused had made such talks all accused were having evils men rea from the beginning only and all were acting in collusion of one another and but their own company Home Trade Ltd letter they had mentioned

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from we complainant bank by them and again all accused knowing that their all documents like government securities of different banks, receipts of R.B.I. being forged and bogus still they have used as real and have given to us complainant bank and thereby all these matter accused have committed severe breach of cheating with us and thereby because of which we complainant bank have faced huge financial loss and thereby all accused of these matter have caused more then of Rupees 10.50 crores of loss to us for which accused have gained trust and faith of us and for which they accused have raised forged bogus different documents those which they accused knowing it to be false still they have used them as true thereby they have committed severe criminal breach of trust and cheating with us by planning criminal conspiracy of cheating wherein all accused have worked in tandem collusion and helped each other. Thus these matter all accused have committed offence u/s 406, 420, 409, 465, 467, 468, 471, 120(b), 34, 114 of I.P.C., thus it is my request to immediately arrest them all and thereby conduct relevant procedures. My evidences are me myself and other officers of bank and Board of Directors and documentary list etc., those if required shall produce date 12.06.02, Anand.

Sd/-

Manager/Secretary of

ANNEXURE-P-10

First Information Report of Cognizable Offence

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[under section 154 of Criminal Procedure Code]

K.R/M. CASE No. 22/02

District:- Rajkot (Rurai) Police Station:- MorbiCity Year:- 2002 FIR No. C.R. No. 1 226/2002

Date:- _____

Date and time of occurrence of offence:-

At any time on 26/02/2002

(1) Information received at P.S.:- Date

07/06/2002 at 22/15 hours

(2) Direction and distance from Police Station:-

At the distance of 1/2 km in the West, No.Chowki bit Morbi.

(3) Date of sending to Police Station:

07/06/2002.

(4) Name and address of Complainant / Informant

Shri Ashvinbhai Trikambhai Kotak, Aged :about 45 years, reside at Dak street, Morbi.

(5) Names and addresses of accused persons, full

particulars Details of

known/suspected/unknown accused with full

particulars]

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Note :- First Information Report is to be written and signature or thumb impression of the complainant is to be obtained thereunder for its being true and correct and the Officer writing such complaint has to make signature thereafter.

Today, during my charge as Police Station Officer, as complaint of Ashvinbhai Trikambhai Kotak is received vide C.I. No. 27/02 of 10. Chief Judicial Magistrate, Morbi, it is as under:

Complainant:-

Shri Ashvinbhai Trikambhai Kotak,

Aged : about 45 years, reside at Dak street, Morbi, Chairman of Morbi Nagrik Sahakari Bank.

Versus

The accused persons:-

- (1) Manager Rameshchandra Kantilal Doshi,
reside at 202, Golden Star Apartment, 2/6
Collegevali, Rajkot

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(2) I, the complainant, am Chairman of Shri Morbi Nagrik Sahakari Bank Limited and Board of Directors of Shri Morbi Nagrik Sahakari Bank Limited has resolved as per rules on 07/06/2002 to register the instant complaint. By virtue of this resolution, I, the complainant, have been authorized to register this complaint. For the sake of brevity, this Shri Morbi Nagrik Sahakari Bank Limited has been described as Shri Morbi Nagrik Sahakari Bank in this complaint.

(3) I, the complainant, have been discharging duty as Chairman of Morbi Nagrik Sahakari Bank, Morbi. The accused No.1 of this case is discharging duty as a Manager in Morbi Nagrik Sahakari Bank, Morbi.

(4) The Reserve Bank of India has directed the Central Government, vide its Circular dated 19/04/2001 pertaining to all Cooperative Banks, stating that 10 percent amount of demand and time liability is to be invested in Government Securities. It was order of the Reserve Bank of India to invest this security of Cooperative bank through M.G.L. Account. Copy of said

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in Government Securities. It was also resolved to operate the said S.G.I. Account of Morbi Nagrik Sahakari Bank with signature of any two officers, out of the five authorized officers.

(6) By making the aforesaid resolution, Morbi Nagrik Sahakari Bank had initiated procedures to purchase Government Securities, but they did not purchase any Government Securities. In the meantime, Tusharbhai Maheta, son-in-law of the accused No.1 Rameshbhai, Manager contacted me, the complainant, Pradipbhai Vala, another Director of the bank, Ashokbhai Kathrani and Jpendrabhai Kathrani and he stated that as he is connected with company of Government Securities, accused No.1 Rameshbhai, Manager has told me numerous times to get the work done through Tusharbhai. Tusharbhai and the accused No.4 Apurvabhai Sanghvi also accompanied the accused No.1 and contacted me, the complainant for the aforesaid work.

(7) Meeting of Directors of Morbi Nagrik Sahakari Bank was convened on 25/02/2002,

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(8) As it is mandatory to invest in Government Securities, it is resolved to invest the amount up to Rupees One Crore in Government Securities. At present, the entire investment of Fixed Deposit is at Main Branch of Rajkot District Cooperative Bank at Morbi. Considering face value of the investment and settlement value, authorized office bearers of Rajkot District Cooperative Bank was given authority to encash the amount of Fixed Deposit i.e. Rs. 1,20,00,000/- before maturity or to avail loan against it, whichever is more beneficial. It was unanimously resolved to give authority for the aforesaid work.

(9) In order to get information of Government Securities, at the instance of the accused No.1, Tusharbhai was called in the meeting of Board of Directors convened on 25/02/2001 and the accused Nos. 2 to 4 were also accompanied him. They gave information of Government Securities to the Board of Directors convened on 25/02/2001.

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Bank, the accused No.1 colluded with other accused persons and issued Cheque No. 189968 of Rs. 2750722/- to Syndicate Management Services Limited on 05/03/2002, which is more than the amount mentioned in the resolution. Copy of said covering letter and courier acknowledgment receipt is enclosed. Thus, the accused No.1 of this case acted against the resolution passed by Board of Directors and succeeded their malicious intention to usurp more amount and commit fraud with the bank. By doing so, the accused persons of this case have colluded with one another, produced forged documents and thereby committed criminal act.

(12) The extremity of the criminal act committed by the accused is such that though Board of Directors of the bank resolved to invest up to Rs. 1,10,00,000/- In words Rupees One Crore Ten lakhs in Government Securities and S.G.S. account is to be operated with signature of authorized officer, instead of depositing the aforesaid amount in SGL (Subsidiary General Ledger) account, it has been directly sent to

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Board of Directors into confidence, but he has taken consent of the same.

(13) I, the complainant, was frequently asking regarding investment in government securities. Thus, the accused No.1 has submitted receipts of Reserve Bank of India with help of other accused persons, but said receipts do not contain name of any bank. Despite knowing the fact that the aforesaid documents are not pertaining to investment made by respective bank, the accused No.1 has made representation in this regard stating that the said documents are pertaining to the investment made by Morbi Nagrik Sahakari bank. This fact denotes clear intention of the accused persons.

(14) The accused No.1 stated to me, the complainant and Pradipbhai Vala, Director of the Bank, Upendrabhai Kathrani, Ashokbhai Kathrani, etc. regarding original documents of Government securities. Thus, Tusharbhai and other accused persons had discussed with Directors of the bank on mobile. Thus, Board of Directors and I suspected that the accused No.1 colluded with

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406, 409, 420, 120(b), 467, 468, 471, 34, 114 of I.P.C. Thus, it is requested to take strict action against the accused persons of this case pertaining to offence of this case.

(17) My witnesses of this case are as under:

(1) I, the complainant, myself (2) Ashokbhai Kathrani (3) Upendraobhai Kathrani (4) Raghavjibhai Gadara (5) Pradipbhai Vala (6) Chandravadanbhai Pujara (7) Kanubhai Pandit (8) Responsible officer of the bank. Xerox copies

of the documents mentioned in this complaint are enclosed.

(18) I keep my right reserved to produce more witnesses and documentary evidences, if required.

Morbi.

Sd/-illegible

Date. 07/06/2002 Morbi Nagrik Sahakari Bank

True translated copy

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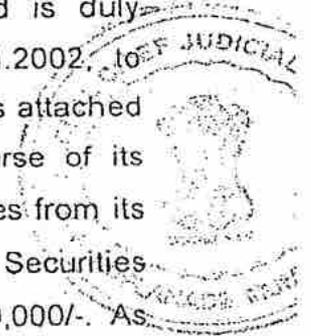
- (a) Direction and Distance from P.S. North/East about 1 Km.
Beat No.02
- (b) Address: United India life Building F block Middle Circle Connaught Place, N Delhi
- (c) In case, outside the limit of the Police Station:
Name of P.S. District
6. Complainant/Informant:
- (a) Name: For M/s Bajaj Capital Ltd. Triveni Singh Executive (Legal Cell)
- (b) Fathers Name:
- (c) Birth Year: (d) Nationality India
- (e) Passport No. Date of issue Place of issue
- (f) Occupation: Service
- (g) Address: For M/s Bajaj Capital Ltd, United India life Building F block Middle Circle Connaught Place, N Delhi
- (h) Telephone; 3312622,3314600, 3315938, 3356158
7. Details of known/suspect/unknown accused with full particulars(attach separate sheet if necessary): (3)
1. Mr. Sanjay Agarwal, Chairman
 2. Mr. Nandkishore S. Trivedi, Executive Director & Secretary.
 3. Mr. Ketan Sheth, Additional Director
 4. Mr. Manoj (Mike) Ambala Shah, Additional Director
 5. Mr. Allan Jack McMillan, Independent Director
 6. Mr. Russel H, Boekenkroeger JR, Independent Director

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Agarwal, Chairman, 2. Mr. Nandkishore S. Trivedi, Executive Director & Secretary, 3. Mr. Ketan Sheth, Additional Director, 4. Mr. Manoj (Mike) Ambala Shah, Additional Director, 5. Mr. Allan Jack McMillan, Independent Director, 6. Mr. Russel H. Boekenkroeger JR, Independent Director, 7. Mr. Dhananjay Agarwal, Independent Director, 8. Mr. Vijay Kumar Himatlal Modi, Independent Director, 9. Mr. Salil D. Gandhi, Independent Director, 10. Mr. Shashank Gopal Ranade, Independent Director, 11. Mr. Subodh Bhandari, Vice President, 12. Mr. Indrani Dev, Manager Eastern Region, 13.

