

IN THE COURT OF THE LEARNED ACMM, 47TH COURT,
ESPLANADE, MUMBAI
CRIMINAL CASE NO. PW/480/2023

Ex-D-157

State of Maharashtra

... Complainant

Versus

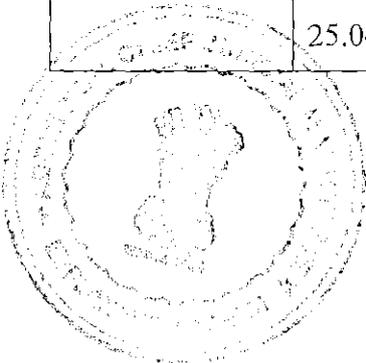
Nandkishore Shankarlal Trivedi

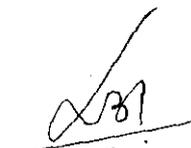
... Accused No. 4

WRITTEN STATEMENT OF ACCUSED
NO. 4 UNDER SECTION 313(5) OF THE
CODE OF CRIMINAL PROCEDURE,
1973

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(Nandkishore S. Trivedi
Accused No. 4

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THE CODE OF CRIMINAL PROCEDURE, 1973**

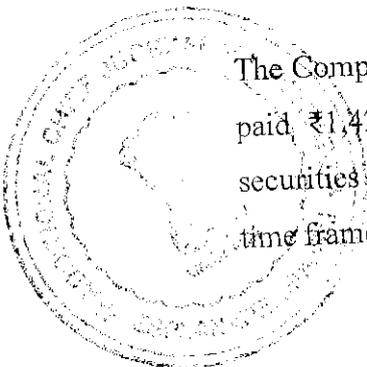
MAY IT PLEASE YOUR HONOUR:

I, **Nandkishore Shankarlal Trivedi**, Age 58 years, Occupation: Advocate, Resident of 3A, Pushpam CHSL, 3rd Floor, 6, Khandubhai Desai Road, Vile Parle (West), Mumbai – 400 056, **Accused No. 4** in the above matter, most respectfully submit this written statement under Section 313(5) CrPC as under:

I. I have carefully read and understood the entire evidence recorded during the course of the trial and have also perused all the documents exhibited therein.

II. BRIEF FACTS LEADING TO FILE FIR AND CHARGE SHEET

The Complainant-M/s Bajaj Capital Limited, an investment advisory Company, paid ₹1,42,65,096/- to M/s Home Trade Ltd. for purchase of Government securities on assurances that the accused will deliver the securities within the time frame i.e. 2-3 weeks, but neither the securities were delivered nor the money



returned. It is alleged that during the period 18th January 2002 to 21st February 2002, M/s Home Trade Limited, its directors and officials, by criminal conspiracy, misappropriated the amount and issued bills/contract notes containing dishonest and false information, leading to FIR No. 280/2002 and a chargesheet under Sections 409, 420 and 120-B IPC against four individuals.

III. MY APPOINTMENT, STATUS AND ROLE IN THE COMPANY

1. I say that as per the "Memorandum & Articles of Association" (Exh.70) of M/s Home Trade Limited-Accused Company was originally incorporated on 21st June, 1993 as **Lloyds Brokerage Ltd. (LBL)**, later changed its name to **Euro Asian Securities Ltd.** and thereafter to **Home Trade Ltd. (HTL)**. The legal entity remained the same; only the name changed.
2. I was appointed on **16.11.1994** as "**Whole-time Company Secretary**" of LBL as per the requirement of The Companies Act, 1956, by a written appointment letter. As per the terms of appointment I was salaried employee in whole time employment of the Company. Discharging my duties as "Company Secretary". I have obtained certified copy of my said appointment letter from the Hon'ble ACJM Court, Nagpur, it is annexed herewith as "Annexure-A". The same may kindly be taken on record and marked exhibit.
3. The appointment letter and subsequent promotion letter dated **01.04.2000** (effective 01.04.2000) clearly record that:
 - (i) My designation and remuneration changed. I was inducted in the Board of the Company. Since I was already in Whole-time employment of the Company I was designated as "Company Secretary and Executive Director".
 - (ii) **All other terms of my appointment letter dated 16.11.1994 remained unchanged**, and
 - (iii) I continued as a **statutory Whole-time Company Secretary** under the Companies Act, 1956.



I have obtained certified copy of my promotion letter dated 01.04.2000 from the Hon'ble ACJM Court, Nagpur, it is annexed herewith as "Annexure-B". The same may kindly be taken on record and marked exhibit.

4. I say that The Articles of Association of HTL (Ex.70) define "**Secretary**" as a person possessing the prescribed qualifications and appointed to perform the duties of a **Company Secretary under the Companies Act** and other ministerial/administrative duties. Article 157 of the Articles of Association mandates that the Secretary shall be a "**Whole-time-Secretary**".
5. My role was therefore confined to **corporate law and compliance** – e.g. maintaining statutory registers, RoC filings, Board/AGM documentation, matters related to Shareholders etc. It **did not include**:
 - (i) Operating or heading the Government Securities / WDM desk,
 - (ii) Negotiating or executing Government Securities trades, or
 - (iii) Managing treasury operations or client-wise dealings.
 - (iv) Any involvement in the business/commercial activities of the Company.
6. I was not having any independent decision making powers in the Company. I used to work as an employee under the supervision of the "Whole time Chairman & CEO" of the Company.
7. I have **never held** the post of Managing Director, Joint Managing Director, CEO, Chairman or "In-charge – WDM / Government Securities" in HTL.
8. Under **Section 292 of the Companies Act, 1956** (then in force), powers to borrow money, invest funds, make loans and approve certain transactions are vested **only in the Board of Directors**. There is **no requirement** or practice for a Company Secretary to sign each trading document or be aware in real time of every securities transaction. The day today business transactions of the Company were not required to be reported to the Board of Directors as per the Companies Act, 1956.

- 9. I resigned from HTL with effect from **25.04.2002 (23 years ago)** . Since that date I have no association whatsoever with the company. My original resignation letter is already filed in connected proceedings i.e CC No. 412/PW/2007 which is pending in the file of this Hon'ble Court. I have obtained Certified copy of the original resignation letter which is annexed herewith and marked-as--
"Annexure-C".
- 10. I say that no minutes of any HTL Board meeting have been produced to show that:
 - (i) Any decision regarding the impugned trades was taken **in my presence**, or
 - (ii) Any specific role in Government Securities transactions was **assigned to me**.

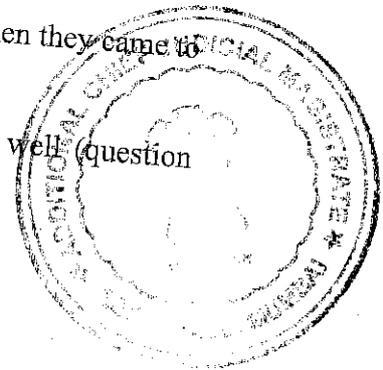
IV. RESPONSE TO PROSECUTION EVIDENCE

1. PW-1: Shri Triveni Singh-Senior Executive, Legal Cell/administration Bajaj Capital Ltd (Complainant Company)

1.1 PW-1 has proved his written complaint Ex.PW1/B and certain company documents.
He does **not attribute any role to me** in his Examination in Chief or in the documents proved by him.

1.2 PW-1 has himself admitted that:

- (i) Accused company is a registered company and approved by SEBI.
- (ii) He was not involved in buying and selling of Government bonds by the Company.
- (iii) He was not personally involved in the three impugned transactions which are subject matter of the Complaint.
- (iv) He came to know of the transactions **much later**, only when they came to light and not at the time when they took place.
- (v) The Complainant company had previous transactions as well (question pertains to period September, 2001 to March, 2002).



- 5
- (vi) The total payment made by the Complainant company to accused company was Rs.2,00,65,678/- out of which delivery of securities value Rs.58,00,052/- was already made.
 - (vii) As far as "false information" as mentioned in the complaint is concerned, the same pertains to the assurance given by the accused that delivery would be made within a specific period but it was not so made.
 - (viii) It is correct that the amount was transferred in the name of the company directly to its account and no person had visited the office for this purpose.
 - (ix) He was **never in touch with any of the accused personally**. He personally never had any dealing with them. He never met them during any such deal and no accused personally confirmed or acknowledged the transactions to him.

I say that the complainant has not alleged any entrustment, representation, inducement or dealing by me at all.

2. **PW-2: Shri Vivek Gautam-President (Merchant Banking) -M/s Bajaj CapitalLtd.**

- (i) He admitted that he recalls that some transactions had taken place between the two (Home Trade and Bajaj Capital) even prior to the transactions in question but he do not remember the details-thereof.
- (ii) He was never personally involved in the transaction in question.

PW-2's evidence does not contain any allegation whatsoever against me. No role is attributed to me.

3. **PW-3: Shri Raman Bawa - Company Secretary- Bajaj Capital Limited**

PW-3's evidence is confined to the internal affairs of Bajaj Capital. There is no allegation against me in his deposition.

4. **PW-4: Shri R.S. Ahuja-Senior Manager- Canara Bank**

PW-4 has proved certain bank records of Bajaj Capital's account and cheques favouring Home Trade / Home Traders. He nowhere states that any amount was ever transferred to me personally, nor does he connect any banking transaction to me.

5. PW-5: Ms. Shikha Bhagnagar-Executive Vice President- Bajaj Capital

PW-5 deposed generally about dealings between Bajaj Capital and Home Trade. She does not mention my name at all and does not assign any role to me in any transaction.

6. PW-6: ASI Omkar Singh-PS North Avenue-New Delhi

PW-6 has deposed only about the arrest of 3 other accused from Mumbai. He does not attribute any role in the alleged offence to me. I was not arrested in this case.

7. PW-7: Shri Jai Kumar Mehta (Employee of Home Trade Ltd.)

PW-7 has generally described the history of Lloyds Brokerage / Euro Asian Securities / Home Trade and its dealings in government securities.

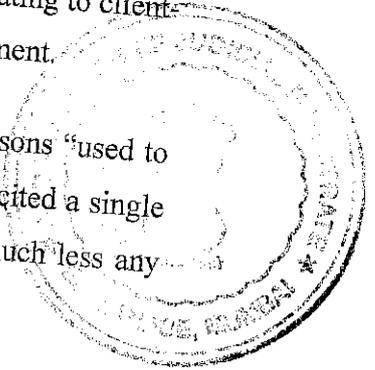
7.1 He has deposed that Mr. Sanjay Aggarwal, Ketan Seth, N.S. Trivedi and Subodh Bhandari used to ask for report regarding outstanding of client.

My

answer:

I deny this allegation in its entirety. I have never, at any time, asked this witness or any other employee for any report regarding outstanding of client, whether in relation to Bajaj Capital or any other client. My duties in the organisation were confined to secretarial and statutory compliance functions under the Companies Act, 1956. I was not entrusted with, nor did I perform, any work relating to client's outstanding management in the WDM / Government Securities segment.

The deposition relied upon is only a general statement that four persons "used to ask for report regarding outstanding of client." The witness has not cited a single specific instance where I personally asked him for such a report, much less any



report concerning Bajaj Capital. No document or other evidence has been produced to show that I was given any such responsibility. Moreover, Bajaj Capital's own case is that they remitted funds but were not delivered the securities; in these circumstances, the very question of any outstanding amount being due from Bajaj Capital does not arise, and no adverse inference can be drawn against me from this vague and general assertion.

- 7.2 PW-7 has proved a Board Resolution dated 25.11.1999 (Ex.PW7/A), stating that it bears my signature and of co-accused Sanjay Agarwal.

