

BOOK -1
EXHIBITS NO.. 1 to 694/4

EXHIBITS NO.	1	EXHIBITS NO.	684
EXHIBITS NO.	2	EXHIBITS NO.	690
EXHIBITS NO.	2/1	EXHIBITS NO.	691
EXHIBITS NO.	2/2	EXHIBITS NO.	693
EXHIBITS NO.	2/3	EXHIBITS NO.	694 / 1 to 4
EXHIBITS NO.	2/4		
EXHIBITS NO.	2/5		
EXHIBITS NO.	2/6		
EXHIBITS NO.	3		
EXHIBITS NO.	14		
EXHIBITS NO.	102		
EXHIBITS NO.	105		
EXHIBITS NO.	112		
EXHIBITS NO.	131		
EXHIBITS NO.	132		
EXHIBITS NO.	139		
EXHIBITS NO.	164		
EXHIBITS NO.	407		
EXHIBITS NO.	529		
EXHIBITS NO.	606		
EXHIBITS NO.	614		
EXHIBITS NO.	641		
EXHIBITS NO.	642		
EXHIBITS NO.	643		
EXHIBITS NO.	644		
EXHIBITS NO.	645		
EXHIBITS NO.	646		
EXHIBITS NO.	647		
EXHIBITS NO.	653		
EXHIBITS NO.	676		
EXHIBITS NO.	677		
EXHIBITS NO.	678		
EXHIBITS NO.	683		

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ORDER
Accused nos. 7 and 8 are in jail. Issue
production warrant to them.

State
of th

I/c CJM Osmanabad
16-1-2003

6-1-03

Date

Accused no. 10 is absent.
Issue NBIW against him
and it be sent to Commissioner
to police, Nagpur by post for
execution.

8/11/13
CJM.

Accused no. 10 is
absent. His exemption application
filed through his C.M. is rejected
today. Hence issue NBIW against
accused no. 10 and it be
sent to Commissioner to police,
Nagpur by post for execution.

2-1-14
CJM.

In view of Epl. 635 Death certificate
of accused no. 2 from Jeevansu Ashram
and Epl. 636 NBIW report of Epl. 637 Death
certificate of accused no. 6 - Dehruvapur Ashram
are reported dead. Hence case stands closed
against accused no. 2 & 6.

Issue summons to
all the accused
1/10/24
28/12/24

28-10-11.

आरोपी अ ३

०/५६

1/2 2

From : S B.

११. आरोपपत्र देयलेल्या आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्रपणे फागद वापरावा) :

१. नाव : भूपालसिंह उर्फ पवन राजेनियाळकर पदनाळले किंवा काय : होय

२. वित्ताचे /पतीचे नाव : संताजीराव राजेनियाळकर

३. जन्मतारीख/वर्ष : ५० वर्ष

४. लिंग : पुरुष

५. राष्ट्रीयत्व : भारतीय

६. पारपत्र क्रमांक :

दिल्याची तारीख :

दिल्याचे ठिकाण :

७. धर्म : हिंदू

अनसुचित जाती/जमातीचा आहे का :

नाही

८. व्यवसाय : शेती

९. पत्त्या : रा. गोवर्धनवाडी ता.जि.उस्मानाबाद. पदनाळले किंवा काय : होय

१०. तात्पुरता मुद्देगार क्रमांक :

११. नियमित मुद्देगार क्रमांक : (माहित असल्यास)

१२. अटकची तारीख : ११/०८/२००२

१३. गामिनवर सोडल्याची तारीख :

१४. न्यायालयाकडे पाठविल्याची तारीख : १४/०८/२००२

१५. कोणत्या अधिनियमाखाली व कलमाखाली : २१८, ४०६, ४०९, ४२०, ४६८, ४७१, १२०(ब) भा.द.वि.

१६. गामिनदाराचे नाव व पत्ते :

१७. प्रकरणाच्या संदर्भासह पूर्वीची अपराधसिद्धी :

१८. पुढे पाठविले/पोलीसानी गामिनवर सोडले/पोलीस कोठडीत /न्यायालयाने गामिनवर सोडले/न्यायालयीन कोठडी /

फरारी/उद्घोषित आरोपी

Today it is brought to my notice
that after ex. no. 921, next ex.
no. is given as 822 instead
of 922 and further exhibit nos. are
also wrongly mentioned. Hence
clerk of the court is directed to
correct roznama and also give correct
~~exhibit nos.~~ on the documents.
Parties to take note of it. True
in view of order passed by Hon'ble. Supreme Court of India 4/8/2025.
In Transfer petition (Cri.) No. 367/2024
dated 22/4/2024, the present criminal
proceeding is stayed. Hence this note.