Mr. Arvind Rai, Dealer, For the offences committed by them under sections: (1) 120-B read with sections 409 and 403 of Indian penal code. (2) 409 and 403 read with section 34 of Indian penal code. (3) 409 and 403 read with section 149 of Indian penal code. 1. That M/ Bajaj Capital Ltd. Is a company duly incorporated under the companies Act, 1956 and having one of its office at United India Life Building F-Block, Ground Floor, Middle Circle, Connaught Place, New Delhi-110001 and interalia engaged in the business of Investment Advisory and buying & selling of Government Securities and Bonds. 2.

That undersigned is working with M/ Bajaj Capital Ltd. In his capacity as Senior Executive (Legal Cell) and is duly authorized by way of board resolution dated 29.4.2002, to lodge the present complaint. Copy of the resolution is attached herewith as Annexure 'A'. 3. That during the course of its business M/ Bajaj Capital Ltd. Had received enquiries from its three clients for purchase of various Governments Securities and Bonds amounting to face value of Rs. 1,30,00,000/-. As per the practice, the said clients of M/ Bajaj Capital Ltd. For the



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to give delivery of Bonds & Govt. Securities with in the stipulated time purchase the particular securities the details of which are enclosed in **Annexure 'B'** for the three clients of M/ Bajaj Capital Ltd. The trust of created was to be discharged by M/s Home Trade Ltd., only by way of physically delivering the same to M/ Bajaj Capital Ltd. In view of the legal obligation and contract so as to enable M/ Bajaj Capital Ltd. To handover the said securities to the clients who had placed the orders for the same. 5. That despite receiving the entrusted amount by M/s Home Trade Ltd. They did not have the physical delivery of the securities to M/ Bajaj Capital Ltd., M/ Bajaj Capital Ltd. Requested many times to M/s Home Trade Ltd to either deliver the securities or return the entrusted amount but M/s Home Trade Ltd., paid no heed to the requests of M/ Bajaj Capital Ltd. An misappropriated the entrusted amount and converted the same to their own and benefit ant thus M/s Home Trade Ltd., has dishonestly caused to wrongful loss to M/ Bajaj Capital Ltd. And its clients and wrongful gain to themselves. 6.

During the period between 18th January, 2002 to 21st February, 2002, M/s Home Trade Ltd, its Directors and Officials named above in the subject entered into a criminal conspiracy and had committed the offences U/s 409 and 403 of Indian Penal Code and are therefore liable for offences of 120-B, read with Section 409 & 403 of Indian Penal Code. That above named have also committed substantive offences U/s 409 & 403 of Indian Penal Code, Newspapers carry information that M/s Home Trade Ltd., its Directors and officials have committed similar type of offences with other parties elsewhere. 7. That it is clear from the above facts and

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212486 were deposited by M/ Bajaj Capital Ltd. In the account of M/s Home Trade Ltd, as per their instructions at Citi Bank, New Delhi and also cheque nos. 228006 in UTI Bank, New Delhi at their specific instruction, the amount the form of cheque was entrusted by M/ Bajaj Capital Ltd. To M/s Home Trade Ltd, instructions with their Banker at New Delhi in their account in Delhi, the physical delivery of the securities was to be made by M/s Home Trade Ltd, to M/ Bajaj Capital Ltd. At the above said office of M/ Bajaj Capital Ltd., various requests letter and reminders, for physical delivery of the securities or for return of the entrusted amount were sent by M/ Bajaj Capital Ltd. From their office at Delhi, the trust was created in favour of M/s Home Trade Ltd, at New Delhi the Criminal Branch of Trust was committed at New Delhi. as such the above said offences and every part thereof have been committed within your territorial jurisdiction at New Delhi. 12. Therefore, you are requested to please register the FIR against the above said M/s Home Trade Ltd, its Director & Officials and the matter may kindly be investigated and culprits may kindly be brought to book as per the law and For M/ Bajaj Capital Ltd. Sd English Triveni Singh Senior executive (legal cell) Encl:-

1. Copy of Board Resolution Annexure-A
2. Copy of Charti in Tabular form Annexure- B
Containing details of Transactions.
3. List containing the names, address & Telephone nos. of Ms/ Home Trade Ltd, Its Directors & Officials who Committed the offences.

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14. Photocopy of contract note no. 2002/2001/000 16,173 dated 21/2/2002
15. Photocopy of deposit slip regarding cheque no. 228006
16. Photocopy of Deal Note dated 18/1/2002 from M/s Bajaj Capital Ltd, to M/s Home Trade Ltd regarding Deal No. MMTM-183.
17. Photocopy of Deal note dated 18/1/2002 from M/s Bajaj Capital Ltd to M/s Home Trade Ltd.
18. Photocopy of Bill EURO/PNE 15,655 dated 18/1/2002 from M/s Home Trade Ltd. To M/s Bajaj Capital Ltd.
19. Photocopy of contract Note no. 2002/2001/000 15,655 dated 18/1/2002.
20. Photocopy of Bill EURO/PNE 15,673 dated 18/1/2002 from M/s Home Trade Ltd. To M/s Bajaj Capital Ltd.
21. Photocopy of contract Note no. 2002/2001/000 15,655 dated 18/1/2002.
22. Photocopy of cheque no.324692 dated 21/1/2002 favouring M/s Home Trade Ltd, drawn on Citi Bank, New Delhi issued by M/s Bajaj Capital Ltd.
23. Original Confirmation Certificate dated 2/5/2002 issued by Canara Bank Connaught Circus, New Delhi to M/s Bajaj Capital Ltd., New Delhi regarding confirmation of encashment of cheques.
24. Original Confirmation Certificate dated 1/5/2002 issued by Citi Bank Connaught Circus, New Delhi to

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No.16970055

Rank:SI

No. D-359

To take up the investigations,

OR

(iii) Refuse Investigation due to

(iv) Transfer to PS. District

Or Point of Jurisdiction

Fir read over to the complainant/ informant, admitted to be correctly recorded and copy given to the complainant/ informant free of cost

Signature of officer in charge/ duty officer Police Station

Name... Gurbachan singh

Rank.....HCNo...296 ND

PIS No.....28800523.....

14. Signature / Thumb Impression of Complainant / Informant

15. Date and time of Dispatch to the court

5/5/2002

True copy

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(c) In case, outside the limit of this Police Station, the name of
P.S. _____, District _____

6. Complainant / Informant:

(a) Name Arun Jain

(b) Father's Husband's Name Hira Lal Jain.

(c) Date/year of Birth 41 years. (d) Nationality Indian

(e) Passport No. Date of Issue place of issue
.....

(f) Occupation

(g) Address D4/4239, Vasant Kunj, New Delhi.

(h) Tel No.

7. Details of Known / suspected / unknown accused with full
particulars (attach separate, sheet if necessary)

1.

2.

8. Reason for delay in reporting by the complainant /
informant. No delay.

9. Particulars of properties stolen (Attach separate sheet, it
necessary)

10. Total value of property stolen

11. Inquest Report / U.D. Case No. if any

12. F.I.R. Contents (attach separate sheet, if required):-

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corporate bodies in the market holding such securities at a price. Thereafter upon delivery of such securities the same are handed over to the respective client.

3. That Mr. Arvind dealer working with Home Trade Ltd. contacted Mr. Ajay Prakash Singh working in my company for purchase of the Government securities. As we had never earlier dealt with Home Trade Ltd. therefore Mr. Arvind then informed that Home Trade is one of the most promising and professional company being run by Mr. Sanjay Aggarwal who is Chairman and CEO Mr. Ketan Seth Director of the company and ensures that the transactions are clean and timely completed further that their company is also run by other professional like Mr. Dhananjay Aggarwal and Mr. N.S. Trivedi who have attained immense experience and reputation in stock market.
4. That convinced and impressed by the details given by Mr. Arvind and Mr. Sanjay Aggarwal telephonically further Mr. Ketan Seth Director Home Trade Ltd. along with Mr. Amar Joshi Director Gilt Age securities visited our Delhi office and told us the home trade is very

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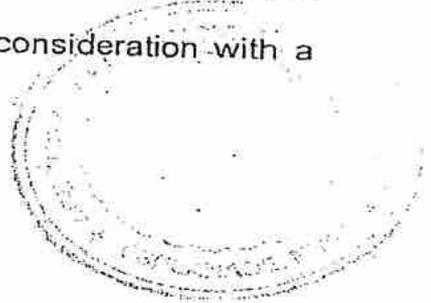
sale the complainant company made payment of Rs. 5,17,921.22 vide cheque bearing No. 917905 dated 29.01.2002 drawn on Punjab National Bank, The said cheque was deposited in the account No 00104003, 17011 of Home Trade Ltd., HDFC Bank Surya Kiran Building K.G. Marg New Delhi on 29.1.2002 and was duly encashed.

7. That similarly on 07.02.2002, M/s Home Trade Ltd., issued a contract bearing 070.2002, 2,0011000, 15869 signed by Mr. Arvind and Mr. Subodh Bhandari specifying the sale of Central Government Security of face value of Rs,13,00,000 with interest @:11.83% to the complaint company for this sale the complaint company made payment of Rs.17,21,520.31 vide cheque bearing no. 917912 dt. 11.02.2002 drawn on Punjab National Bank. The said cheque was deposited in the account No. 00104003 17011 of Home Trade Ltd. HDFC Bank N.J. House K.G, Marg, New Delhi on 17.2.2002 and was duly encashed.
8. That as per the trade practice and rules of the stock exchange Pune the physical or electronic delivery for the

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general Public brokers sub-brokers wanting deal in government securities through personal calls and advertisement representing themselves to be a professional and transparent company. The meeting people to purchase Government securities from them when in fact the Government securities which they are selling and issuing contract notes for do not exist or brought from by third party and are only paper sale.