My answer:

I do not dispute that Ex.PW7/A bears my signature along with that of co-accused Sanjay Agarwal. However, Ex.PW7/A is only a covering letter dated 25.11.1999 issued on behalf of Euro Asian Securities Ltd. (the former name of Home Trade Ltd.) forwarding to Citi Bank a copy of the extraordinary general meeting resolution and the Registrar of Companies' certificate regarding change of name from Euro Asian Securities Ltd. to Home Trade Ltd. The PW7/A relate to the company's change of name and do not concern any government securities transaction or any dealings with Bajaj Capital. PW-7 himself has stated that he does not know the contents of Ex.PW7/A. My signing this communication was in the normal course of my secretarial/compliance duties and Ex.PW7/A does not assign or suggest any role to me in the disputed trades with Bajaj Capital.

- 7.3 PW-7 further alleged that he used to take instructions from Sanjay Aggarwal, Ketan Seth, N.S. Trivedi, Subodh Bhandari and Arvind Rai for entering amount of securities and its settlement, face value and its price.

My Answer:

I categorically deny this allegation. I have never, at any time, given PW-7 any oral or written instructions for entering the amount of securities, their settlement, face value or price in relation to any transaction, whether in the government securities / WDM segment generally or in respect of Bajaj Capital in particular. My duties were confined to secretarial and compliance functions and I had neither the responsibility nor the authority to direct or supervise trading entries or settlements.

In the same evidence, PW-7 has admitted that:

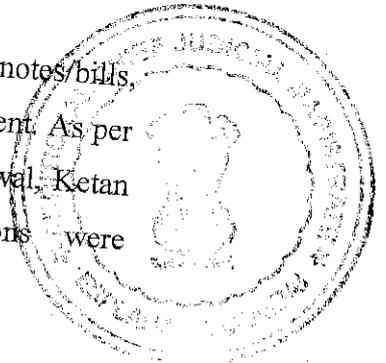
- (i) There was an employee **Arvind Rai** in Home Trade Ltd. who used to deal with Bajaj Capital.
- (ii) On behalf of Home Trade Ltd. Arvind Rai used to buy and sell the securities from one company to another and the margin was taken as profit.
- (iii) Arvind Rai used to regular deal with Bajaj Capital on behalf of company.
- (iv) There were 6-7 transaction with Bajaj Capital during his tenure. Except the last transaction, all other securities were either delivered or settled with Bajaj Capital.
- (v) The Company Home Trade was member of Mumbai Stock Exchange, National Stock Exchange and Pune Stock Exchange.
- (vi) In answer to specific questions, PW-7 stated:
 - (a) On seeing Ex.PW1/H and Ex.PW1/I he confirmed they relate to **Pune Stock Exchange** and transactions were "principal to principal transactions".
 - (b) On being asked who used to give instruction in the case of Bajaj Capital, he answered: "**Arvind Rai.**"
 - (c) He explained that **Form B** is generated where there is **no brokerage**, and Form A where there is **brokerage**.
 - (d) He admitted that **if he had generated the bill / contract note, his own signature would appear on the document.**

These admissions show that **operations with Bajaj Capital were handled by WDM dealers (like Arvind Rai) and not by me.**

8. PW-8: Shri Ketan Ramesh Mashkaria (Employee of Home Trade Ltd.)

PW-8 has generally described the WDM Department, the role of dealers (Arvind Rai, Kanan Mewawala, etc.) and the alleged roles of certain accused.

- 8.1 PW-8 alleged that In this department he used to prepare contract notes/bills, maintain the register related to securities received and sent to the client. As per the instructions from Arvind Rai, Kanan Mewawala, Sanjay Aggarwal, Ketan Sheth, N.S.Trivedi and Subodh Bhandari. These instructions were



communicated to him verbally and he used to follow the said instructions accordingly.

My answer:

I categorically deny this allegation in so far as it concerns me. I have never, at any time, given PW-8 any oral or written instructions for preparation of contract notes/bills, maintenance of registers relating to securities received or sent to clients, or for any other work of the Government Securities / WDM department. My duties were confined to secretarial and statutory compliance functions and I had neither responsibility nor authority in the Government Securities Department which handled the transactions of Bajaj Capital.

- 8.2 PW-8 Alleged that on the asking of Sanjay Aggarwal, Ketan Seth, N.S. Trivedi and Subodh Bhandari he used to prepare outstanding report client wise and submit the same or provide the same to them from time to time so that they were able to know the delivery position of the client.

My answer:

I categorically deny this allegation in so far as it concerns me. PW-8 has made only a general statement; he has not cited a single specific instance where I personally asked him to prepare or submit any client-wise outstanding report, nor is there any document to that effect. I have never, at any time, requested or received such outstanding reports from him or from any other employee. My duties were confined to statutory and secretarial compliance functions as whole-time Company Secretary, and did not include any role or responsibility in relation to Government Securities / WDM transactions in general, or the Bajaj Capital transactions in particular.

- 8.3 PW-8: Alleged that Sanjay Aggarwal, Ketan Seth, N.S. Trivedi and Subodh Bhandari were the authorised signatory of Home Trade Ltd and related Companies.

My answer:

I do not dispute that I was one of the authorised signatories of Home Trade Limited pursuant to powers given by its Board of Directors. However, I was **not** an authorised signatory of any of the so-called related companies, and I deny PW-8's allegation to that extent. My signing authority in Home Trade Limited was in the normal course of my secretarial and compliance functions and did not relate to, or confer upon me any role in, the Government Securities / WDM transactions, including the Bajaj Capital dealings. PW-8's statement is purely general in nature and does not connect me with the disputed Bajaj Capital transaction in any manner.

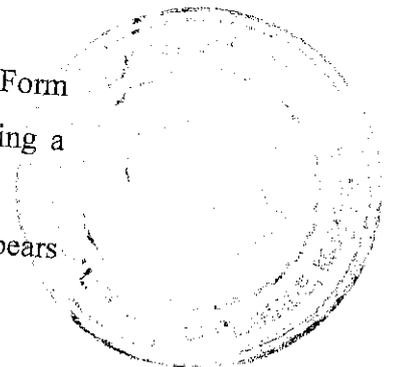
8.4 PW-8: Alleged that he worked on the instructions of Kanan Mewawala and Arvind Rai and sometimes on the instructions of Directors.

My answer:

I categorically deny having given PW-8 any instructions of any kind, whether oral or written, and more particularly any instructions relating to transactions of Bajaj Capital or any other Government Securities / WDM dealings. My functions as whole-time Company Secretary were confined to secretarial and statutory compliance matters and did not involve directing or supervising trading operations or issuing instructions to staff in the Government Securities Department.

8.4 At the same time, in his own evidence PW-8 admits that:

- (i) N. S. Trivedi was "Company Secretary" of Home Trade Ltd.
- (ii) He admitted that Home Trade Ltd. was dealing with Bajaj Capital Ltd. several times.
- (iii) Dealers like Arvind Rai and Ms. Kanan Mewawala used to deal with the clients and pass instructions to him to prepare the bills and contract notes..
- (iv) He prepared contract notes in Form A / Form B as per the dealers' instructions.
- (v) In reconciling with document Mark P-2 (Form B), he admitted that Form B mentions principal and interest but no brokerage. Thus indicating a principal-to-principal nature.
- (vi) On a document dated 13.03.2002 (now Ex.PW8/D1), he admitted it bears his signature and states that delivery was made to Bajaj Capital.



- //
- (vii) He further admitted that in none of the contract notes is the word "brokerage" written and that all contract notes are principal-to-principal.
 - (viii) He used to do work on the instructions of Kanan Mewawala and Arvind Rai as they were his immediate boss.

8.5 PW-8 also stated that due to lapse of time he **does not remember what dealings took place between Bajaj Capital and Home Trade** and thus his information is based on general knowledge and documents.

These admissions show that his role was as a **back-office/WDM** functionary, primarily acting on **dealers' instructions**, and that he has **no specific evidence against me personally** with respect to the specific transaction with Bajaj Capital.

9. PW-9: Shri Sanjay Choksi (Employee of Home Trade Ltd.)

PW-9 has not attributed any role to me in the alleged government securities transactions with Bajaj Capital.

9.1 He has stated that:

- (i) The debt market department was looked after by Arvind Rai, Kanan Mewawala, Jai Mehta and Ketan Mashkaria.
- (ii) He does not know whether Home Trade used to deal with Bajaj Capital or not.
- (iii) He and I (Accused No. 4) were employees working in the Secretarial Department, dealing with Registrar of Companies work and payroll, and thus not with WDM / Government Securities trading.

This supports my stand that **I was employee in the secretarial/compliance side, not the trading side.**

10. PW-10: Shri Pradeep Mohan Godbole-Dy. G.M.-IDBI

PW-10 has produced documents relating to transactions between Boral Co-operative Bank, IDBI and Home Trade Ltd.

10.1 In cross-examination he has admitted that:

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- (i) He has **no personal knowledge** of the sale/purchase/transfer of the bonds.
- (ii) He **did not verify** veracity of the documents submitted by him to EoW.
- (iii) He only forwarded information received from Karvy Consultancy to the police.

PW-10 does **not attribute any role to me** at all.

11. PW-11: Shri Sourabh Dev-Asstt. G.M. Public Debt Office-Mumbai

PW-11 has deposed that he is not having any personal knowledge about transaction in question.

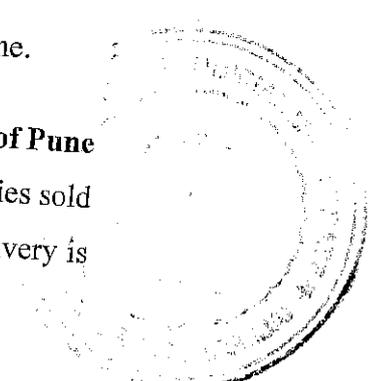
He has not assigned **any role to me** in his evidence with respect to the dealing with Bajaj Capital.

12. PW-12: Shri Sarveshkumar C. Sharma (First IO – Delhi)

In examination-in-chief, PW-12 does **not specify any individual role** of mine.

12.1 In cross-examination, he has admitted that:

- (i) In the complaint Ex.PW1/B no specific role is assigned to any particular accused in the said report except the word "Directors of Home Trade Ltd."
- (ii) Nowhere in Ex.PW1/B is it mentioned that any amount was paid or entrusted by Bajaj Capital to me.
- (iv) He does not remember whether any deal confirmation note was issued by Bajaj Capital in my name and whether it was approved by me.
- (iv) He does not remember whether any contract note was signed by me.
- (v) Contract note Ex.P-8 was issued by Home Trade Ltd. as **member of Pune Stock Exchange**, is a **principal-to-principal basis**, shows securities sold to Bajaj Capital, and **no third party is named**. The period of delivery is also **not mentioned**.



- (vi) He does not know that **none of the cheques was issued under** my signature.
- (vii) He has stated that the Memorandum and Articles of Association (Ex.-70) show that a Company Secretary has to perform duties under the **Companies Act, 1956.**

These admissions show that even the first IO:

- **Found no document signed by me,**
- **Found no entrustment to me, and**
- **Recognised that my role, as per Articles, is that of a Company Secretary under the Companies Act, not a trading or treasury operator.**

V. ADDITIONAL SUBMISSIONS:

NATURE OF HTL'S BUSINESS & THE DISPUTED TRANSACTIONS

- (a) It is undisputed that HTL was:
 - **A member of the Pune Stock Exchange, and**
 - **Registered with SEBI and RBI for dealing in securities and Government Securities.**
- (b) These show that HTL was a **regulated securities intermediary** doing proprietary and principal-to-principal deals, not an unregistered "private broker/agent".
- (c) The contract notes issued to Bajaj Capital, including Ex.PW1/H, Ex.PW1/I and Ex.P-8:
 - (i) Clearly record the transaction as "**principal to principal**".
 - (ii) Show that **HTL sold securities on its own proprietary account.**
 - (iii) Show that Bajaj Capital paid the **sale consideration to HTL's account.**

Thus:

- The relationship between HTL and Bajaj Capital was that of **seller and buyer / debtor and creditor**,
- It was **not** that of trustee-beneficiary or agent-principal.
- The money paid by Bajaj Capital was **price under a sale contract with HTL**, not money entrusted to me or even to HTL in a fiduciary capacity.