True
18/6/2024.

आरोपी नं २

मि.मि

C-8

C-13 373
28.10.11. From: S.B.
C-8 373
18-11-11

आरोपपत्र टेबलेल्या आरोपीच्या तपशील (प्रत्येक आरोपीसाठी स्वतंत्रपणे कागद वापरायचा) :

१. नाव : अरुण देशपांडे.

पडताळले किंवा काय : होय

२. पित्याचे /पतीचे नाव : जिवनराव देशपांडे.

३. जन्मतारीख/वर्ष : ५९ वर्ष

४. लिंग : पुरुष

५. राष्ट्रीयत्व : भारतीय

६. पारपत्र क्रमांक :

दिल्याची तारीख:

दिल्याचे ठिकाण :

७. धर्म : हिंदू.

अनसुचित जातीचा/जमातीचा आहे का :

नाही

८. व्यवसाय : सेवानिवृत्त

९. पत्ता : एल.आय.सी.घोसली रिंग रोड,
होटेस शेजारी लातूर.

पडताळला किंवा काय : होय

१०. लातूरला गुन्हेगार क्रमांक : २०८/२००२

११. नियमित गुन्हेगार क्रमांक : (माहित असल्यास)

१२. अटकचेची तारीख : २७/०५/२००२

१३. जामिनवर सोडल्याची तारीख :

१४. न्यायालयाकडे पाठविल्याची तारीख : २८/०५/२००२

१५. कोणत्या अधिनियमाखाली व कलामखाली : २१८,४०६,४०९,४२०,४६८,४७१,१२०(ब)पा.इ.वि.

१६. जामिनदाराचे नांव व पत्ती :

१७. प्रकरणाच्या संदर्भासह प्रवीची अंगराधसिद्धी :

१८. पुढे पाठविले/पोलीसानी जामिनवर सोडले/पोलीस कोठडीत /न्यायालयाने जामिनवर सोडले/न्यायालयाने फोंडडी /

करारी/उद्घोषित आरोपी

आरोपी व 3

C-88

(15) 4
(33) 48
(8)

From : 5 B.

प्रोपत्र देणेतल्या आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्रच फागद वापरावा) :

१. नांव : विनायक माळयदे, पडताळले किंवा काय : होय

२. गित्याचे /पतीचे नांव : दिगंबर माळयदे.

३. जन्मतारीख/वर्ष : १२ वर्ष

४. लिंग : पुरुष

५. राष्ट्रीयत्व : भारतीय

६. पारपत्र क्रमांक :

दिल्याची तारीख:

दिल्याचे ठिकाण :

७. धर्म : हिंदू

अननुयित जातीचा/जमातीचा आहे का :

नाही

८. व्यवसाय : मॉन्टर

९. पत्ता : सरस्वती निवास,
पटेल चौक तेरा गल्ली, तालु.

पडताळला किंवा काय : होय

१०. तालुका गुन्हेगार क्रमांक : २०९/२००२

११. नियमित गुन्हेगार क्रमांक : (माहित असल्यास)

१२. अटकची तारीख : २७/०५/२००२

१३. जामिनवर सोडल्याची तारीख :

१४. न्यायालयापुढे पाठविल्याची तारीख : २८/०५/२००२

१५. कोणत्या अधिनियमाखाली व कलमाखाली : २१८,४०६,४०९,४२०,४६८,४७१,१२०(ब)मा.द.वि.

१६. जामिनदाराचे नांव व पत्ता :

१७. प्रकरणाच्या सदभाषा पूर्वीची अपराधसिद्धी :

१८. गुंडे पाठविले/पोलीसानी जामीनवर सोडले/पोलीस कोठडीत /न्यायालयाने जामीनवर सोडले/न्यायालयीन कोठडी /

करारी/उद्घोषित आरोपी

आरोपी. ज ४

८४५

८४५ ५
८४५ ५
From : S B.

१. रोपप ठेवलेल्या आरोपीचा रापशील (प्रत्येक आरोपीसाठी स्वतंत्रपणे फागद वापरण्य) :

१. नांव : हरिश्चंद्र तांदे.

पडताळले किया काय : छाप

२. पित्याचे /पतीचे नांव : केशिनाथ तांदे.