11. That the failure on the part of M/s. Home Trade Ltd. to deliver the above sold Central Govt. Securities to the complainant and now despite the best efforts the undersigned is unable to contact the above named directors and Mr. Subodh Bhandari who is resident of D-703, Govind Complex, sector Vashi Navi, Mumbai to take delivery of the above securities.
12. The Modus Operandi of the accused named in the complaint was to allure and induce through false assurances the complainant to purchase the abovesaid security which was non existing thereafter to make the complainant pat with the purchase consideration with a promise that the delivery follow. |



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arrested and investigated for the above offence committed by them SD Eng. Arun Jain, S/o Sh. Hira Mal Jain, R/o.D4/4239 Vasant Kunj, New Delhi age _____, Director V.S. Infrastructure Capital Ltd. B2/60, Safdarjung Enclave, New Delhi-29ENCL.:1 Copy of contract notes and bills; 2. Copies of Bank Statement of Punjab National Bank; 3. Copy of deposit slip of HDFC Bank; 4. Copy of website page of M/s Home Trade Ltd. _____ the names of Directors of M/s Home Trade Ltd. and there details of Duty Officer, P.S. Sarojini Nagar, Delhi, it is submitted that during enquiry one work complained - PNR Securities Rs.1,13,47,61,361 against the director of _____ M/s Home Trade Ltd. was from the contains of _____ ned prima facie offences u/s 120B read with section 406/409/420/471 IPC are made put kindly lodge FIR and entrust the investigation today rukka is being sent.

TRUE COPY



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(c) Incase outside limit of this police station then the Name
of the
P.S.....District.....

6. Compliant / Informant:

(a) Name: Mrinal Das

(b) Father's/ Husband Name: Late Monmath Das

(c) Date / Year of Birth

(d) Nationality
.....
.....

(e) Passport no..... Date of Issue

..... Place of Issue.....

(f) Occupation
.....
.....

(g) Address: Vice Chairman Bhatpara Naihati

Cooperative Bank Ltd. 3, Mukherjee Para Road, P.O.

Bhatpara North 24 Pgs

7. Detail of known/ suspected / unknown accused with full particulars:

1. Sanjoy Agrawal-M.D.

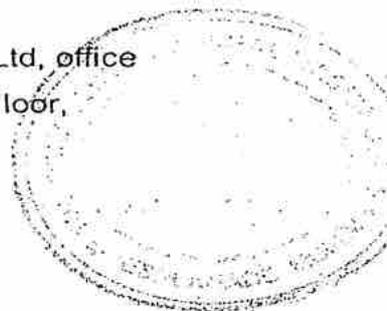
2. N S Tribedi

3. S. Bhandari

All of Managing Director and

Directors of

Home Trade Ltd, office

Tower-4, 5th Floor,

2444

10. Total Value of properitors stolen / involved

11. Request Report / U.D. Case No. if any

12. FIR Contents (Attach separate sheet if required): The original written coplaint _____ (Not readable)

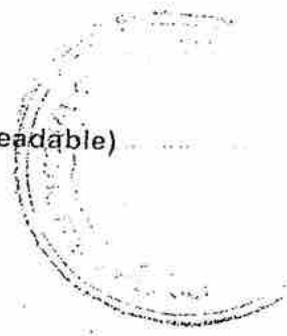
13. Action taken since the above report reveals commission of offence(s) as mentioned at item No2, registered the case investigation / directed S.I. P.Royto take up investigation if investigation / transferred to R.S. on point of jurisdiction. FIR read over to the company informant admitted to be correctly recorded and a copy given to the Complainant / informant free of cost.

Signature / Thumb Impression
sd-

Of the Complainant /Informant

Date & Time of dispatch to the court
Name Subash Chandra

Rank (Not readable)



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Regd. Office: Tower -4, 5th
Floor, International

Infotect Park, Nave Mumbai –
400 073

4) Ketan Sheth M.D.

5) Dr. Y Kantesariya

6) Mr. K Chengalia

All are Managing Director and
Directors of Giltedge

Management Services

Head Office: 103, Liberty
Apartment., 80A, Sarajani Road,
Vile Parle(west) Mumbai – 400
056

Kolkatta Office: 138/ 2-A, Sarat
Bose Road, Kolkatta – 29

7) Indrani Dey

Regional Manager, Home Trade
Ltd. and

Geltedge Management Services.

Home Trade Ltd.

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4..... That the accd. No. 1,2 and 3 are the Managing Director/ Directors of Home Trade Ltd., and accd. No. 4,5, and 6 are the Managing Director/Directors of Giltedge Management Service Ltd, and accd.no.7 is the representative and regional Manager of the aforesaid organisations.

5... That the accd. Persons came to the office of the Complt. Bank for several times and approached the Bank to deal in G.O.I, Bond through them. Accordingly, being induced, G.O.I Bond in possession with the Bank was sold through the accd. Persons and simultaneously booked for purchase of various G.O.I Bonds through the accd. Persons and their firms whereby the representative of the Home Trade Ltd. Forwarded the contract notes got duly signed by the authorized persons committing the delivery of the scripts within 26/06/2002 with deal confirmation of U.T.I Bank., Lords Branch 7/1, Lord Sinha Road, Kolkatta - 700 071 , Forming part of the contract involving a consideration of Rs. 3,83,00,000/-. But the same was not delivered in time. As a matter of fact the Accd. Persons i.e.1 to 3 and 7 fraudulently induced the complt.'s Bank to deliver the money by way of cheques and sale proceeds to the accd. persons.

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12--- That the accd. Persons on several occasions gave a Assurance to the comlnt.'s Bank to the effect that they Will pay the entire due amount to the complainant-Bank.

But they fail to do so intentionally and lastly they flatly refused to make the payment. Hence there is some delay in filing this case.

Hence it is fervently prayed your Honour Would be pleased enough to send this Petition to the (Inspect-in-charge, Jagaddal P.S. to treat the same as F.I.R. and pass other order/orders as Your Honour deem fit and proper.

A N D for which act of kindness the accd. Shall ever pray.

Witnesses:

- 1) Anil Mukherjee S/o Lt. Bibhuti Bhushan Mukherjee
78/2 Kantadanga Village Road
North 24 Paragnas
- 2) Dipan Kr. Bharracherjee s/o Lt. Sudhir Kr Bhattacharjee
Asst Manager
25/1, Thakur para Rd
P.O. Bhatpara, North 24 paragnas
- 3) Bijan Dey s/o Satyanarayan Dey
Sector, Bhatpara-Naihati Cooperative Bank Ltd
And Many others

True Translated Copy

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4. Type of Information: Malpractice & cheating offence

Written / Oral : written

5. Place of Occurrence: (a) Direction and distance
from P.S.: ½ KM towards north from P.Stn.
Beat No. : Bhashyadarstya

(b) Address of Occurrence In the office of

District Central Co-op. Bank,
Gandhi Sagar, Nanik Chawk,
Nagpur, R.J.Ganeshpeth,
Nagpur

(c) In case, out the limit of this Police Station :- :

Name of P.S.: -----
Dist : -----

6. Complainant/Informant Address:-

- (a) Name: Shri sunil Kedar
(b) Father's name: Shri Chhatrapal Kedar
(c) Date of Birth & Age: 41 years
(d) National: Indian ,

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Gujarat 5) M/s Giltez Management , 108, Liberty
Apartment, 80A, Sarojini Road, Vile Parle, Mumbai.

Physical features, deformities and other details of
the suspect: (Not arrested)

Sex	Date/ Year of Birth	Build	Height In cms	Comple xion	Identifi cation Marks
1	2	3	4	5	6
-	-	-	-	-	-

Deform ities/ pecullari ties	Teeth	Hair	Eye	Habl(s)	Dress Habits
6	7	8	8	9	10
-	-	-	-	-	-

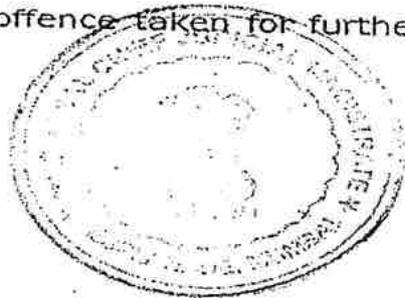
Languages/ Dialect	PLACE OF				
	Burn Mark	Leuco Derma	Mole	Scar	Tattoo
13	14	15	16	17	18
-	-	-	-	-	-

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11. Inquest Report/UD.Case No., If any-----

12. F.I.R. Contents (Attach separate sheets, If

required):- The brief of this case is that the accused herein through Dist Central Co-op.Bank for purchasing govt. security invested Rs.125.60 crores (face value) amount from time to time with above five brokers firms which are not registered with SEBI and investment made by contravening the norms of RBI. However, the mentioned brokers did not give physical certificates and/or not return the amount paid by complainant's bank and thus above five brokers firms have cheated to the bank causing loss to the bank hence offence is registered against above accused under provision of section 406, 420, 34 of IPC and offence taken for further investigation.