(d) In particular, there is:

- (i) **No payment** made to me in my personal capacity,
- (ii) **No bank statement** showing diversion of funds to my personal account,
- (iii) **No document/cheque** signed by me withdrawing or transferring the alleged funds,
- (iv) **No evidence** that I ever met, called or wrote to any officer of Bajaj Capital regarding these trades,
- (v) **No Contract pertaining to disputed transactions are signed by me.**
- (vi) **No Deal Note** address to me or signed by me,
- (vii) **No correspondence** addressed to me by Bajaj Capital nor I addressed any correspondence to them,
- (viii) **No representation or inducement** by me to Bajaj Capital, and
- (ix) **No allegation of any personal gain** to me.

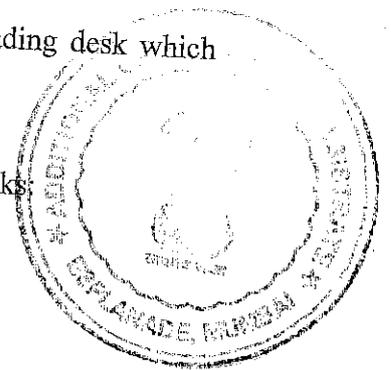
VI. CONSPIRACY / VICARIOUS LIABILITY

(a) There is no evidence of:

- (i) Any meeting or agreement between me and co-accused to cheat or misappropriate,
- (ii) Any phone call, correspondence or meeting where I participated in planning any alleged diversion of funds, or
- (iii) Any participation by me in the WDM / G-Sec trading desk which actually handled these transactions.

(b) The charge of conspiracy under Section 120-B IPC thus lacks:

- (i) **A meeting of minds,**



- (ii) Any **overt act** by me, or
- (iii) Any circumstantial evidence linking me to a common design.

(c) Further, the IPC **does not create automatic vicarious liability** merely because a person holds a designation such as Company Secretary and/or Director. Criminal liability must be based on **personal acts and mens rea**, not on designation alone.

In this case, the prosecution has effectively sought to punish me **only because of my designation** as Company Secretary and Director, without any evidence of my involvement in the disputed trades.

VII. OVERALL POSITION

- (a) On the evidence led by the prosecution, even taken at its highest, the case against me shows at best:
 - (i) Certain **commercial transactions** between HTL and Bajaj Capital on a principal-to-principal basis, and
 - (ii) An alleged **short-delivery / non-delivery** of some securities.
 - (iii) That may give rise to **civil or arbitral remedies** between HTL and Bajaj Capital, but it does **not** constitute any criminal offence by me.

(b) Specifically, there is:

- (i) **No evidence of entrustment** of any money or property to me;
- (ii) **No evidence of misappropriation** or diversion by me;
- (iii) **No evidence of representation or inducement** by me to Bajaj Capital;
- (iv) **No evidence of conspiracy** or common design involving me.

© **Antithetical charges:** This Hon'ble Court has framed charges under section 420 and 409 of IPC. I respectfully submit that these two charges cannot co-exist on the same set of facts and transactions.

I therefore submit that **no offence under Sections 409, 420 or 120-B IPC** is made out against me.

VIII. PRAYER

In view of the facts and evidence discussed above, I most respectfully submit that:

- (i) The prosecution has **failed to prove any criminal liability** on my part; and
- (ii) No ingredients of **Sections 409, 420 read with Section 120-B IPC**, or any other provision, are satisfied as against me.

I therefore pray that this Hon'ble Court may be pleased to:

1. **Hold** that the prosecution has failed to establish any offence against me (Accused No. 4); and
2. **Acquit me of all charges**, honourably and in full.

I deposed by me -
Advocate for accused

Dipak N. Mane
MHA/2287/2008

(Signature)
(Nandkishore Shankarlal Trivedi)

Accused No. 4

Place: Mumbai

Date: 20.11.2025

Applied on 21

Granted on 20/11/2025

Ready on

Delivery on 26/11/2025

True Copy

(Signature)
Judicial Clerk, 26/11/25

Additional Chief Judicial Magistrate's,
47th Court, Esplanade, Mumbai.

Private use only.

Annexure - A
Ord. C. A. No. 4456/12 (659)

B Lloyds Brokerage Limited

601, Raheja Centre, Nariman Point, Bombay-400 021.
Tel.: 285 2834 to 36 • Fax: 91-22-285 4459.

211
820
17

Document No 1
Filed in Acwd No 9
in Cr.C. No. 147/02
on 2/9/12

Date : November 16, 1994.

MR. NANDKISHORE TRIVEDI.
Address: Dev Bhuvan, 2nd Floor,
Room No. 32, Gazdar Street,
Chira Bazar,
BOMBAY - 400 002.

Exh-3279

(Signature)
C. for Acwd No-9

Dear Mr. Nandkishore Trivedi,

Re: Your application for employment in our organisation.

In connection with the above, we are pleased to offer you an appointment as Company Secretary in our organisation on the following broad terms and conditions:

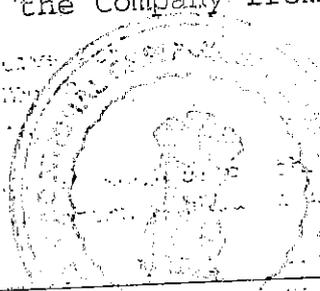
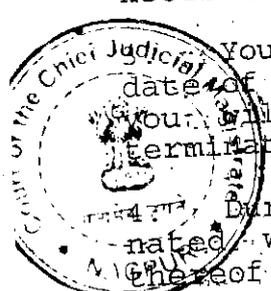
1. You will draw a Gross Annual Remuneration plus Reimbursements of Rs. 1,20,000/- (Rupees One Lac Twenty Thousand only) which includes all allowances and benefits offered by the Company as per the existing Rules. A detailed breakup of your Remuneration is attached as Annexure - 1.

2. You will be presently posted at our Bombay office, but your services are transferable to any other department, location or to other Associate Company anywhere in India as may be considered necessary.

You will be on probation for a period of 3 months from the date of your joining duty. On successful completion of probation you will be confirmed as a permanent employee. The Company may terminate the probation at any time at its discretion.

During the period of employment your services can be terminated with a minimum notice of three months or salary in lieu thereof without assigning any reason whatsoever by either party.

5. Your appointment is subject to the existing Rules & Regulations framed by the Company for its employees; and amended, altered, modified by the Company from time to time.



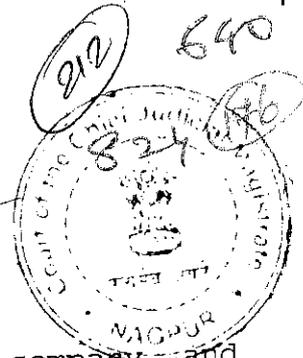
Certified True Copy

(Signature)
(N. S. Trivedi)



Lloyds Brokerage Limited

601, Raheja Centre, Nariman Point, Bombay-400 021.
Tel.: 285 2831 to 36 • Fax: 91-22-285 4459.



6. You will be in the whole time employment of the company and will not engage yourself in any work, profession, or employment either honorary or otherwise during the period of your employment with us.

7. You will not divulge/make personal use of any Confidential Information regarding the company, its associates, its Clients or any other entity; which becomes available to you in the course of performance of your duties or otherwise.

We are forwarding this letter to you in duplicate. If the terms and conditions of employment aforesaid are acceptable, kindly return the duplicate copy of this letter duly signed as a token of your acceptance and let us know the probable date of joining. The appointment will be subject to medical examination by the Company Doctors at our cost and to satisfactory confirmation from your references.

We look forward to your having a long and successful career with our Company.

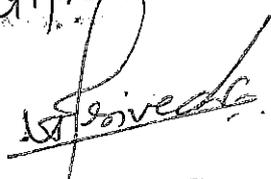
Wishing you All The Best!

Yours faithfully
For LLOYDS BROKERAGE LIMITED


(SANJAY AGARWAL)
Chief Executive

I agree to abide by the above terms

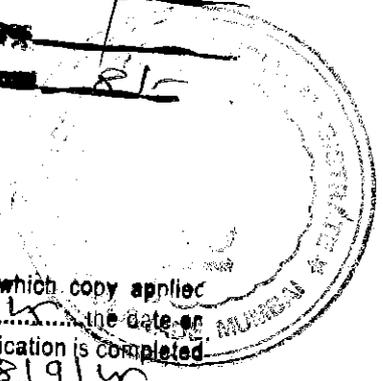
Signature: 
Date : 16/11/94
Name : N. S. TRIVEDI
Date of Joining: 1st Dec. 1994

Certified true copy

(N. S. Trivedi)

True Copy

Asst. Supdt.
C.J.M. Court
Nagpur

Printing Charges 204281
 Composing Charges _____
 Paper Charges _____
 Surcharges _____
 Express Charges _____
 Total 204281



The date on which copy applied for... 28/1/1914 the date on which the application is completed
 In all respects... 28/1/1914
 the copy given to the applicant for taking delivery... 16/1/1914
 the date on which the copy was ready for delivery... 18/1/1914
 the date on which it was delivered... 19/1/1914

[Signature]
 Asst. Supdt./Record Keeper
 C.J.M. Court., Nagpur

Private use only.

Ord. C. A. No. 4456/1980

19

611

328

177



Lloyds Brokerage Limited

601, Raheja Centre, Nariman Point, Bombay-400 021.
Tel.: 285 2831 to 36 • Fax: 91-22-285 4459.

ANNEXURE - 1

(Exb-3280)

Name : Mr. Nandkishore Trivedi.

Break up of Gross Remuneration & Reimbursements

	<u>Monthly</u> (Rs.)	<u>Annual</u> (Rs.)
Basic	5,300 ✓	63,600 ✓
H.R.A	1,000 ✓	12,000 ✓
Education Allowance	100 ✓	1,200 ✓
Special Allowance	70 ✓	840 ✓
Co's Contribution to P.F.	530 ✓	6,360 ✓

Expense Reimbursements:

Conveyance	3,000 ✓	36,000 ✓
		1,20,000 ✓

NOTE :

The above structure excludes incentives that the Company may sanction on a yearly basis, payable for the actual period served during the year.



Verified for original document
30/11/80
[Signature]

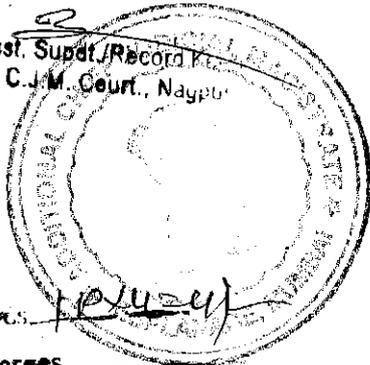
Certified true Copy
[Signature]
CN. S. Trivedi

True Copy

Asst. Supt.
C.J.M. Court

the date on which copy applied
for 21/8/12 the date on
which the application is completed
in all respect 21/9/12
the date given to the applicant
for taking delivery 16/9/12
the date on which the copy was
ready for delivery 18/9/12
the date on which it was delivered
19/9/12

Asst. Super/Record
C.J.M. Court, Nagpur



Stamp Charges 10/00
Companing Charges _____
Paper Charges _____
Surcharges _____
Express Charges _____
Total 10/00

Private use only.

Ord. C. A. No. 446/14

20
842
214
828

Doc. No. 2

April 1, 2000

Mr. Nandkishore Trivedi
Dev Bhuvan, 2nd Floor,
Room No 32, Gazdar Street,
Chira Bazar
Mumbai 400 002

Exh-3281

Dear Mr. Trivedi,

We are glad to inform you that you are being promoted as "Executive Director & Company Secretary" with effect from April 1, 2000.