३. जन्मतारीख/वर्ष : ५१ वर्ष

४. लिंग : पुरुष

५. राष्ट्रीयत्व : भारतीय

६. वापपत्र क्रमांक :

दिल्याची तारीख:

दिल्याचे ठिकाण :

७. धर्म : हिंदू

अनसुचित जातीचा/जमातीच्या आडे का

: नाही

८. व्यवसाय : शेवती

९. पत्ता : झाडू गल्ली,
शुभ, ता. शुभ .

पडताळले किया काय : होय

१०. तबपुरता गुन्हेगार क्रमांक : २०७/२००२

११. नियमित गुन्हेगार क्रमांक : (माहित असल्यास)

१२. अटकेची तारीख : २७/०५/२००२

१३. जामिनवर सोडल्याची तारीख :

१४. न्यायालयाकडे पाठविल्याची तारीख : २८/०५/२००२

१५. फौजदारी अधिनियमाखाली व कलमाखाली : २१८, ४०६, ४०९, ४२०, ४६८, ४७१, १२०(ब) भा. द. वि.

१६. जामिनदाराचे नांव व पत्ते :

१७. प्रकरणाच्या संदर्भासह पूर्वीची अपराधपत्रांची :

१८. पुढे पाठविले/पोलीसांनी जामिनवर सोडले/पोलीस कोठडीत न्यायालयाने जामिनवर सोडले/न्यायालयीन कोठडी /

करारी/उद्घोषित आरोपी

आरोपी या

८१०

६

From: S.B.

२३

११. आरोपपत्र देवलेल्या आरोपीच्या तपशील (प्रत्येक आरोपीसाठी स्वतंत्रपणे कागद वापरण्यात येईल) :

१. नांव : शिवाजी मोरे.

पडताळले किंवा काय : होय

२. पित्याचे /पतीचे नांव : भाऊराव मोरे.

३. जन्मतारीख/वर्ष : ५४ वर्ष

४. लिंग : पुरुष

५. राष्ट्रीयत्व : भारतीय

६. पारपत्र क्रमांक :

दिल्याची तारीख:

दिल्याचे ठिकाण :

७. धर्म : हिंदू

अनसुचित जातीचा/जमातीचा आहे का

: नाही

८. व्यवसाय : नोकरी

९. पत्ता : मु.पो.तलमोड

पडताळला किंवा काय : होय

ता.उमरगा, जि.उस्मानाबाद.

१०. तात्पुरता गुन्हेगार क्रमांक : २१०/२००२

११. नियमित गुन्हेगार क्रमांक : (माहित असल्यास)

१२. अटकेची तारीख : २७/०५/२००२

१३. जामिनवर सोडल्याची तारीख :

१४. न्यायालयाकडे पाठविल्याची तारीख : २८/०५/२००२

१५. कोणत्या अधिनियमाखाली व कलमाखाली : २१८, ४०६, ४०९, ४२०, ४६८, ४७१, १२०(ब) भा.द.वि.

१६. जामिनदाराचे नांव व पत्ते :

१७. प्रकरणाच्या संदर्भासह पूर्वीची अपराधपत्रिणी :

१८. पुढे पाठविले/पोलीसानी जामिनवर सोडले/पोलीस कोठडीत /न्यायालयाने जामिनवर सोडले/न्यायालयीन कोठडी /

करारी/उद्घोषित आरोपी

आरोपी जॉ. ६

मार्ग
C-91
Abag-
7
From : S B.

आरोपपत्र देयतेत्या आरोपीक तपशील (प्रत्येक आरोपीसाठी स्वतंत्रपणे फरगद वापराय) :

१. नांव : पापू घोरात.

पडताळले किंवा काय : होय

२. पित्याचे /पतीचे नांव : किंदूती घोरात.

३. जन्मतारीख/वय : ५८ वर्ष

४. लिंग : पुरुष

५. राष्ट्रीयत्व : भारतीय

६. पारपत्र क्रमांक :

दिल्याची तारीख:

दिल्याचे ठिकाण :

७. धर्म : हिंदू

अनसुधित जातीक/जमातीक आढे का :

नाही

८. व्यवसाय : सेवानिवृत्त

९. पत्ता : मु.पो.पिल्लवडी

पडताळता किंवा काय : होय

ता.उरमानावाड, जि.उस्मानाबाद.

१०. तात्पुरता गुन्हेगार क्रमांक : ३५६/२००२

११. नियमित गुन्हेगार क्रमांक : (माहित असल्यास)

१२. अटकची तारीख : १२/०९/२००२

१३. जाबिनवर सोडल्याची तारीख :

१४. न्यायालयाकडे पाठविल्याची तारीख : १२/०९/२००२

१५. कोणत्या अधिनियमाखाली व कलमाखाली : २१८, ४०६, ४०९, ४२०, ४६८, ४७९, १२०(घ) भा.द.वि.