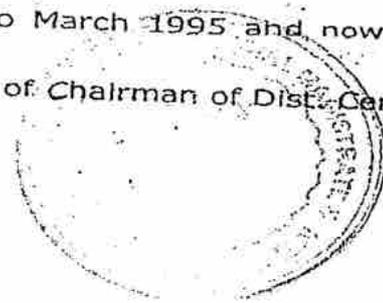
258

STATEMENT

I, Police Inspector, Yashwant Kuthe, aged 48 years, Police Station - Ganeshpeth, presently working as Officer on deputation do hereby state that I work in this police station. I say that today dated 25/4/02 when I was on duty in police station, the complainant by named Sunil Chatrapal Kedar, aged 41 years, residing at Plot No.266, Near Malhseva Sangh, Bajaj Nagar, Police Station - Dhantoli by reporting personally in police station gave his complaint as per following:-

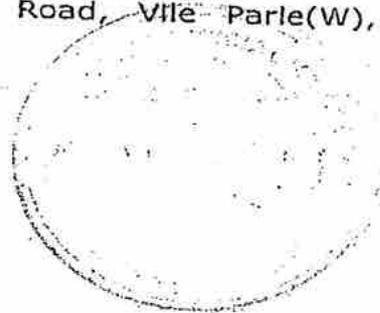
Copy of written complaint:- Police Station Ganeshpeth, Nagpur City dated 25/4/02 - I Sunil Chhatrapal Kedar, aged 41 years, residing near at Plot no.266 Malhseva Sangh, Bajaj Nagar Police Station, Dhantoli, Nagpur.

I personally report to the police station and give in writing that I am residing at above given address. I am working from Sept 1993 to March 1995 and now from 19/1/99 is working on post of Chairman of Dist. Central



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accepted we want original certificate such Instruction he gave. Prior to this, this broker was sending us Xerox certificate regularly and after completion of sale transaction the difference amount was used to send to us but However Nabard since made demand of original certificate , he intimated us that they are sending on fax from time to time. However, in actual, like Home Trade, we had been dealing the transaction of sale with following four firm's executive directors for purchasing of govt. securities and they are : 1) 1) M/s Indramani Merchant Pvt. Ltd, Rajkuti, 2B Pretoriya Street, Kolkatta 700071 (W.Bengal) 2) M/s Sendru Dealers Pvt. Ltd 11 Kulk Road, Kolkatta (W'B) 3) M/s. Syndicate Management Services Pvt. Ltd. 405 Anish Annex, Opp: K.P.Hotel, C.G.Road, Guibal Takadi, Ahmedabad 380009 Gujarat 4) M/s Giltez management Services Ltd., 108 Liberty Apartment 80A Rajani Road, Vile Parle(W), Mumbai-400050 (Maharashtra)



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and Dy. Chief Minister. I therefore say the above five broker firms have misappropriated our amount of Rs.125.60 given to their Executive Director which the said bank have cheated Nagpur Dist Central Co-operative Bank. Hence I am giving this complaint in writing against them for taking legal action."

Sd/-Sunil Kedar
Complainant

From the above report, the offence is recorded under provision of section 406, 420, 34 of IPC and as per semi govt. letter no.DGP/212/Cheating/01101/21/2002 from Hon. Police Director General, Maharashtra State Mumbai for further investigation transferred to Maharashtra State Mumbai, CID - Shri Borade, DIG. Director for further investigation.

Before,
Sd/-
Police Inspector
Ganeshpeth Police Station
Nagpur

Sd/-



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Trivedi of Home Trade Ltd having address at Tower 4, Vashi Rly Station Complex, Navi Mumbai for making investment in government securities. According to it, since then our purchase-sale transaction in approved govt securities was going on Home Trade Ltd firm is recognized firm of Reserve Bank of India and it is registered with SEBI. We were getting all physical delivery certificate of our all investments made with the said firm but since last three month we have not received investment certificate. During this period Nabard annual inspection was done in 2002 and at that time they told that Xerox certificate letter will not be accepted we want original certificate such instruction he gave. Prior to this, this broker was sending us Xerox certificate regularly and after completion of sale transaction the difference amount was used to send to us but However Nabard since made demand of original certificate, he intimated us that they are sending on fax.



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certificate of Investment of Rs.125.60 crore (of face value) invested for purchase of govt securities. Thus above five firms have cheated us. These transactions have been made through our accounts with Nagpur Dist Central Co-operative Bank, Head office near Shukravar Lake office and other transactions made from Maharashtra State Co-operative Bank, Fort, Mumbai office for Rs.125.60 crore in terms of cheques. All transactions have been made by cheque/transfer. All documents concern with this transactions are in record and for purpose of inspection we are ready to make available these documents/records.

I say that in respect of this cheating, we had given complaint letter on 20/4/02 to Hon. Home Minister and Dy. Chief Minister. I therefore say the above five broker firms have misappropriated our amount of Rs.125.60 given to their Executive Director which the

ANNEXURE-P-15

Nagpur

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FIR at C.R. No. 101/02 dt 29.4.02

District	Nagpur
Police Station	Ganesh Peth
CR No.	101/2002
Date	29/4/2002
Act	IPC
Section	406, 468, 409 r/w 34 of IPC
Occurance of offence	Date from 25/1/2002 - Date to 5/2/2002
Information received at Police Station	Date 29/4/2002 Time 8 O'Clock
Type of Information	Written
Name of the Complainant	BhuraovishwanathAswar

To,

Police Station Officer,
Ganesh Path Police Station,

Applicant - BhauraoVikshwanathAswar, Age 50 years
Special Auditor, Class 1, Co-operative
Organisation, Nagpur.

Opponent / Non-Applicant - 1) Sunil Chatrapalkedar

Chairman,
Nagpur District Central Co-op.
Bank Ltd.

2) A.s. Chaudhary

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capital of the bank was Rs. 1101,56 Lakhs and deposit of Rs. 50508,02 Lakhs. The funds of the bank are to be invested as per Co-operative Laws Shri. A.C. Chandhar is Asst. Director of Nagpur District Central Co-op. Bank Ltd.

Vide letter of Hon'ble Co-operative Commissioner and Registrar of Co-Operative Societies, Maharashtra State, Pune dated 20/4/2002, Regional Sub-Registrar Co-op. Societies, Nagpur, informed that they have received information regarding scam/fraud committed regarding Nagpur District Central Co-op. Bank Ltd., Nagpur. That it is further directed in the letter to the necessary action and if required to also lodge Police Complaint. The letter is annexed with the complaint.

On receipt of the said letter Hon'ble Regional Sub-Registrar Co-op. Societies, Nagpur, directed the present applicant Special Auditor, Class I, Co-operative Organisation, Nagpur to inspect the transaction of Nagpur District Central Co-Op. Bank Ltd., and send him Necessary reports. Even the details of transactions regarding investment entered into by non-applicants incorporated from 3 to 7 is also in the Said letter and the same is annexed with this FIR.

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During the enquiry it was also revealed that the entire transaction was done between non-applicant no. 1 to 7 only non-applicant no. 3 i.e. M/s. Home Trade Company is registered with Security and Exchange Board of India and the other non-applicant i.e. 4 to 7 are not registered with Security and Exchange Board of India. The abovesaid fact was incorporated in the report sent to Regional Sub-Registrar of Co-operative Societies Act and the same report is annexed with the FIR and marked as annexure-3.

On the page no. 2, 3 & 4 of Annexure 3 the details about transactions entered into bank with non-applicant no. 3 are mentioned on page no. 4, 5, & 6 the details about transactions entered between bank with non-applicants no. 4 to 7 are mentioned. On inspect of the documents it was revealed that only contract notes executed between non-applicant no. 3 was available and there was no contract note or holding certificate with reference to non-applicant no.4 to 7. The applicant has given the details about the transactions between non-applicant no. 1 & 2 on one hand and 3 to 7 on the other. Therefore annexure 3 should be part and parcel as part and parcel of the complainant, Annexure 3 is of 1 to 10 pages. Also the



274

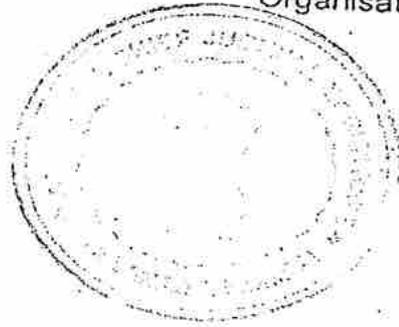
The inspection and enquiry revealed that the bank is trust of the shareholders however the money has been invested illegally and unlawfully through brokers.

Moreover the entire transaction has been done illegally and unlawfully by setting aside the law and the entire transaction is not beneficial to the shareholders and investors and has caused loss and damages to them. The transaction is of Rs. 125,60 Crores and alongwith premium and interest it comes to 153,04 Crores which has been done during the span of 25/1/2002 and 5/2/2002. The act done and committed falls under, the purview of criminal jurisprudence therefore the same game may be investigate and necessary actions be taken.

Complainant

Nagpur, 29/4/2002.

Bhaurao Vishwanath Aswar,
Special Auditor, Class I, Co-operative
Organisation, Nagpur.



ANNEXURE P-16Amravati
Form no.I-A
No 0085125FIRST INFORMATION REPORT

276

(Under Section 154 Cr.P.C.)

1. Dist:Amravati, Police Station:Shrikotwall, Year:2002
FIR No. 75/02 Date:15/05/2002

2. (I) Act : I.P.C. Sections: 406, 409, 420,468,34

(II) Act: ----- Section: -----

(III) Act:----- Sections:-----

(iv) Other Acts & Section:-----

3. (a) Occurrence of offence: Day: Wednesday Date:

From : 15/5/02 *Date To: Prior to 15/5/02

Time period: -----Time from:-----

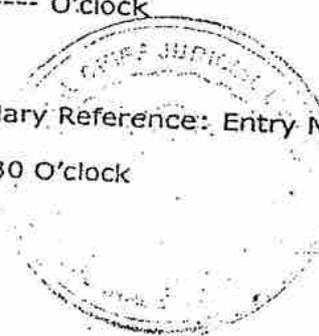
Time to from time to time

(b) Information received at P.S. Date: 15/05/2002

Time: ----- O'clock

(c) General Diary Reference: Entry No. 26/2002

Time: 14.30 O'clock



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(e) Passport No.: --

Date of Issue: --

Place of Issue: --

(f) Occupation: Service – Divisional Assistant
Registrar, Co-operative Society
(Accts Audit), Amravati Division,

(g) Address: residing at Khatri Banglow,
Camp Road,
Amravati

7. Details Name & Address of known
/suspected/unknown/accused with full particulars
(Attach separate sheet, if necessary)
- Accused 1) Shri Vasant Rao pandurangji Savurkar,
r/o Bhaji Bandar 2) Ishwardas Raosaheb, Home
Hills Bldg 3) Dinakar Wamanrao Sane, Kullmi Nagar
4) Ragudad Sakharam r/o: Shil Nilkanthchandi
5) Ghanshyam Lahanuji Mudgal r/o: Nilkanth Chawk



280

Sarojini Road, Vile Parle (West), Mumbai.