Further, we wish to inform you that your gross annual remuneration have been revised from Rs.3,88,800/- (Rupees Three lac eighty eight thousand eight hundred only), to Rs.9,86,400/- (Rupees Nine lac eighty six thousand four hundred only with effect from today, which includes all allowances and benefits offered by the Company, as per the existing rules. A detailed break up of your revised remuneration is attached as Annexure 'I'.

All other terms of your appointment letter dated November 16, 1994 remains unchanged.

Wishing you all the best.

Yours faithfully,
For Home Trade Limited



home trade ltd.
Tower 3, 5th Floor,
Vashi Rly. Station Complex,
Navi Mumbai - 400 705.
Tel: (91-22) 781 2441-44
Fax: (91-22) 781 2548



Sanjay Agarwal
Chief Executive Officer

Certified true Copy

Trivedi

(N. S. Trivedi)

Document No 2
Filed by Awd No 9.
in Cr. e. No 147/02
on 2/9/21

Agarwal

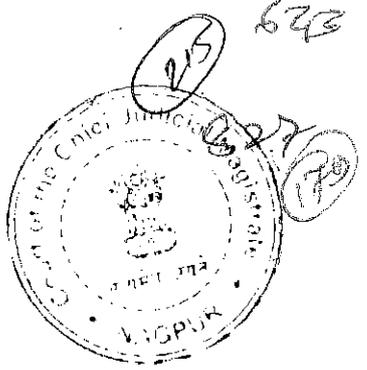
(San Agarwal No. 9.)



Verified an
original
Agarwal
3/10/2021

सहायक अधिकांक
पुनः न्यायनिकांक
सहायक

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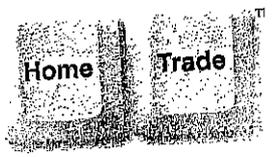


ANNEXURE - I

Name : Mr. Nandkishore Trivedi

Break up of Gross Remuneration

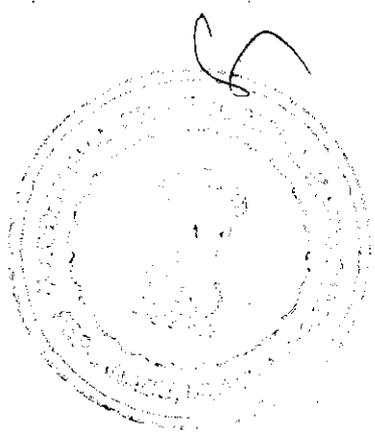
Remuneration:	Monthly (Rs.)	Annual (Rs.)
Basic	60,000/-	7,20,000/-
H.R.A.	15,000/-	1,80,000/-
Co's Contribution to P.F.	7,200/-	86,400/-
	<u>82,200/-</u>	<u>9,86,400/-</u>



home trade ltd.
 Tower 3, 5th Floor,
 Vashi Rly. Station Complex,
 Navi Mumbai - 400 705.
 Tel: (91-22) 781 2441-44
 Fax: (91-22) 781 2548



Certified true Copy
 Trivedi
 CN.S. Trivedi



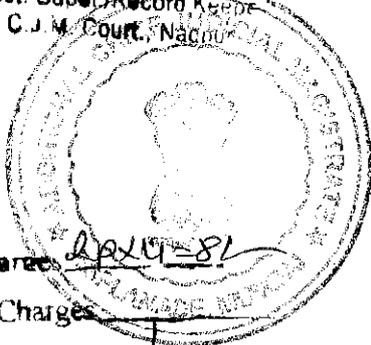
Verified
 for original
 Regular
 सहकार्यक अधिकारी
 मुख्य न्यायाधीश अधिकारी
 नागपुर

True Copy
 Asstt. Suptd.
 C.J.M. Court
 Nagpur

[Handwritten mark]

The date on which copy arrives
for..... 2/18/14 the date on
which the application is completed
in the court..... 8/19/14
the date given to the applicant
for twin delivery..... 6/19/14
the date on which the copy was
ready for delivery..... 18/19/14
the date on which it was delivered
..... 18/19/14

Asst. Supdt./Record Keeper
C. J. M. Court, Nacogdoches



DUPLICATE CHARGES 2.00
Comparing Charges _____
Paper Charges _____
Surcharges _____
Express Charges _____
Total 2.00

Nandkishore S. Trivedi
3A Pushpam, G, K.D. Road
Vile Parle (W), Mumbai - 400 058
Date: April 25, 2002

Mr. Sanjay Agarwal
The Chairman & CEO
M/S Home Trade Ltd.
International Infotech Park
Tower No. 3, 5th floor
Vashi, Navi Mumbai
Dear Sir,

Subject: Resignation

I hereby resign from the post of 'Executive Director & Secretary' of the Company with immediate effect. I request you to accept my resignation by signing a copy of this letter. I also request you to inform all the concerned authorities about my decision at the earliest.

Thanking you,

Yours sincerely

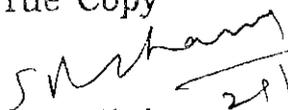

(N. S. TRIVEDI)

Accepted

(Sanjay Agarwal)



True Copy


29/3/02
Judicial Clerk,

Addl. Chief Metropolitan Magistrate's,
47th Court, Esplanade Mumbai.

Annexure - A

PUNE STOCK EXCHANGE LTD.



PSE/0191/2002/1193

25.1.2003 Annexure

236

✓ M/s Giltedge Management Services Ltd
103, Liberty Apartments,
80-A, Sarojini Road,
Vile Parle (W),
Mumbai - 400 056.

(Exh-142)

Dear Sir,

We are enclosing herewith arbitration award signed by the sole Arbitrator between Giltedge Management Services Ltd. V/s Home Trade Ltd. - member Pune Stock Exchange Ltd. The original award kept with us.

Kindly acknowledge the receipt.

Thanking you,

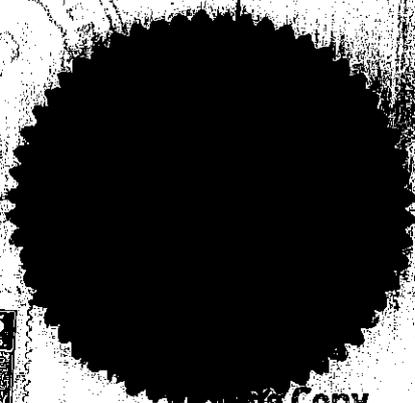
Yours faithfully,
FOR PUNE STOCK EXCHANGE LTD.

Shivakar

ARBITRATION ASSISTANT.

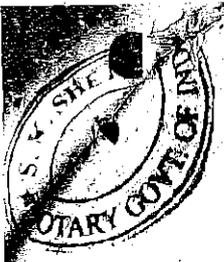
Encl : as above.

Sw*



True Copy
S. V. Shetty
Judicial Clerk, 19/1/03
Additional Chief Judicial Magistrate
47th Court, Esplanade, Mumbai.

Applied on
Granted on
Ready on 19.11.2005



237

IN THE MATTER OF THE ARBITRATION before the Sole Arbitrator Shri
Shailendra Shah - Case No. 273/2002

Between

M/s Giltedge Management Services Ltd.
103 Library Apartments, 80-1, Sarojini Road,
Vile Parle (W),
Mumbai - 400 056

Applicant

V/s

M/s Home Trade Ltd.

.... Respondent.

Handwritten initials or signature.



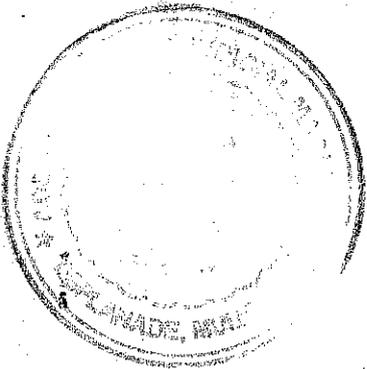
23

This is a complaint filed by Giltedge Management Services Ltd. (Applicant) against M/s Home Trade Ltd. (Respondent) – member of Pune Stock Exchange Ltd. on

As Applicant has purchased following securities from Respondent and paid accordingly but has not received the deliveries of securities from Respondent.

Delivery outstanding from Home Trade Ltd.

Sr. 1	Date 2	Bill No. 3	Scrip 4	Total Face Value 5	Con.Amt. 6
1.	22.01.02	2672	8.07% GOI 2017	40000000	40262766.67
2.	30.03.02	3229	8.07% GOI 2017	5574000	6002152.88
3	01.02.02	3046	11% GOI 2013	35000000	36205555.56
4.	01.02.02	3048	12.40% GOI 2013	6000000	8305533.33
5.	01.02.02	3047	12.50% GOI 2004	8000000	9263556.56
6.	01.02.02	3050	11% SDI 2002	5000000	5134444.44
7.	01.02.02	3045	10.25% GOI 2012	10000000	11560833.33
8.	04.02.02	2912	12.69% GOI 2002	10000000	10326100
9.	04.02.02	3059	12.69% GOI 2002	2600000	2684786
10.	23.03.02	3155	10.25% GOI 2021	10000000	12221736.19
11.	26.03.02	3234	11.15% GOI 2002	5000000	5038715.28
12.	26.03.02	3235	14.14% MSDRC 2009	30000000	35095808.22
			Total	167174000	182101987.4



Sh

Face Value 7	Con. Amount 8	Face Value 9	Con. Amount 10
5574000	6002152.88	40000000	40262766.67
3.		0	0
4. 400000	538831.11	35000000	36205555.56
5.		5600000	7766702.22
6.		8000000	9263555.56
7.		5000000	5134444.44
8.		10000000	11560833.33
9.		10000000	10326100
10.		2600000	2684786
11.		10000000	12221736.11
12.		5000000	5038715.28
		30000000	35095808.22
	Total	161200000	175561003.39

239

Net Securities Receivable - 161200000 175561003.39

B] Details of payment of abovementioned securities are as follows

S.No.1 - A cheque of Rs.9,50,00,000 of Janata Sahakar Bank Ltd., Fort Branch, Bombay bearing no. 948619 dt. 11.12.2001 in favour of M/s Tirupati Urban Co-operative Bank Ltd, this payment of sr.no. 1 also include payment of other purchased securities:

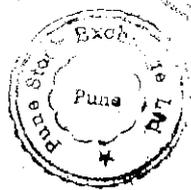
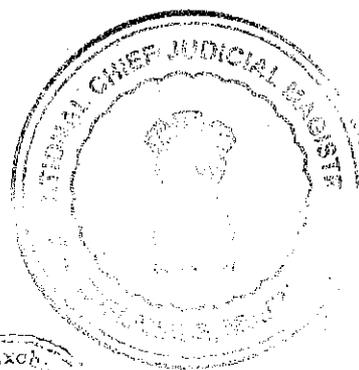
As per the instruction letter dt. 6th December 2001 of Home Trade Ltd. payment of this securities was made in favour M/s Tirupati Urban Co-op Bank Ltd (Notarised Bank account statement is submitted to Pune Stock Exchange Ltd. by Applicant).

Sr.2: Settled.

Sr.3 & 4 : Rs.4,50,00,000.00 transferred to Respondents account from HDFC Bank on 1.2.2002 under Ref no. 400317011 (notarized (photocopy of Bank Statement of HDFC Bank is submitted by Applicant with to Stock Exchange Ltd).

Sr.5 to 9 : For the purchase of securities sr. no. 5 to 9 applicant paid the full consideration as follows :

RS



240

Rs. 3,69,87,000.00

Cheque Janata Sahakari Bank Ltd. No.964098
Dt.31.1.2002

Rs. 2,00,000.00

Cheque HDFC Bank 848753 dt.21.2.2002

Rs. 8,00,000.00

Cheque HDFC Bank No.848754 dt. 21.2.2002

Rs. 10,00,000.00

Transfer HDFC Bank Ref no. 400317038 dt.25.2.02

Rs.3,89,87,000.00

Total paid against the sr.no. 5 to 9

[Notarised photo copy of Bank statement of Janata Sahakari Bank and HDFC Bank is submitted by Applicant to Pune Stock Exchange Ltd.]

S.No.10 & 11 : For the purchase of securities sr.10 & 11 applicant paid the full consideration as follows :

Rs. 75,00,000.00 Cheque UTI Bank Ltd. No.384996 dt.27.3.2002

Rs. 73,00,000.00 Transfer from HDFC Bank Ref.no.848792 dt.27.3.02

Rs. 10,00,000.00 Transfer from HDFC Bank ref.no.400317011
Dt.22.3.2002.

Rs. 15,00,000.00 Cheque UTI Bank No.384992 dt. 26.3.2002

Rs. 1,73,00,000.00 Total paid against the Sr. No. 10 & 11

[Notarised photo copy of Bank statement of UTI Bank and HDFC Bank is submitted by Applicant to Pune Stock Exchange Ltd.]

Sr.12 : Purchase payment of sr 12 is adjusted by Applicant while selling The securities of Rs.3,94,27,739.73 through Respondent . Details are as follows

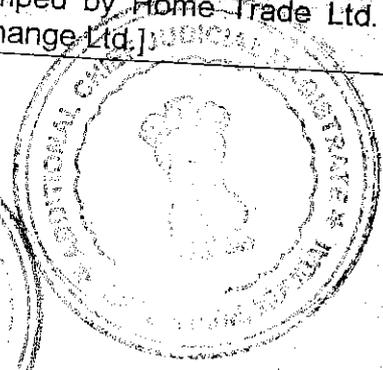
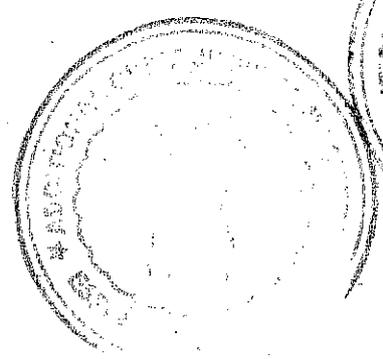
Security Name : 13.50%.MJP 2010

Bill NO. : 3030 dt. 11.3.2002

Face Value : 3,50,00,000.00

Cont.Amount : 3,94,27,739.73

[Photo copy of sold securities delivery chalan dt. 11.3.2002 of Applicant, duly signed and stamped by Home Trade Ltd. is submitted by Applicant to Pune Stock Exchange Ltd.]



GS

SH

the accounts Book of Applicant, Respondent account is having credit balance of Rs.66,56,064.43

On following dates hearing of the Arbitration Case took place in the office of the Pune Stock Exchange Ltd., Pune.

1. 14th September 2002 Intimated to Applicant and Respondent through Public Notice, Times of India, Pune edition.
2. 19th October 2002 Regd.A.D notice for hearing to applicant & Respondent
3. 26th October 2002 Regd.A.D notice for hearing to Applicant and Respondent
4. 9th November 2002 Regd.A.D Notice for hearing to Applicant and Respondent

Respondent was absent for all hearings of the Arbitration case.

[E] After going through the oral argument and all the documents (Bills, contract notes, statement of accounts of Banks etc) submitted by Applicant, I hereby declare an award as follows :

AWARD

The Respondent will deliver twelve (12) securities mentioned in s.no.1 to 12, para no. (A) to the applicant till 30th January 2003, If Respondent fails to deliver the securities to the Applicant, the Respondent will pay to the Applicant an amount of Rs.16,89,04,938.96 (Rs.17,55,61,003.30 - Rs.66,56,064.63 due to Respondent) together with interest on said amount of the rate of 6% p.a. as from 26th April 2002 till the date of actual payment.

The Respondent will also pay to the Applicant cost of Rs.5000/-

The Respondent is given time till 30th January 2003 to make the payment. If however the Respondent fails to pay by the said date i.e. 30th January 2003, he shall pay interest @ 9% p.a. w.e.f. 1st February 2003 on Rs.16,89,04,938.96 till actual payment.

SHAIENDRA SHAH
SOLE ARBITRATOR



DATE: 20 JAN 2003

ATTESTED BY ME
TRUE COPY

S. K. SHETTY B.A.,LL.M.
ADVOCATE
NOTARY GOVT. OF INDIA
B, "Prakash", Bestant Street,
Santaacruz (W), Mumbai - 400 054



10

order is not written properly.

Exh. 141.

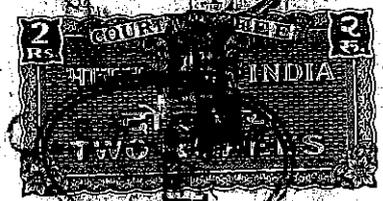
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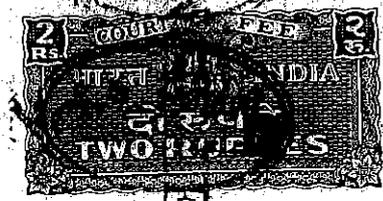
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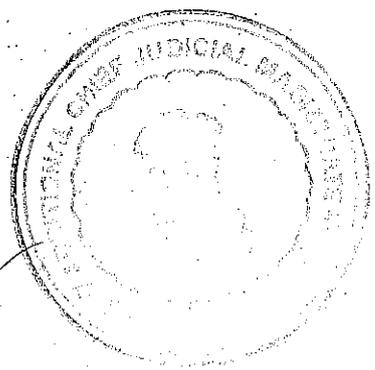
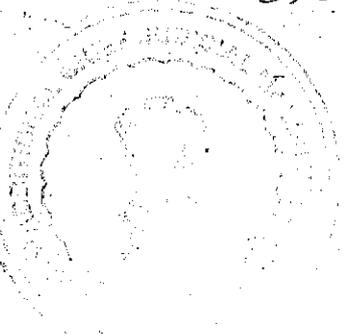
CA



प्रो. जमा ८/-

१००
१०००० - ६२५

~~१००००~~
५१५१०५



Applied on
Granted on 14/11/2025
By
Duly
.....

True Copy
S. Mahajan
Judicial Clerk, 19/11/25

Additional Chief Judicial Magistrate's,
47th Court, Esplanade, Mumbai.

31 MAR 2005

THE COURT OF HON'BLE DISTRICT JUDGE,

M/S. Gilfedde Management services Ltd.

1	2	3	4	5	6	7
No. of Suit Application	Names of parties Plaintiff(s)/Applicant(s). (with serial numbers)	Date of decree/order	Whether any Appeal/Revision preferred from decree/ order? Its decision & date	Payment or adjustment made, if any	Previous execution applications, if any, with dates and result	Amount with interest, if any, upon the decree /order or relief granted thereby, together with particulars of any decree
Arbitration Case No. 273/2002	M/s. Gilfedde Management Services Ltd., 103, Library Apartments, 80-1, Sarojini Road, Vileparle (W) Mumbai 400 036 V/s. 400036	17 Jan. 2003	-	Rupees Paise	E.A.No. - Decided on	Suit for Rs.16,89,04,9 Interest @ 9 from decreed for Rs.

M/s. Home Trade Ltd.,
Tower-4, 5th Floor,
Washi Railway Station Complex,
Navi Mumbai 400 703.

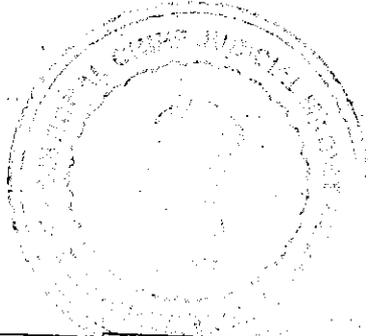
A W A R D

The Respondent will deliver the securities mentioned in S.No. 12, Para No.(A) to the applicant on 30th January 2003, if Respondent fails to deliver the securities to the Applicant. The Respondent will pay to the Applicant an amount of Rs.16,89,04,938.96 with interest on said amount of rate of 6% p.a. as from 26th April 2003 will the date of actual payment.

The Respondent will also pay to the Applicant cost of Rs.5,000/-.

The Respondent is given time till 30th Jan. 2003 to make the payment. If however the Respondent fails to pay the said date i.e. 30th Jan.2003, he shall pay interest @ 9% p.a. w.e.f. 1st Feb 2003 on Rs.16,89,04,938.96 till actual payment.

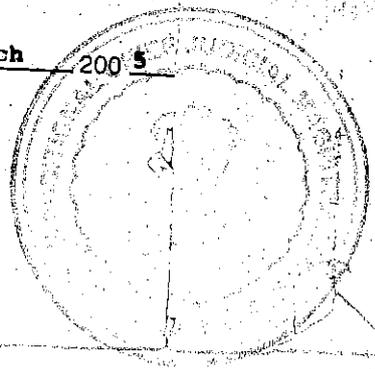
(Rs 17,35,61,003 - Rs 66,56,064.63 due to Respondent)

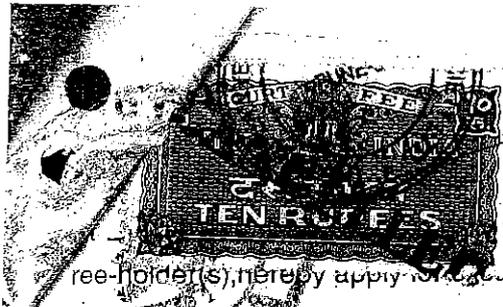


I/We, the applicant(s) M/s. Gilfedde Management Services Ltd.,

Signed at Pune on the 29th day March 2005

P.L.C.C.S. Ltd., Pune-411 005.





E.N. 470105

31/3/05

Execution Application No. of 200

Decree holder(s), hereby apply for execution of the decree/order hereinbelow set forth :

Amount of cost, if any, awarded	9 Name(s) of the persons against whom execution of the decree/order is sought	10 Mode in which the assistance of the Court is required
<p>Rupees Paise</p> <p>Principal amount under the decree } 16,89,04,938. Interest @ 6% p.a. from the date of suit till the date of decree on Rs. } 7600722.3 26.04.02 to 30.01.03 Interest @ 9% p.a. from the date of the decree till this day on the outstanding amount } 30402589 01.02.03 till 28.02.05 Costs awarded } 5000 Charges for certified copies } Costs of previous E.A. } Costs of present E.A. other items</p>	<p>M/s. Home Trade Ltd. having office at Tower 4, 5th Floor, Washi Rly. Station Complex, Navi Mumbai 400703</p>	<p>it is prayed by decree holder(S) that -</p> <p>1) The Judgement debtor be directed to deliver the Security mentioned in annexure A to the decree holder.</p> <p>2) In the alternative if the judgement debtor fails to do the same, the Judgement debtor may kindly to pay the amount of Rs. 206913550.26 to Decree holder.</p> <p>3) In the alternative if the Judgement Debtor fails to do the above said, then the deposit of Judgement debtor in Pune Stock Exchange be attached and sold for the satisfaction of decree. The other movable property of the Judgement Debtor be attached and sold in execution of the decree;</p>
<p>Sub Total 206913550.26</p> <p>less</p> <p>(i) Amount recovered so far -</p> <p>(ii) Court fee refund -</p>	<p><i>[Signature]</i></p>	<p><i>[Signature]</i></p>
<p>Add. advocate's fees -</p>	<p>Advocate for decreeholder(s)</p>	<p><i>[Signature]</i></p>
<p>Total amount due 206913550.26</p>	<p><i>[Signature]</i></p>	<p><i>[Signature]</i> Decree holder(s)</p>

I declare that what is stated herein is true to the best of my/our knowledge and belief.

डॉ. राजेंद्र करणार
रजु भासाणार
अडवैतय

[Signature]
P. M. Shah
[Signature]
P. M. Shah
Decree holder(s)

[Signature]
सत्यवत
मिर्चु न्यायालय, पुणे
22 JUL 2005

IN THE COURT OF THE ADDITIONAL CHIEF METROPOLITAN
MAGISTRATE, 19TH COURT, ESPLANADE BOMBAY.