Physical features, deformities and other details of
the suspect: (Not arrested)

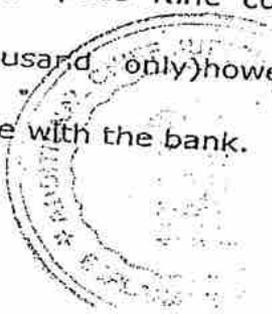
Sex	Date/ Year of Birth	Build	Height In cms	Comple xion	Identifi cation Marks
1	2	3	4	5	6
-	-	-	-	-	-
Deform ities/ peculiar ities	Teeth	Hair	Eye	Habit(s)	Dress Habits
6	7	8	8	9	10
-	-	-	-	-	-
Languages/ Dialect	PLACE OF				
	Burn Mark	Leuco Derma	Mole	Scar	Tattoo
13	14	15	16	17	18
-	-	-	-	-	-



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11. Inquest Report/UD.Case No., If any-----

12. F.I.R. Contents (Attach separate sheets, if required):- The brief of this case is that at the above mentioned date, time and place, the accused Nos.1 to 20 in conspiracy with each other in dealing of purchase-sale of bonds transactions by contravening the norms of Reserve Bank of India made bond investment through private broker company M/s Giltez Management Service, Mumbai for sum of Rs.4.04 crore (four crore and four lakh only) for purchase of Indian Govt. security bond and further invested the sum of Rs.5.66.50 crores (Rupees five corer sixty six lakh and fifty thousand only) with another broker M/s Century Dealer, Mumbai totalling Rs.9.70.50 (Rupees Nine corres seventy lakh and fifty thousand only) however security bonds are not available with the bank.



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Sd/-

Signature of Officer
Incharge, Police StationName: Punjabrao
Chinujl Bavanshake

Rank: HC, No: 67

No:-----

15. Date and time of dispatch to the Court:-----

==

Re :With regard to recording offence relating to
financial embezzlement/ misappropriation
committed in People's Co-operative Bank
Ltd. Amravati in investment of Government
security bonds as per order dated
14.11.2001 from officer of Prant Police
Station, Amravati...

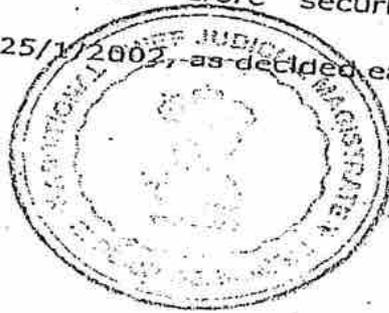
Sir,

It is submitted that from report of preliminary
inquiry, it is found that the investment made by People's
Co-operative Bank Ltd. Amravati in government security
bonds is not safe hence as per visit paid by officers of
office of Divisional Assistant Registrar, Co-operative



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20.6.2000 as bank had already purchased the same. Bank also purchased 198.50 lakh govt. securities on 19/7/2000 and security of Rs.199.30 lakh totalling 397.87 lakh and its face value is Rs.4.00 cr. This much huge amount securities (GOI 2020 Certificate Nos. GOI 1 to 8 each of Rs.50.00 lakh @ 70%) of Rs.47034333.32 lakh sold directly and from this amount GOI 2017 @ 8.07% of Rs.4.00 crore purchased directly for sum of Rs.4.04 crore. On 29/1/2002 GOI 2 No.20 ANC from 3 to 8 each of Rs.50.00 lakh of Rs.4.00 crore securities vide bank letter No. 20.02 dated 29/1/2002 transferred to Giltez Management Services, Navi Mumbai. The bank sold GOI 2020 @20.70% of Rs.4.00 crores securities and in lieu of that took GOI 2011 @ 8.07% rate of Rs.4.00 crores securities on 29/1/2002 2011 @ 8.07% rate of Rs.4.00 crore securities on 22/1/2002. But after 25/1/2002, as decided earlier,

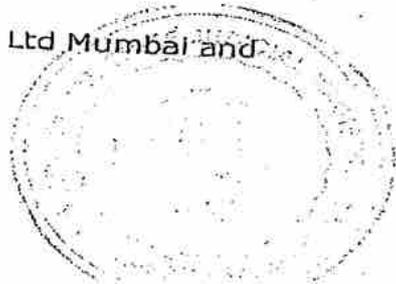


288

Service, Mumbai. But in lieu of that the bank has not received till date the govt. securities either from Glitz Management Services, or from Century Dealer Pvt. Pvt. . From this it appears that bank had invested in govt. securities of total amount of Rs.9.50 crore. In this investment the bank have actual in possession the said invested securities. Even then when inspection of sale-purchase of securities transaction done, it is noticed that the bank had in the past made transaction of sale-purchase of govt. securities by contravening the directions of RBI which was given to the bank earlier and bank has done this transaction through unauthorized broker/firm resulting loss caused to the bank to tune of total Rs.9.60 lakh. When above both brokers have no recognition of CEBI how bank made transaction with them. When it is binding to make such transaction through AGL department and if prior to making such deal

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Information and correspondence of action in this resolution. Similarly for conducting purchase-sale deal of securities, the resolution made by board of director from time to time are contrary to byelaws of bank and to whole deal of this bank the board of director has given approval which is illegal in all respect. When total inspection of all deal of sale made, it is found that bank had already been made deal of purchase of govt. securities by contravening the guidance/direction of RBI has conducted deal through unauthorized broker and completed the deal and govt. securities of these deal are not with bank. Due to this deal, the bank has suffered financial loss to Rs.970.50 lakh and to to this deal the Bank Chairman Shri Vasant Rao Sarpurkar is responsible. Prior to this Manager (loan) Department as also broker Giltez Management Services Ltd Mumbai and



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Marathi for recording the offence and further
Investigation.

Sd/-

Babarao Janrao Bihade

Complainant

Before,

Sd/-

Shirkotwall Police Station

Amravati

Seal of this police station.

True Transcript of Copy



Beat No. - Mohan Nagar Chawkle

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(b) Address of Occurrence: In the office of

Sadguru Jangali Maharaj

Co-operative Bank Ltd

Chinchwad

Pune

(c) In case, out the limit of this Police Station :- :

Name of P.S.: -----

Dist : -----

6. Complainant/Informant Address:-

(a) Name: Shri Changdev Yashwant Pingle

(b) Father's name: Shri Yashwant Pingle

(c) Date of Birth & Age: 40 yrs

(d) National: Indian,

(e) Passport No.: --

Date of issue: --

Place of issue: --

(f) Occupation: Service

(g) Address: residing at Gera River side Building

Bund Garden Chawk,

Koregaon Park, Pune-1

Plot No. 6A



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Deformities/ peculiarities	Teeth	Hair	Eye	Habit(s)	Dress Habits
6	7	8	8	9	10
-	-	-	-	-	-
Languages/ Dialect	PLACE OF				
	Burn Mark	Leuco Derma	Mole	Scar	Tattoo
13	14	15	16	17	18
-	-	-	-	-	-

These fields will be entered only if complainant/informant gives any one or more particulars about the suspect. This will be used only for the purpose of preliminary retrieval to assist I.O.

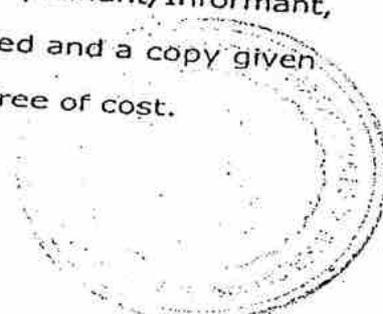
A database created will subsequently link one suspect in several cases, if any

A comprehensive and complete data on all fields will again be prepared when any accused arrested irrespective of previous suspicion

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made bond investment through above private company and in that respect made forged entry in bank register have committed misappropriation of Rs.42.82 crores and interest thereon Rs.5.71 totaling of Rs.48.53 crore amount and thus have committed offence of financial loss and cheating to the bank and complaint against above accused have been lodged.

13. Action taken: Since the above report reveals commission of offence(s) u/sec. as mentioned at Item No.2, registered the case and took up the investigation / directed to Shri S.Y.Mohite
Rank: Sr. Police Inspector to take up the investigation / Refused investigation / transferred to Pimpari Police Station, Mumbai on point of jurisdiction.
F.I.R. read over to the Complainant/Informant, admitted to be correctly recorded and a copy given to the Complainant/Informant free of cost.

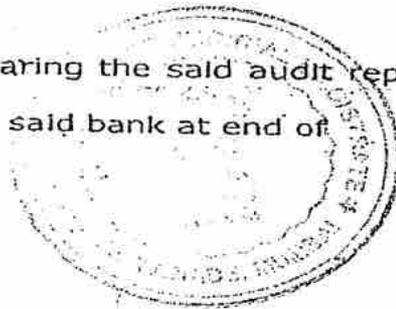


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30. Through our said office, the accounts auditing of registered co-operative societies / banks etc are being examined /scrutinized as per Co-operative Act.