CC : 480/ PW /2023

Ex - D - 156

The State of Maharashtra

Complaints

Vs.

Sanjay H. Agrwal and others

Accused

WRITTEN SUBMISSION ON BEHALF OF ACCUSED NO. 3
MR. SUBODH BHANDARI UNDER PROVISION OF
SECTION 351 (5) OF BNSS.

Subodh Bhandari

The prosecution has in all examined 12 witnesses.

PW no.1 - Mr. Triveni Singh, Legal Officer of Bajaj Capital Limited
(Complainant Company).

PW no. 2 - Mr. Vivek Gautam, Director of Bajaj Capital Limited.

PW no. 3 - Mr. Raman Bava, Company Secretary.

PW no. 4 - Mr. R S Ahuja, Senior Manager Canara Bank, New Delhi.

PW no. 5 - Miss. Shikha Bhagnagar, Executive Vice President of Bajaj Capital.

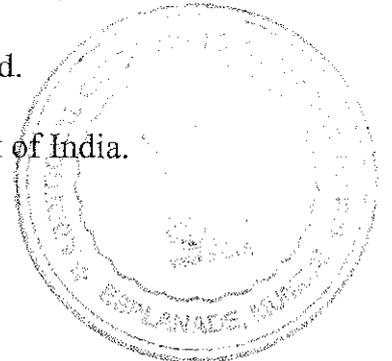
PW no. 6 - ASI Mr. Omkar Singh.

PW no. 7 - Mr. Jaykumar Mehta, employee of Home Trade Limited.

PW no. 8 - Mr. Ketan Manshkaria, employee of Home Trade Limited.

PW no. 9 - Mr. Sanjay Choksi, Employee of Home Trade Limited.

PW no. 10 - P. M Godbole Clerk of Industrial Development Bank of India.



PW no. 11 - Mr. Saurabh Deb, Asst General Manager PDO Mumbai.

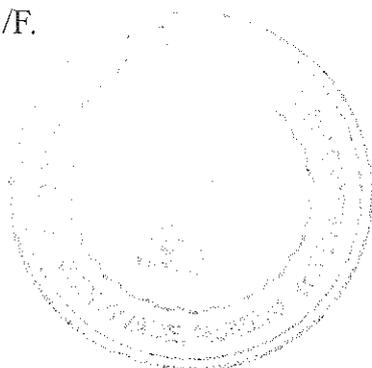
PW no.12 - Sarvesh Kumar, IO.

Based on aforesaid deposition of witnesses named above following dissociations would be required in order to arrive at a proper conclusion in determining the outcome of the case.

• **AGREED FACT (UNDISPUTED FACTS)**

PW no. 1 : Triveni Singh, legal officer of Bajaj Capital Limited (Complainant Company).

This witness was the senior executive in the legal cell of the Complainant company. The Complainant Company had approved Home Trade Limited on behalf of complaint's clients to purchase bond and Government securities. Home Trade Limited had written confirmation letter and Contract Note. Home Trade Limited had also sent bill to the Complainant Company an amount of Rs., 1,42,65,096/- which include principal amount, premium and interest. The said payment was made through cheques by the Complainant Company to the Accused Company. The money was deposited in their different bank account of the accused co. namely Citi bank, Nehru Place, and UTI Bank Barakhamba Branch. Information was received by Complainant Company regarding the accused company being involved in various case of cheating and fraud by reading news in various newspapers. Based on aforesaid transaction complaint had registered an FIR on 29.04.2002. The authorization to file complaint was given by PW No..3 Mr. Raman Bawa being Company Secretary of the said Company. There is confirmation from Canara Bank, New Delhi to the Complainant Company regarding confirmation of encashment of cheque which Ex PW 1/E. There is also confirmation 01.05.2002 issued by Canara Bank, New Delhi being encashment cheque is exhibit PW 1/F.



PW no. 2 : Mr. Vivek Gautam, Director of Bajaj Capital Limited.

This witness was Director of the company and remained in the company as Director till August 2005. This witness states that despite money being paid to the accused company the bonds were never delivered as agreed by the accused company.

PW no. 3 – Mr. Raman Bawa, Company Secretary.

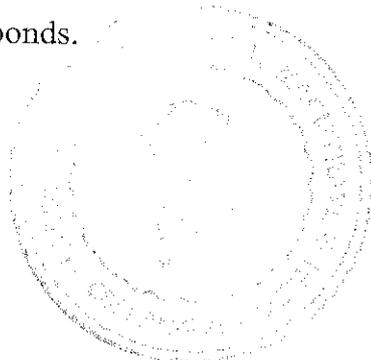
This witness being Company Secretary of the complaint company. There is extract of minutes Board meeting and exhibit PW-1/C which authorizes PW no.1 Mr. Triveni Singh to file the FIR against the Accused.

PW 4 Mr. R S Ahuja, Senior Manager of Canara bank, New Delhi.

This witness being Senior Bank Manager of Canara Bank identifies exhibit PW-4/C1, PW-4/D1 to D2. These all three cheques which are in the name of accused company.

PW 5 - Miss. Shikha Bhagnagar, Executive Vice President of Bajaj Capital.

This witness does not remember the facts that Mr. Arvind Rai had come to the office of the complainant company as executive manager of Home Trade Limited, accused company. This witness does not remember her company Bajaj capital had three dealing with the accused company. This witness also confirms that the money was paid by the complainant company to the accused company in lieu of delivery of Government bonds.



PW 6 – ASI Omkar Singh,

This witness was ASI at EOW New Delhi. He had gone to arrest Mr. Sanjay Agrwal, Ketan Seth and Subodh Bhandari from Mumbai. Thus, this witness has arrested aforesaid accused persons but there is no arrest memo on record.

PW 7 Jai Kumar Mehta, employee of Home Trade Limited.

This Witness being employee of Home Trade Limited has stated that he had joined the company as employee while name of Home Trade Limited was Lloyds Brokerage Limited in 1995. This company was purchase by Sanjay Agrwal in 1998 and name of company was changed as Euro Asian Securities Limited. He further state that in November 1999 the company was further changed name as Home Trade Limited. He narrates that this company deals with many banks and financial institution. He also narrates that after 1998 company started dealing in Government securities. This witness confirms as that employee by name Arvind Rai was working for Home Trade and he use to deal with Bajaj Capital (Complainant Company). This witness also confirms that Arvind Rai use to buy and sell the securities on behalf of Home Trade Limited from one company to another company and margin was taken as profit. This witness also narrates that in January 2022 another employee of Home Trade based in Kolkata by name Mr. Idranil Dey also use to buy and sell securities on behalf of company Home Trade Limited with margin was taken as profit.

This witness also confirms that the Company Home Trade had taken money from banks for securities but had not delivered the securities to them. The company Home Trade Limited had taken money from the Complainant Company Bajaj Capital but could not delivered the securities due to poor financial condition and hence company got closed. This witness was cross examine by the state this witness describe his duties in the company Home Trade Limited which was that

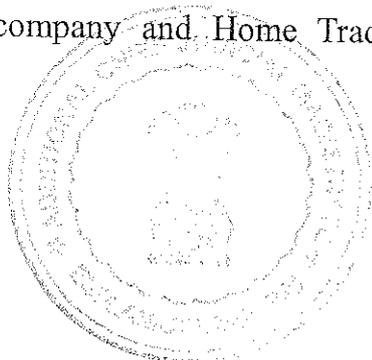


to upload the transaction of the earlier sale on the software of the company relating to National Stock Exchange, to prepare contract and other back office related work. He also narrates that other PW no. 8 Ketan was also doing the same job. This witness confirms that during his tenure the accused company Home Trade Limited has transacted with Bajaj Capital. This witness also confirms Contract date 18.01.2002 between Bajaj Capital and Home Trade Limited exhibit PW-1/H and exhibit PW-1/I bears signature of Subodh Bhandari at point A and signature of Arvind Rai at point B. This witness further confirms the contract note at Exhibit PW- 1/J to 1/M between Bajaj Capital and Home Trade Limited bears signature of Mr. Subodh Bhandari and Kanan Mewawala at point A and B respectively. This witness in his cross examinations confirms that all transaction were done in the name of the company. It also confirms that the transaction between Bajaj capital and Home Trade Limited were around 6 to 7 in number during his tenure.

Except the last transaction all other securities were either delivered or settled with Bajaj Capital. He also states that Home Trade Limited was member of Mumbai Stock Exchange, National Stock Exchange and Pune Stock Exchange. This witness was confirmed Exhibit. PW1/H is Bill of Pune Stock Exchange and Exhibit PW-1/I is contract note of Pune Stock Exchange. This transaction principal to principal basis. This witness also confirms that the amount used to comes directly to the Home Trade Limited account.

PW no. 8 Ketan Mashkaria, Employee of Home Trade Limited.

This Witness who as an employee of Home Trade Limited accused company. categorially states that he has no knowledge about dealing with Bajaj Capital, complainant company and Home Trade Limited accused company due to



passages of time. however, in cross examination he has confirms that delivery of securities was made to Bajaj capital vide exhibit Pw 8 /D1.

PW – 9 Mr. Sanjay Choksi Employee of Home Trade Limited.

This Witness was also an employee of Home Trade Limited. There is categorically asserted by him that he does not know if his company Home Trade Limited had any dealing with Bajaj complainant Company.

PW - 10 P. M. Godbole Clerk of Industrial Development Bank.

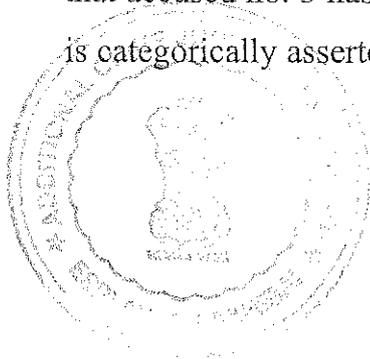
This witness was working as clerk with IDBI Bank in the year 1977. In year 2002 proposed general manager of IDBI. This witness also has made categorically asserted that he has no personal knowledge about the subject matter of this FIR.

PW 11 - Mr. Saurabh Deb, Asst General Manager Public Debt Office Mumbai.

This witness has no knowledge of transaction in question.

PW: 12 - Sarvesh Kumar, IO.

This witness was posted as PSI from 2001 to 2003 with Cannaught Place Police station. This witness has stated that upon receipt of the report from the complainant company regarding non delivery of government securities of around 1,42,00,000/- has registered an FIR at Ex 35. According to this witness since the money was deposited in Home Trade account by the complaint company toward issuing of Government securities which was not delivered and hence this was case of misappropriated in amount. This witness has also asserted exhibit PW1/B that accused no. 3 has not received any amount from informant company. There is categorically asserted that complaint (Report) at P1/B is against the Company



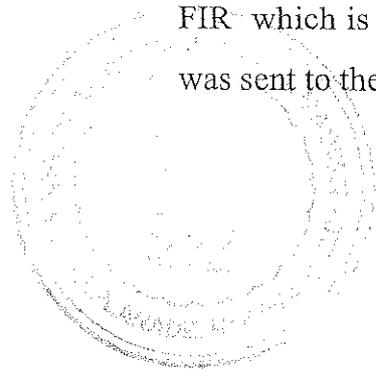
Home Trade Limited and its associates. This witness has also confirmed that 1st information report is neither signed nor there is any thumb impression of the Complainant. He also categorically states exhibit 45 to 56 accused no. 3 is not shown as beneficiary.

- **ISSUE IN FACT (DISPUTED FACTS)**

PW 1. Mr. Triveni Singh, legal officer of Bajaj Capital Limited (Complainant Company).

In his examination chief has stated that interested amount was assurance of the accused co. they will deliver the bonds and Government securities within the time frame of 2 to 3 weeks. He also adds that the discharge of this contract by the accused company can only be by way of actual delivery the bonds and securities to our co. now this statement is not supported by any documents. To show A). Assurance by the company. B). time frame of 2 to 3 weeks to delivery securities and bonds. In deposition in cross examination this witness has accepted that part of the deliveries of the Bond and Govt Securities were done by the accused company Hence, the allegation by showing a solitary transaction not been honoured whereas the track record shown that earlier delivery of securities made by accused company goes to the root of the charge.