I say that I received an official order on 4/5/2002 from Co-operation Commissioner & Registrar, Co-operative Society, Maharashtra State Pune being order No. Outward No.U.Bank/Sadguru Jangali Maharaj Bank/Accts Audit/2002 for making audit of Sadguru Jangli Maharaj Co-operative Bank Ltd, Pune on account of malpractice in government security bonds and directed me after audit submit the detail special report. As the said bank have its head office at Prestige Complex, 3rd floor, Anand Mulsi Marg, Chinchwad Pune-19 hence I and my colleague by named 1) Shri Karande B.B., 2) Mrs. Usha Salunke 3) Shri V.S.Bholte 4) Shri S.T.Shinde and 5) Shri S.R.Sanap came to bank on 5/5/2002 and scrutinized the account upto 6/5/2002 and by prepared such audit report and submitted the same to Hon. Co-operation Commissioner, Maharashtra State Pune on 7/5/2002.

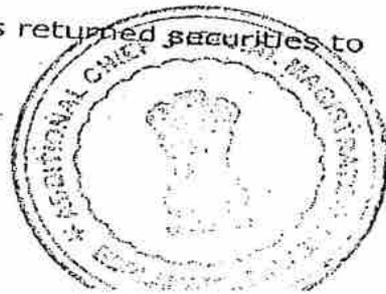
I say that while preparing the said audit report, it came to my notice that the said bank at end of



made in investment register and its details is as per following:-

Sr. No.	Date	Details of security.	Face Value
1.	7/7/2001	10.47% GOI 2015	15,00,00,000/-
2.	7/7/2001	10.47% GOI 2015	04,00,00,000/-
3.	7/7/2001	10.47% GOI 2015	11,00,00,000/-
4.	7/7/2001	10.50% GOI 2010	<u>20,00,00,000/-</u>
TOTAL ...			50,00,00,000/-

Thus, as per above, after sale of securities and in ahead period, some of the transactions made at various dates, it is found that without giving custody of actual securities only book entries have been made. Similarly, in some of the transactions on 19/9/2001 towards purchase of security of GOI 2012 Rs. 5 crore at 9.40%, the bank has actually paid Rs.4 crore to Home Trade Ltd and according to this at end of 30/9/2001 it was expected to receive security of worth Rs.65 crores from Home Trader Ltd to the Bank and thereafter out of this the Home Trader Ltd company has returned securities to



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Securities of sum of Rs.46 crores. Thereafter towards security, the Home Trader Ltd the bank have received 9.98 crore on 9.2.2002, on 8/9/2002 the sum of Rs.2.96 crores, on 28/3/2002 the sum of Rs.1 crore totaling Rs.13.04 crores have been received by bank.

While looking to above all entries, It is observed that till end of 31/3/2002, the Home Trader Ltd not received securities of sum of Rs.36.29 crores and they have shown only book entry and its details is as per following:-

Sr No.	Name of shown securities	Date	Fave value shown	Premium shown	Shown Interest	Total payment shown to Home Trade Ltd
1	8.07%GIO2017	25.2.2002	5 cr.	12500000	392291.67	54517291.67
2	10.25%GIO2015	25.2.2002	5 cr.	13,060,000	113888.89	64138888.89
3	9.85%GIO2015	25.2.2002	11cr	24200000	3732055.56	137932044.56
4	9.81%GIO2013	25.2.2002	5.10cr	10149000	1111800.00	62260800.00
5	8.07%GIO2017	28.3.2002	9cr	5490000	1472775.00	96962775.00
6	8.07%GIO2017	28.3.2002	1.15cr	724500	188187.92	12412687.92
TOTAL ...			36.25 cr	17688500	8835099.04	428224499.04

- Rs.36.25 crores has not been received by bank from Home Trader Ltd.
- 2) When Home Trader Ltd is not authorized broker for security transaction even then these transactions have been made through them.
 - 3) All transactions made with Home Trader Ltd have been done excluding SGL Department.
 - 4) No quotations are being invited from authorized broker while making said transactions as also no agreement have been made with Home Trader Ltd for conducting these transactions.
 - 5) Continuously from July 2001 onwards, only book entries have been shown and have cheated to the bank in conspiracy with each other and thus have committed malpractice of this amount.

The discussions held on this issue in the meeting of board of directors of bank and accordingly following mentioned members from director board of bank, some officer and auditor mentioned in this

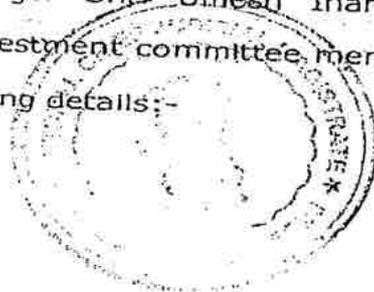


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of post dated cheque amount of Rs.55 crore given to bank by Home Trader Ltd, the bank have received the sum of Rs:13.94 crores out of total 55 crores of post dated cheque and till end of today, there see the sum of Rs.42 crores yet to receive by bank. The said amount of Rs.42.82 crore is nearly the amount shown in malpractice of security involved and hence it is proved that the bank had taken 55 crore cheques for the amount involved in malpractice only.

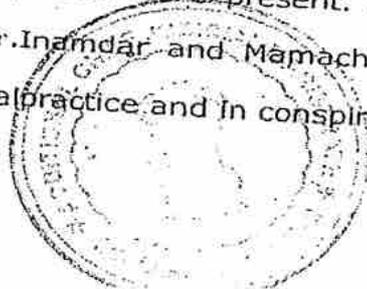
While considering all above issues it is noticed that actual embezzlement of Rs,42,42,24,499/- have been made and holding interest at 12% thereon the sum of Rs.5.71 crores is coming making total Rs.48.53 crore financial loss in malpractice of the bank and to this malpractice following board of director/office bearers of board of director/officers are responsible, the details of which are as under:-

In conspiracy with Home Trader Ltd Vashi, the responsibility of embezzlement of sum of Rs.42.82 is coming to General Manager Shri. Umesh Inamadar, Mamanchand Agarwal, Investment committee members, and directors as per following details:-



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The meeting of Investment committee was held on 28/12/99 and as per resolution no.3 dated 12.12.2001 and resolution no. 2 dated 1.13-6-2001 and resolution no.2&3, it was resolved that the dealings/transactions should be made through SLG. However without doing so, it is made through Home Trader Ltd. The members in investment committee and members in board of directors had got idea about the said malpractice from time to time and it is seen from the record that the members of investment committee, all directors, and officers have been discussed on it jointly. However, it appears that they did not make any compliance against Home Trader Ltd to either Police or Co-operation Department or to Reserve Bank of India but they tried to hide the said malpractice from them. Similarly in meeting of board of director dated 22/1/2002, in resolution no.8, it is mentioned about name in delivery, regret and indemnity. However prior to this that is on 29/1/2002 at around 0.30 O'clock the director of Home Trader Ltd Ketan Sheth had come to bank and that time total 3 directors, 4 bank officers, Akshay Mate the Internal Auditor etc total 9 person were present. And hence it is observed that Mr.Inamdar and Mamachand Agrawal were aware about malpractice and in conspiracy

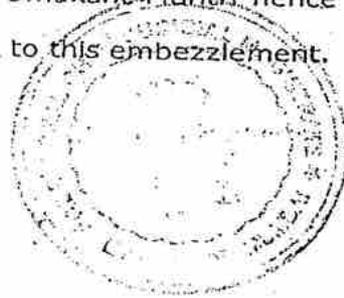


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Member of Board of Director

- 5) Santosh Vithoba Gaikwad- P.R. Director
- 6) Lalitkumar Mohanlal Lunavat – Director
- 7) Maniklal Bodhumal Malpani – Director
- 8) Janardhan Ramchandra Varadkar – Director
- 9) Naresh Joharlal Suman - Director
- 10) Nivrutti Narayan Patil – Director
- 11) Sitaram Mahadev Sugandh – Director
- 12) Arvind Gopal Deshpande- Director
- 13) Mrs. Shobha Shankar Killekar-Director
- 14) Mrs. Jayashree Sham Udas – Director

It is very much clear that only book entries have been made since the month of July 2001 hence along with other all members, whole responsibility of this malpractice automatically come on members of board of directors. Similarly the present General manager Shri Jog is also responsible along with members of board of directors as he has made false entries of security transactions. Similarly the challans of said transactions have been released by Shri Umakant Muntri hence it is clear that he had also helped to this embezzlement.



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-bank register have committed malpractice for total tune of Rs.42.82 crores and interest of Rs.5.71 crores caused financial loss totalling amount of Rs.48.53 crores and have committed cheating to the bank. Hence I have legal complaint against these person on behalf of the government.

Hence given this statement in writing

Sd/-

Complainant

Before,

Sd/-

Sr. Police Inspector

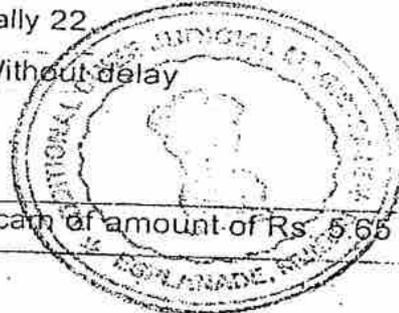
Pimpari Police Station

Pune.