This witness in his examination chief states that he can identify the accused person if shown to him and further in his cross examination he states none of the accused persons have personally met him. The subject of dispute from the complaint is transaction between two companies. Without there being any monetary benefit attributed to the accused person in person. There is unsigned FIR which is not exhibited and also there is nothing to show that unsigned FIR was sent to the Court as per section 157 of CRPC Act. This witness also narrates



that the amount was transferred to the Name of the Company and no person had come physically for this purpose to their office. In the deposition of PW 6. He categorially states that there was no arrest memo on record and hence arrest memo was never there in the charge sheet. Hence arrest and detention of the accused persons in the present case without there being any FIR becomes suspicions and same is in contradiction with the features laid down in the case of D K Basu's case. Hence, an unsigned FIR being no evidence to show the FIR sent to the nearest magistrate under 157 of CRPC Act and also no production of arrest Memo terms the entire case as illegal and bad in law. A civil dispute between 2 companies is given colour of criminal case by illegally arresting, detaining,, producing and charging the employees of the company. Hence this is a fit case as the involvement of accused no. 3 with respect to the charge is not proved and the prosecution has not gone beyond reasonable doubt as prosecution has failed to show any direct or indirect involvement of the accused no. 3 in the alleged offence. There is no material to show that accused no. 3 is beneficiary of the defrauded amount by the company.

This is a pure civil transaction in the form of non-performance of contract by one company against other. Attributing vicarious liability without quest of requisite culpability throws the case out of the arena of criminal jurisdiction.

Hence, prosecution itself is illegal and bad in law and hence the accused deserves to be acquitted.

Appointed on 21/11/2025
Dated 21/11/2025
26/11/2025

(SUBODH BHANDARI)

~~Accused no. 2 (3)~~

ACCUSED NO. 3



True Copy
S. M. Sharma
Judicial Clerk, 26/11/25
Additional Chief of Judicial Magistrate's,
27th Court, Eplandade, Mumbai.

IN THE COURT OF LD. ADDL. CHIEF JUDICIAL
MAGISTRATE'S 47TH COURT AT ESPLANADE, MUMBAI

C. C. NO. 480/PW/2023

EX 4-D-155

State of Delhi

(Cannaught Place Police Station)

... Complainant

Versus

Mr. Ketan Kantilal Sheth

... Accused No. 2

**STATEMENT OF ACCUSED NO. 2 U/S. 313 OF THE CODE OF
CRIMINAL PROCEDURE ALONG WITH WRITTEN STATEMENT**

Name: Mr. Ketan Kantilal Sheth

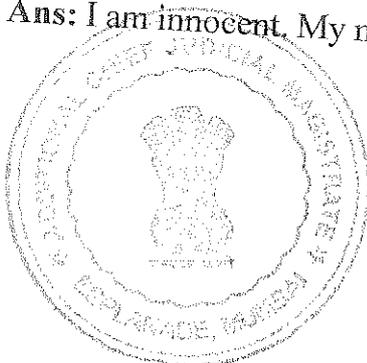
Age: 62 yrs

Occupation: Retired

Residing at: Mumbai

Q1. PW-1 stated that he mentioned your name in the complaint as one of the
Accused who conspired to cheat Bajaj Capital Limited. What do you have to
say?

Ans: I am innocent. My name has been wrongly mentioned on the basis of false



information given to PW No. 1. PW No. 1 while submitting complaint Exhibited as PW 1/B has named me as an Additional Director in the subject clause of the complaint but has not attributed any role to me in his entire complaint. This shows my name has been added, only for the sake it without there being any evidence oral or documentary to connect me to the alleged transactions in question.

Q2. PW-1 stated that he took your name on the basis of information given by persons dealing with Home Trade. What do you have to say?

Ans: PW-1 has relied only on hearsay information and he has himself admitted that he personally did not see any documents to verify whether I was the Additional Director of the company at the relevant time when the alleged transactions of government securities took place.

Q3. PW-7 has stated that you became active as a Director of Home Trade after 1998. What do you have to say?

Ans: I deny this. Perusal of Forms 29 and 32 produced by the prosecution itself and which have been later marked as Exhibits No. 68 and 69 in the Court Record will show that I was the Director only from the period 19th January 2000 to

15th May 2001 and the same has been admitted PW No.7.



Q4. PW-7 stated that even after resignation you continued to come to Home Trade office and look after company affairs. What do you have to say?

Ans: This is incorrect. I was only an Additional Director of Home Trade Limited for a short time and being an Additional Director I was not required to and thus was not looking after day-to-day affairs of the Company.

After my resignation I might have visited the office of Home Trade only for follow up of my pending dues of Rs. 16,00,00,000/- approximately. I had dispute with Home Trade Limited as they had not paid my dues of 16,00,00,000/- approximately and I am myself a victim of this entire scam. The dispute was pending with the Arbitrator during the said time and the entire dispute has been explained by the Arbitrator while passing the Award in my favour. Annexed hereto as Annexure -1 is the certified copy of the said Arbitration Award dated 17.01.2003 passed by the Arbitrator, Pune Stock Exchange. The same be marked as EXHIBIT as it's the certified copy of a judicial order.

Q5. PW-7 stated that you used to instruct the Sales/Debt Department regarding day-to-day work. What do you have to say?



Ans: This is False. I never issued instructions after my resignation and had no role in day-to-day work. PW No. 7 has himself admitted in his Chief in question answer format that one Mr. Arvind Rai used to give instructions with respect to the transactions with Bajaj Capital.

Q6. PW-8 stated that outstanding client reports were submitted to you. What do you have to say?

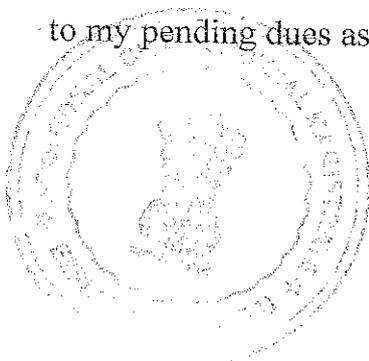
Ans: Incorrect. I neither asked for nor received any outstanding reports.

Q7. PW-8 stated that you were an authorized signatory of Home Trade Ltd. What do you have to say?

Ans: This is incorrect. I was not an authorized signatory during the relevant time period of the alleged transactions. Infact I was not even an additional director neither was associated with Home Trade Ltd.in any way.

Q8. PW-8 stated that after resignation you used to come to the office and look after work as usual. What do you have to say?

Ans: It is not true. After resignation, I never looked after any company affairs and may have visited the company only with a view to follow up with respect to my pending dues as explained above.



Q9. PW-8 stated that you looked after government securities also. What do you have to say?

Ans: It is not true. I never handled any affairs with respect to government securities of Home Trade Ltd.

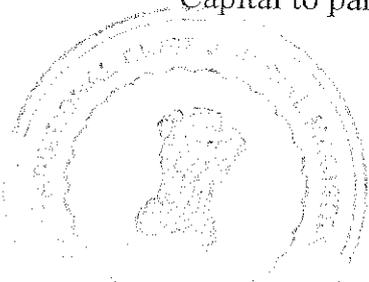
Q10. PW-8 stated that he took your name only "in general" and without recalling any specific instance. Do you want to say anything?

Ans: This shows that the witness could not attribute any role to me and has only taken my name on hearsay talks.

Q11. Prosecution alleges that the Accused persons failed to deliver Government securities worth Rs. 1.42 crores to Bajaj Capital. What do you have to say?

Ans: I completely deny because I had no role in the transaction or delivery process. I am myself a victim of Home Trade Ltd., and they owe me 16,00,00,000/- approximately and the Arbitration Award to that effect is already passed in my favour.

Q12. Prosecution alleges that you were part of a conspiracy to induce Bajaj Capital to part with Rs. 1.30 crores. What do you have to say?



Ans: I deny entirely. I had no knowledge of the transaction and never interacted with Bajaj Capital.

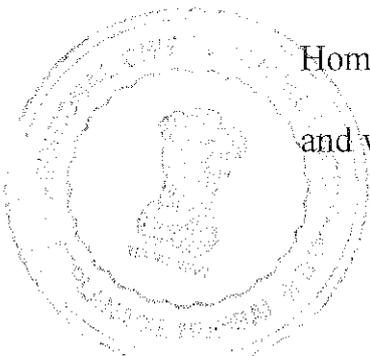
Q13. Do you want to lead any defence evidence or produce witnesses?

Ans: No

Q14. Do you want to file a written statement?

Ans: Yes.

1. The present chargesheet was submitted in the court of Additional Chief Metropolitan Magistrate II, Patiyala House Court, New Delhi by Cannought Place, Crime Branch Police Station, New Delhi. During the pendency of the chargesheet in Delhi Court, learned Magistrate had framed charge against all the Accused and had proceeded with recording of evidence. The learned Magistrate had in all examined 9 witnesses and thereafter the case has been transferred to the present court under the orders of the Hon'ble Supreme Court in Criminal Application No. This Hon'ble Court has recorded the statement of 3 witnesses -PW-10, PW-11, and PW- 12.
2. There are in all four Accused facing trial in the present case. It is the case of the prosecution that the Accused nos. 1, 2, 3 and 4 were Directors of Home Trade Limited. That Home Trade Limited was a registered broker and was entitled to buy and sell the Government securities. It is alleged

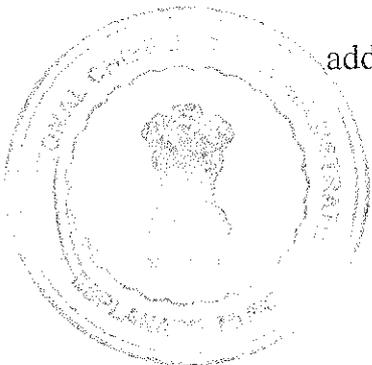


that in the present case, the securities having face value of Rs.1,30,00,000/- had not been delivered to M/s. Bajaj Capitals Limited by the Accused. The consideration value of the securities was about Rs.1,42,00,000/-. It is alleged that the Accused no. 1 to 4 entered into conspiracy to cheat M/s. Bajaj Finance Company Limited and in pursuance of the said conspiracy they had induced M/s. Bajaj Capital to part with the amount of Rs.1,30,00,000/-. It is also alleged that the Accused in pursuance of their conspiracy had committed criminal breach of trust in respect of the said amount.

3. The prosecution has examined 12 witnesses in support of its case.
4. P.W. No. 1 Mr. Triveni Singh was working as the Senior Executive in Bajaj Capitals Limited. It is stated by him that his company has approached Home Trade on behalf of the clients of Bajaj Capital to procure Government securities of the face value of Rs.1,30,00,000/-. The said amount was credited to the account of Home Trade Limited. It is stated by this witness that the Government securities were to be delivered to Bajaj Capitals within 2 to 3 weeks of payment. It is also stated by this witness that though the amount was paid as per three contract notes and the cheques issued by the Bajaj Capitals, securities were never received by the Bajaj Capitals and therefore, complainant vide Exhibit PW1/C was lodged with the police.