TRUE TRANSLATED COPY



(a) Name	Dadabhau Niloba Kale
(b) Father's / Husband's Name	Niloba Kale
(c) Date / Year of Birth	33
(d) Nationality	Indian
(e) Passport No.	Date of Issue Place of Issue
(f) Occupation	Service Special Auditor, Class II, Co-operative Organisation
(g) Address	Flat No.4; Kalpashree Apartment, Bombay Sappers Colony, Vadgaon, Sheri, Pune - 16.
7) Dtails of known / suspected / unknown accused with full particulars -	- Accused - Director Board of Suvanyug Sahakari Bank Limited, Marne Heights, 1102/10/11, Budhwar Peth, Chairman Ulhas Nathoba Kalokhe and 18 others, Managing Director Suresh Shivajirao Kale and Director of Home Trade Limited such as Sanjay Agarwal and 3 others totally 22
8) Reasons for delay in reporting by the Complainant / Informant	- Without delay
9) Particulars of	- Scan of amount of Rs 5.65 Lakh



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	/ transferred to P.S. VishramBaug Police Station on point of jurisdiction.
--	--

F.I.R. read over to the complainant / informant, admitted to be correctly recorded and a copy given to the complainant / informant free of cost-

14) Signature / Thumb impression of the Complainant	Signature of the Office-in- charge Police Station Name - A.R. Shikhare Rank - Assistant Police Inspector



True Trans (uptd) Copy

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from P.S.: 2 KM towards North from police
station

Beat No. 3

(b) Address of Occurrence: In the office of

Raghuwanshi Co-op. Bank Ltd.

276/286, Kalbadevi Road,

Mumbai -2

(c) In case, out the limit of this Police Station :- :

Name of P.S.: ----- Police Station.

Dist :-----

6. Complainant/Informant Address:-

(a) Name: Shri Vilas Kulkarni

(b) Father's name: Rajaram Kulkarni

(c) Date of Birth & Age: 57 years.

(d) National: Indian,

(e) Passport No.: ---

Date of issue: --

Place of Issue: --

(f) Occupation: Service

(g) Address: residing at Pratibha Co-op.Hsg.Socy

A Wing, 2nd floor, Block No.301

Dr. Ambedkar Chawk,

Karjat, Dist - Raigad

Phone (Office): 757 1307

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Languages/ Dialect	PLACE OF				
	Burn Mark	Leuco Derma	Mole	Scar	Tattoo
13	14	15	16	17	18
-	-	-	-	-	-

These fields will be entered only if complainant/Informant gives any one or more particulars about the suspect. This will be used only for the purpose of preliminary retrieval to assist I.O.

A database created will subsequently link one suspect in several cases, if any

A comprehensive and complete data on all fields will again be prepared when any accused arrested irrespective of previous suspicion

8. Reason for delay in reporting by the Complainant/Informant:
Offence recorded after receipt of documents from Sr.P.I., General Branch,, CID, DCB, Mumbai.

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section 409, 420, 120(b), and 144 of IPC against the accused.

13. Action taken: Since the above report reveals commission of offence(s) u/sec. as mentioned at Item No.2, registered the case and took up the investigation / directed to Shri B.D.Adhav Rank: P.S. I. to take up the investigation / Refused Investigation / transferred to -----
-- Police Station, Mumbai on point of Jurisdiction.

F.I.R. read over to the Complainant/Informant, admitted to be correctly recorded and a copy given to the Complainant/Informant free of cost.

14. Sd/- V.R.Kulkarni
Signature and Thumb Impression
Of the Complainant/ Informant.

Sd/-
Signature of Officer
Incharge, Police Station
Name: B.D.Adhav
Rank: Police Sub Inspector
No:-----

15. Date and time of dispatch to the Court:-----

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Form: 2-D

Form: 4-D

14a

DETAILS OF IDENTIFIABLE, NUMBERED OR UNNUMBERED GENERAL PROPERTIES INCLUDING
FIREARMS SEIZED / RECOVERED / STOLEN / INVOLVED

Dist: Mumbai		P.S: L.T. Marg		Year: 2002		FIR No.81		Date: 16/5/2002				
Sr. No.	Type of property	Estimated Value (in Rs.)	Quantity	Make	Model	Number	Special Marks of Identification	Country Of Origin	#STO/ REC/ SEI/INV	Belonging To Victim/ Accused or abandoned	Insurance Certificate No.	Name of company
1	2	3	4	5	6	7	8	9	10	11	12	13
1)	Net Cash amt. of Rs.	Rs.5,40,49,208.33	-	Indian	-	-	-	India	Cheating	-	-	-
#STO-Stolen, REC-Recovered, SEL-Seized, INV-involved												

Sd/-
Signature of Investigation Officer

Sd/-

P.I. (crime)

17th May 2002

Sd/-

Sr. P.I.

17th May, 2002

===

Sd/-

ACP

17th May, 2002

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from P.S.: 1 1/2 KM towards North from police
station Beat No. 3

(b) Address of Occurrence: In the office of

M/s Giltez Management Services Ltd.

103 : Liberty Apartment

Sarojini Road, Vile Parle(West)

Mumbai -56

(c) In case, out the limit of this Police Station :-

Name of P.S.: -----

Dist : -----

6. Complainant/Informant Address:-

(a) Name: Shri Shahrukh Barjor Vevalna

(b) Father's name: Barjor Vevalna

(c) Date of Birth & Age: 52 years

(d) National: Indian ,

(e) Passport No.: --

Date of Issue: --

Place of Issue: --

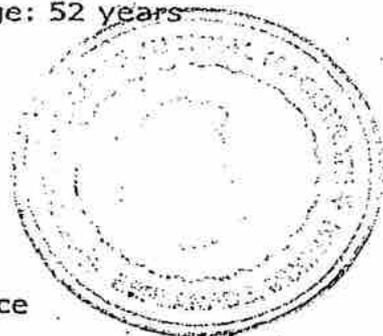
(f) Occupation: Service

(g) Address: residing at 513-D, Royal Tower,

I.C.Colony, Borivali (W)

Mumbai-103

Tel: 28934875



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Languages/ Dialect	PLACE OF				
	Burn Mark	Leuco Derma	Mole	Scar	Tattoo
13	14	15	16	17	18
-	-	-	-	-	-

These fields will be entered only if complainant/informant gives any one or more particulars about the suspect. This will be used only for the purpose of preliminary retrieval to assist I.O.

A database created will subsequently link one suspect in several cases, if any

A comprehensive and complete data on all fields will again be prepared when any accused arrested irrespective of previous suspicion

8. Reason for delay in reporting by the Complainant/Informant:
 Offence recorded after preliminary Inquiry of letter received from Advocate for complainant

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provision of section 409 and 34 of IPC against the accused.

13. Action taken: Since the above report reveals commission of offence(s) u/sec. as mentioned at Item No.2, registered the case and took up the investigation / directed to Shri Anant Galkawad Rank: Police Sub Inspector to take up the investigation / Refused investigation / transferred to Economic Offence Wing, Police Station, Mumbai on point of jurisdiction.

F.I.R. read over to the Complainant/Informant, admitted to be correctly recorded and a copy given to the Complainant/Informant free of cost.

14. Sd/-

Signature and Thumb Impression
Of the Complainant/ Informant.

Sd/-

Signature of Officer
Incharge, Police Station
Name: Anant Galkawad
Rank: Police Sub Inspector
No:-----

CHARGE

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ECONOMIC OFFENCES WING,
CRIME BRANCH, C.I.D., MUMBAI
C.R. NO. 50/04, U/SEC. 409,465,468, 471, 120 (B)IPC
(SANTACRUZ POLICE STATION, C.R. NO. 298/04)

FIRSTLY:-

That the arrested accused along with wanted accused Sanjay Agarwal and Nandkishore Trivedi during the - period from 30/10/2001 to 22 March 2002 at Office of the Giltedge Management Services Ltd., 103 Liberty Apartment, Sarojini Road, Villeparle (West), Mumbai-400 056, in pursuance with the property to wit. Amount of indianRs 96,03,684/. In the capacity of being broker of committed criminal breach of trust in respect to said property and there by committed an offence punishable under Section 409 r/w 120 of IPC.

SECONDLY:-

That the aforesaid accused persons on the aforesaid date, time and place in pursuance to agreement and/or under criminal Conspiracy forged certain document to wit Bills of contract of Government securities to commit fraud of the trusts of the complaint

ANNEXURE 1-21

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EOW
Form no.I-A
No 394000FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)

1. Dist: Mumbai, Police Station: Santacruz, Year: 2005

at CR
FIR No. 83 Date: 17/02/05

2. (I) Act : I.P.C. Sections: 409, 34

(II) Act: ----- Section: -----

(III) Act: ----- Sections: -----

(iv) Other Acts & Section: -----

3. (a) Occurrence of offence: Day: ----- Date: -----

From : Nov. 2001 *Date To: -----

Time period: ----- Time from: -----

Time to 03/04/2002

(b) Information received at P.S. Date: 17/02/2005

Time: 15.00 O'clock

(c) General Diary Reference: Entry No. 31/2005

Time: 15.00 O'clock

4. Type of Information : Written / Oral : written

5. Place of Occurrence: (a) Direction and distance

from P.S.: 1 1/2 KM from police station

Beat No. 3

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7. Details Name & Address of known /suspected/unknown accused with full particulars (Attach separate sheet, If necessary)
Physical features, deformities and other details of the suspect:

Ketan K. Sheth, Director of
Glitez Management Services
and others...

8. Physical features, deformities and other details of the suspect:-

Sex	Date/ Year of Birth	Build	Height In cms	Complexion	Identification Marks
1	2	3	4	5	6
-	-	-	-	-	-

Deformities/ peculiarities	Teeth	Hair	Eye	Habit(s)	Dress Habits
6	7	8	8	9	10
-	-	-	-	-	-

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9. Particulars of properties stolen and Involved (Attach necessary separate sheet if necessary):-

Government Security Bonds

10. Total value of properties stolen/involved:-----

Rs.35,77,316/-

11. Inquest Report/UD.Case No., if any-----
-

12. F.I.R. Contents (Attach separate sheets, if required):- At the above mentioned Date, time and place, the accused herein in conspiracy with each other by accepting the sum of Rs.35,77,316/- from Complainant's Mafatlal Company's Employees Trust Fund for purchasing of Government Security Bonds however the accused did not give the government security bonds and thus have committed unjustifiably the offence of breach of trust hence offence is recorded under provision of section 409

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The statement of Shri Sudhir Bipinchandra
Shah, Hindu aged 54 years recorded by Police Inspector.
Shri P.B.Loke, Economic Offence Wing by treating it as
the first information report and hence the offence is
recorded accordingly.

Before,
Sd/-
Assistant Police Inspector
Santacruz Police Station
Mumbai

18th Feb, 2005

Sd/-
18th Feb. 2005



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 respect of said property one thereby committed an
 offence punishable under section 409 r/w. 34 of IPC.

Lastly:-

That the aforesaid accused persons on the aforesaid
 date, time and place in furtherance to their common
 intention induced complainant & Witnesses to part with
 property to wit amount of Rs. 92,95,096/- under pretext of
 giving Government Securities & there by cheated the
 complainant & witnesses and thereby committed an
 offence punishable under section 420 r/w 34 of IPC.

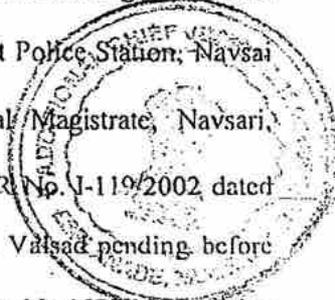


Sd/-
 Inspector of Police
 Economic Offences Wing,
 Unit-I, Crime Branch,
 C.I.D., Mumbai.

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out of FIR No. CR No. I-226/2002 dated 30.08.2002 registered at Police Station Rander, Surat pending before Additional Chief Judicial Magistrate Surat, Criminal Case No.100521/2003 arising out of FIR No.I- 274/2002 dated 06.08.2002 registered at Police Station Varaccha, Surat pending before Additional Chief Judicial Magistrate/ Judicial Magistrate First Class, Surat, Criminal Case No.2778/2004 arising out of FIR/Mcase No. 3 of 2002 dated 16.07.2002 registered at Police Station Gandevi, Navsari pending before Additional Chief Judicial Magistrate, Gandevi, Criminal Case No. 6840/2002 arising out of FIR No. I-93 of 2002 dated 18.08.2002 registered at Police Station, Navsari Town, Navsari pending before Chief Judicial Magistrate, Navsari, Criminal case No. 2121/2002 arising out of FIR No. I-119/2002 dated 10.06.2002 filed at Police station Valsad City, Valsad pending before Chief Judicial Magistrate, Valsad, Criminal Case No.1578/2006 arising out of FIR/M. Case no. 29/2002 dated 13.06.2002 registered at Police Station, Vidya Nagar, Anand pending before Additional Chief Judicial Magistrate, Anand, Criminal Case No.244/2002 arising out of FIR/M.case No. 22 of 2002 (C.R. No. I-226 of 2002) dated 7.6.2002 registered at Police Station Morbi pending before 2nd ACJM, Morbi all in Gujarat and 2) Criminal Case No.40449/2016 arising out of FIR No.



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registered at Police Station Vishrambaug, Pune pending before 3rd Judicial Magistrate First Class, Shivaji Nagar, Pune, to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai where 3 cases involving same allegations are pending.

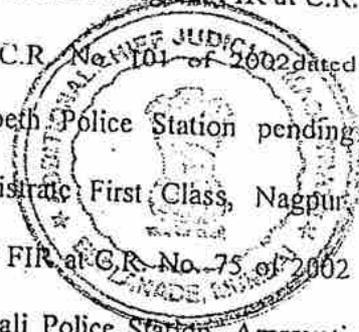
2. That for the purpose of referring to the contents of Stay Application, the petitioner craves leave to this Hon'ble Court to refer to the main petition for facts and circumstances of the case.

3. That the Petitioner reasonably believes that by the time the issue involved in the present petition gets decided, the matters in which the petitioners are seeking transfer would be decided and as stated in the transfer petition the same will not meet the ends of justice and fair play. In such event, the outcome of the present transfer petition would get infructuous.

4. That if the petitioner is filing the present Transfer Petition under Section 406 of CRPC, 1973 seeking transfer of 1) Criminal Case No.101878/2003 arising out FIR No. C.R. No. 1-64/2002 Dated 30.07.2002 registered at Police Station Udhana, Surat, Criminal Case No.9166/2002 arising out FIR No. ICR No. 274/2002 dated 02.07.2002

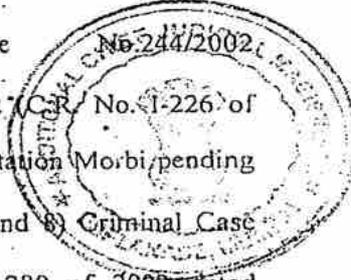
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in Gujarat and 2) Criminal Case No.40449/2016 arising out of FIR No. 280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New Delhi pending before Additional Chief Metropolitan Magistrate, Patiala House Court, New Delhi, Criminal Case No. 2034203/2016 arising out of FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi pending before Chief Metropolitan Magistrate, Saket Court, New Delhi both at New Delhi and 3) Criminal Case No. Nil/2002 arising out of FIR No. 298 of 2002 dated 22.08.2002 registered at Police Station Jagatdal, 24 North parganas, West Bengal pending before Barrackpore Court, Kolkata, West Bengal and 4) Criminal case No. 147/2002 arising out of FIR at C.R. No. 97 of 2002 dated 25.04.2002 and C.R. No. 101 of 2002 dated 29.04.2002 both registered at Ganeeshpeth Police Station pending before 155-2nd Additional Judicial Magistrate First Class, Nagpur Criminal Case No.847/2002 arising out of FIR at C.R. No. 75 of 2002 dated 15.05.2002 registered at City Kotwali Police Station, Amravati pending before Chief Judicial Magistrate, Amravati, Criminal case No.498/2002 arising out of FIR at C.R. No. 102 of 2002 dated 08.05.2002 registered at Pimpri Police Station, Pune pending before Judicial Magistrate, First Class, Pimpri, Pune, Criminal Case No.



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Station Gandevi, Navsari pending before Additional Chief Judicial Magistrate, Gandevi, 4) Criminal Case No. 6840/2002 arising out of FIR No. I-93 of 2002 dated 18.08.2002 registered at Police Station, Navsai Town, Navsari pending before Chief Judicial Magistrate, Navsari, 5) Criminal case No. 2121/2002 arising out of FIR No. I-119/2002 dated 10.06.2002 filed at Police station Valsad City, Valsad pending before Chief Judicial Magistrate, Valsad, 6) Criminal Case No.1578/2006 arising out of FIR/M. Case no. 29/2002 dated 13.06.2002 registered at Police Station, Vidya Nagar, Anand pending before Additional Chief Judicial Magistrate, Anand, 7) Criminal Case arising out of FIR/M.case No. 22 of 2002 (C.R. No. I-226 of 2002) dated 7.6.2002 registered at Police Station Morbi pending before 2nd ACJM, Morbi all in Gujarat and 8) Criminal Case No.40449/2016 arising out of FIR No. 280 of 2002 dated 04.05.2002 registered at Police Station Connaught Place, New Delhi pending before Additional Chief Metropolitan Magistrate, Patiala House Court, New Delhi, 9) Criminal Case No. 2034203/2016 arising out of FIR No. 242 of 2002 dated 17.06.2002 registered at Police Station Sarojni Nagar Delhi



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[b] Pass such other and further order(s) as this Hon'ble Court may deem fit and proper.

AND FOR THIS ACT OF KINDNESS THE PETITIONER (S)
IS DUTY BOUND SHALL EVER PRAY

FILED BY:

Place: New Delhi
Date: 17.08.2021

PAWANSHREE AGRAWAL
Advocate for the Petitioner



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Surat and Criminal Case No. 174/2003 arising out of FIR No. CR No. I-226/2002 dated 30.08.2002 registered at Police Station Rander, Surat pending before Additional Chief Judicial Magistrate Surat, Criminal Case No.100521/2003 arising out of FIR No.I- 274/2002 dated 06.08.2002 registered at Police Station Varaccha, Surat pending before Additional Chief Judicial Magistrate/ Judicial Magistrate First Class, Surat, Criminal Case No.2778/2004 arising out of FIR/Mcase No. 3 of 2002 dated 16.07.2002 registered at Police Station Gandevi, Navsari pending before Additional Chief Judicial Magistrate, Gandevi, Criminal Case No. 6840/2002 arising out of FIR No. I-93 of 2002 dated 18.08.2002 registered at Police Station, Navsai Town, Navsari pending before Chief Judicial Magistrate, Navsari, Criminal case No. 2121/2002 arising out of FIR No. I-119/2002 dated 10.06.2002 filed at Police station Valsad City, Valsad pending before Chief Judicial Magistrate, Valsad, Criminal Case No.1578/2006 arising out of FIR/M. Case no. 29/2002 dated 13.06.2002 registered at Police Station, Vidya Nagar, Anand pending before Additional Chief Judicial Magistrate. Anand. Criminal Case No.244/2002 arising out of FIR/M.case No. 22 of 2002 (C.R. No. I-226 of 2002) dated 7.6.2002 registered at Police Station Morbi pending before 2nd ACJM, Morbi all in Gujarat and 2)

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Magistrate First Class, Shivaji Nagar, Pune, to Competent Court of Additional Chief Judicial Magistrate, Esplanade, Mumbai where 3 cases involving same allegations are pending.

2. That the Annexure Nos. P-2 to P-10 and P-13 to P-21 filed to the Transfer Petition are in Vernacular language. In view of the urgency of the matter, the Petitioner is filing private translation thereof, which is its true translation.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may graciously be pleased to:

- (a) exempt the Petitioner from filing official translation of Nos. P-2 to P-10 and P-13 to P-21, filed to the present Transfer Petition; and
- (b) pass such other further order(s) as this Hon'ble Court may deem fit and proper.