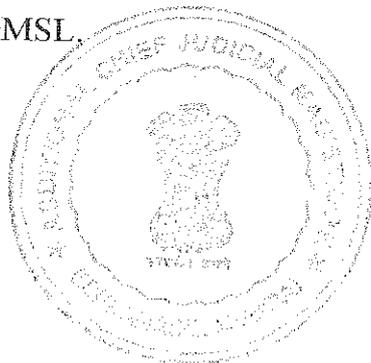
5. As far as my role ie Accused no. 2 Ketan Seth is concerned, this witness in his cross examination has admitted that my name ie. Accused no. 2 was mentioned in above Exhibit PW1/B on the basis of the information given by the other persons to him. He had not seen any document to verify or establish that I was the Additional Director of the company during the course of the transaction in question. He has also given names of the persons who had given him information about my alleged . It may be noted here that I had resigned from Home Trade Ltd on 15/05/2001. I was Additional Director of the said company from 19/4/2000 to 15/05/2001. The transactions in question with Bajaj Capitals had taken place on 18th January, 2002, on 8th February, 2002 and on 21st February, 2002. Even as per the FIR bearing no. 280/2002, the period of occurrence of offence is between 18.01.2002 to 21.02.2002 ie much after I had already resigned. As such it is abundantly clear that I was not a Director of Home Trade Ltd. at the relevant time. Form 29 and 32 filed with Registrar of Companies depicting that I was only and Additional Director appointed on 19th January 2000 and resigned on 15th May 2001. The said forms have already been Exhibited in the evidence of PW-12 as **Exhibit 68** and **Exhibit 69** at page _____ and _____ of the Chargesheet respectively. This witness has clearly stated that he has added the my name on the basis of the hearsay material.



6. PW No. 7 in his evidence at one stage has stated that I had become active as Director after the year 1998. The witness however, has further stated that the employee of the HTL Mr. Arvind Rai was the one who dealing with the Bajaj Capitals in respect of the transactions in question. It is also stated by this witness that Mr. Arvind Rai was regularly dealing with the Bajaj on behalf of Home Trade Limited and giving him all instructions. This witness has named me again and has stated that I was also asking for the report recording the outstanding of the clients. However, he has admitted that I had resigned as Director from Home Trade Limited the in the year 2001. It is stated by him that I used to visit the office of Home Trade Limited even after resignation.

7. It may be noted here that there was dispute between my company viz., Giltedge Management Services Ltd (GMSL) and Home Trade Limited as Home Trade Limited had not paid the amount of Rs.16,89,04,938.86 to me.

It may also be noted that the dispute was referred to the Sole arbitrator, and at the end of arbitration proceedings, sole arbitrator came to a conclusion that indeed Home Trade Ltd owes Rs.16,89,04,938.86 to my Company- GMSL.



Thus an Award was passed wherein Home Trade Limited was directed to pay the said amount to me. Annexed hereto as Annexure -1 is the certified copy of the said Arbitration Award dated 17.01.2003 passed by the Arbitrator, Pune Stock Exchange. It is in this background that I was required to visit the office of Home Trade Limited.

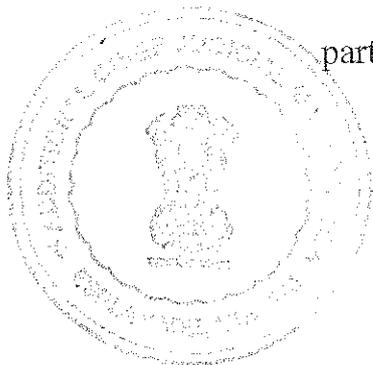
8. In fact, I had nothing to do with the dealings in question with Bajaj. It has been stated by the witness at many places that Mr. Arvind Rai was working on behalf of HTL as far as deal with the Bajaj Capitals is concerned. It has also come in the evidence of PW 7 that the co-accused was looking after the day-to-day functions of the WDM department of HTL and other allied companies and he was authorized to sign the contract notes and other documents relating to the Government securities. In his further evidence PW 7 has stated that Mr. Arvind Rai used to give instructions with regard to the transactions with Bajaj Capitals.
9. PW No. 8 Mr. Ketan Mashkaria has stated in his evidence that Accused nos. 1 to 4 were the authorized signatories of HTL and other group of companies. However, this witness has not stated the period for which I was authorized signatory of HTL nor has he produced any documentary evidence. There is no evidence to that effect produced from the bank either.



10. As far as PW 9 is concerned, he has clearly stated that Accused no. 1 Nandkishore Trivedi, Accused no.2 Subodh Bhandari and Accused no. 3 Sanjay Agarwal were the authorized signatories of HTL. As far as I am concerned, this witness has stated that probably Ketan Seth was also the authorized signatory. As such this witness was not sure about my alleged role.

11. From the evidence of the prosecution witnesses discussed hereinabove and perusal of Exhibit- 68 and 69, it is abundantly clear that I was not a director of HTL during the period when the Bajaj had entered into contract with the HTL. I used to visit the office of HTL in connection with the outstanding dues.

12. There is no sufficient material to connect me with HTL after my resignation. It may be noted here that even during the period when I was Director of Home Trade Ltd, I being an additional director of Home Trade Limited, was not taking part in the day-to-day affairs of the company leave alone matters pertaining to the Government securities. A person cannot be vicariously held liable for the acts of the company after he has already resigned, unless there is sufficient material to show that he was actively concerned with the transactions in question or was taking part in the day-to-day affairs of the company.



13. In the present case, the witnesses have stated my name in a general way without specifically attributing any role played by me with regard to the transactions with Bajaj or in any other transactions. As such it is submitted that there is no material to connect me with the alleged transactions of Rs.1,42,00,000/- with Bajaj.

14. It is submitted that the evidence of prosecution witnesses do not in any manner disclose as to how I was a part of alleged conspiracy.

15. In any event, I have nothing to do with the alleged transactions. I was neither a part of the alleged conspiracy nor have I done anything in pursuance of the alleged conspiracy and thus I should be acquitted.

Dated - 20.11.25
Mumbai

Accused No. 2

both
Mr. Ketan Kantilal Sheth

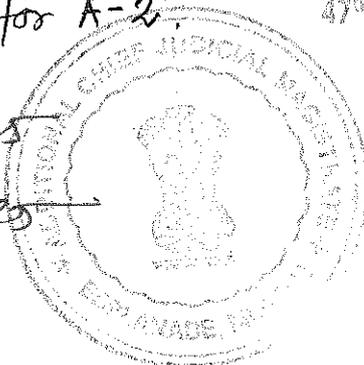
Identified by Me.

Poonam
Poonam Ankleshwarra
Advocate for A-2.

True Copy

S. N. N. N.
Judicial Clerk, 26/11/25
Additional Chief Judicial Magistrate's,
47th Court, Esplanade, Mumbai.

Applied on
Granted on 21/11/2025
Ready on
Delivery on 26/11/2025



59 Form: FA (E)

FIRST INFORMATION REPORT

पहला रिपोर्ट
(Under Section 154 Cr.P.C.)
पुलिस स्टेशन (पुलिस स्टेशन का नाम)

No. 0040748

Date: 24/8/2002 P.S. गणेशपुर Year: 2002 FIR No. 24/8/2002
दिनांक: 24/8/2002 प.स. गणेशपुर वर्ष: 2002 फ.र.नं.: 24/8/2002

(i) Act: ध.स. वि. Sections: 806, 820, 388
अपराध: ध.स. वि. अनुच्छेद: 806, 820, 388

(ii) Act: Sections:
अपराध: अनुच्छेद:

(iii) Act: Sections:
अपराध: अनुच्छेद:

(iv) Other Acts & Sections:
अन्य अपराध व अनुच्छेद:

(a) Occurrence of Offence: *Day: 24/8/2002 *Date from: 24/8/2002 *Date to: 24/8/2002
अपराध का दिन: 24/8/2002 *दिनांक से: 24/8/2002 *दिनांक तक: 24/8/2002

*Time Period: *Time From: 11:00 AM *Time To: 12:00 PM
समय अवधि: *समय से: 11:00 AM *समय तक: 12:00 PM

(b) Information received at P.S. Date: 24/8/2002 *Time: 9:00
पुलिस स्टेशन पर प्राप्त सूचना का दिनांक: 24/8/2002 *समय: 9:00

(c) General Diary Reference Entry No(s): 27 *Time: 11:44 AM
सामान्य डायरी संदर्भ प्रविष्टि नं.: 27 *समय: 11:44 AM

Type of Information: फसवणूक व ठगपट्टी Nature/Qual: ठगपट्टी
सूचना का प्रकार: फसवणूक व ठगपट्टी प्रकृत/गुण: ठगपट्टी

Place of Occurrence: (a) *Direction and Distance from P.S.: 2 1/2 km. Beat No: 1/1/1/1
अपराध का स्थान: (a) *दिशा और दूरी प.स. से: 2 1/2 km. बीट नं.: 1/1/1/1

(b) *Address: पता: जि. लक्ष्मी नगर, सहायक पोस्ट ऑफिस, गणेशपुर, गणेशपुर, गणेशपुर
पता: जि. लक्ष्मी नगर, सहायक पोस्ट ऑफिस, गणेशपुर, गणेशपुर, गणेशपुर

(c) In case outside limit of this Police Station, then the Name of P.S.: District:
यदि अपराध इस पुलिस स्टेशन की सीमा के बाहर है, तो प.स. का नाम: जिला:

6. Complainant / Informant: (a) Name: सुमित केसर
अपराधी / सूचक: (a) नाम: सुमित केसर

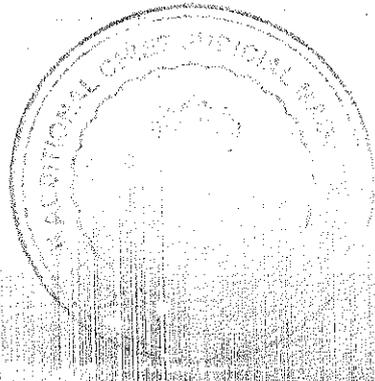
(b) Father's / Husband's Name: राजपाल केसर
(b) पिता/पति का नाम: राजपाल केसर

(c) Date / Year of Birth: 89 वर्ष (d) Nationality: भारतीय
(c) जन्म तिथि/वर्ष: 89 वर्ष (d) राष्ट्रियता: भारतीय

(d) Passport No.: Date of issue: Place of issue:
(d) पैसेपोर्ट नं.: जारी करने की तिथि: जारी करने का स्थान:

(e) Occupation: बिक्रेता/किराया
(e) व्यवसाय: बिक्रेता/किराया

(f) *Address: पता: जि. लक्ष्मी नगर, सहायक पोस्ट ऑफिस, गणेशपुर, गणेशपुर, गणेशपुर
(f) *पता: जि. लक्ष्मी नगर, सहायक पोस्ट ऑफिस, गणेशपुर, गणेशपुर, गणेशपुर



1109
647
753

Name of known/suspected/unknown accused with full particulars

(Attach separate sheet if necessary)

No. 0340748

(1) श्रीमंत देव विठ्ठल टाकर-वार वाकरी रेलवे स्टेशन कोम्प्लेक्स नवंबर 1974
काठिण्डे रीयाळड 98, लोवेदी (2) म. र. कमठी मनीरवा प्राणिकी राणपुरी
3-B प्रतेशिवा रडीर कोळडना (3) म. सेकु डि.क.म. प्राणिकी 99
वामन कोळडना (4) म. वि.डी. 2 मनेपाने संकेतक सा. 18 80Y डातोष
 Physical features, deformities and other details of the suspect:
 (संकेत, परिचय देण, वन आणि इतर तपसित : डातुवक गुळवक रेकाडा डामडाकाद गुणरत

संकेत	वय/वर्ष	बांध	उंची (सि.मी.मध्ये)	दृष्टी	दिग्दर्शन
1	2	3	4	5	6

आकार/विचित्रता	*Teeth दात	*Hair केस	*Eye डोळे	*Habits सवण	*Dress Habits वस्त्राचा स्वरूप
7	8	9	10	11	12

*Languages/Dialect भाषा/बोली भाषा	PLACE OF				
	*Burn Mark फजलवाची छूण	*Leucoderma कोड	*Mole तीळ	*Scar चण	*Tattoo मोदण
13	14	15	16	17	18

1. This form 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.
 2. This form will not be prepared when any accused is arrested in respect of petty or the person...
 3. This form will not be prepared when any accused is arrested in respect of petty or the person...



1111
 755

(Handwritten signatures and initials)