१६. जाबिमददाचे नांव व पत्ते :

१७. प्रकरणाच्या सदर्भासह पूर्वीची अपराधस्थिती :

१८. पुढे पाठविले/पोलीसानी जाबानवर सोडले/पोलीस कोठडीत /न्यायालयाने जाबानवर सोडले/न्यायालयीन कोठडी /

फरारी/उद्घोषित आरोपी

आरोपी नं ७४

From : 5 B.

पारोपपत्र ठेवलेल्या आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्रपणे कागद वापरावा) :

१. नांव : संजय अग्रवाल.

पडताळले गेलेल्या काय : होय

२. पित्याचे /पतीचे नांव : हरिराम अग्रवाल.

३. जन्मतारीख/वर्ष : ३७ वर्ष

४. लिंग : पुरुष

५. राष्ट्रीयत्व : भारतीय

६. पारपत्र क्रमांक :

दिल्याची तारीख :

दिल्याचे ठिकाण :

७. धर्म : हिंदू

अनुसूचित जातीचा/जमातीचा आहे का :

नाही

८. व्यवसाय :

९. पत्ता : रा.७८८१२२२ स्ट्रीट खेवरपुर

पडताळले गेलेल्या काय : होय

कलकत्ता २३.

७०२ फ्लूएम अपार्टमेंट ७वा

मजला सेक्टर नं. ७० यादी

नवी मुंबई.

१०. सात्वुरता गुन्हेगार क्रमांक : २९९/२००२

११. नियमित गुन्हेगार क्रमांक : (घाबित असल्यास)

१२. अटकची तारीख : १८/०७/२००२

१३. जामिनवर सोडल्याची तारीख :

१४. न्यायालयाकडे पाठविल्याची तारीख : १८/०७/२००२

१५. कोणत्या अधिनियमाखाली व कलगाखाली : २१८.४०६,४०९,४२०,४६८,४७१,१२०(ब)मा.व.वि.

१६. जामिनदाराचे नांव व पत्ते :

१७. प्रकरणाच्या संदर्भातह पूर्वीची अपराधसिद्धी :

१८. पुढे पाठविले/पोलीसानी जामीनवर सोडले/पोलीस कोठडीत /न्यायालयाने जामीनवर सोडले/न्यायालयाने कोठडीत

करारी/उद्घोषित आरोपी

आरोपी ०१.८.१७

From : S B.

१. आरोपपत्र देखलेल्या आरोपीच्या तपशील (प्रत्येक आरोपीसाठी स्वतंत्रपणे बरगद वापरावा) :

१. नाव : सुचोध भंडारी.

पडताळले किंवा काय : होय

२. वित्ताचे /पतीचे नाव : धीरू इपास भंडारी.

३. जन्मतारीख/वर्ष : १७ वर्ष

४. लिंग : पुरुष

५. राष्ट्रीयत्व : भारतीय

६. पारपत्र क्रमांक :

दिल्याची तारीख :

दिल्याचे ठिकाण :

७. धर्म : हिंदू

अनसुचित जातीचा/जमातीचा आहे का : नाही

८. व्यवसाय :

९. पत्ता : ७०३ गोविंद कॉम्प्लेक्स,
सेक्टर नं. १४ वाशी,
नवी मुंबई.

पडताळले किंवा काय : होय

१०. तात्पुरत गुन्हेगार क्रमांक : ३५७/२००२

११. नियमित गुन्हेगार क्रमांक : (माहित असल्यास)

१२. अटकची तारीख : १३/०९/२००२

१३. जामिनवर सोडल्याची तारीख :

१४. न्यायालयाकडे पाठविल्याची तारीख : १३/०९/२००२

१५. फौजदारी अधिनियमाखाली व कलमाखाली : २१८,४०६,४०९,४२०,४६८,४७९,१२०(ब) भा.द.वि.

१६. जामिनदाराचे नाव व पत्ते :

१७. प्रकरणाच्या संबन्धासह पूर्वीची अपराधसिद्धी :

१८. पुढे पाठविले/पोलीसानी जामिनवर सोडले/पोलीस कोठडीत /न्यायालयाने जामिनवर सोडले/न्यायालयीन कोठडी /

करारी/उद्घोषित आरोपी

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From: S B.

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आरोपत्र टेबलेस आरोपीया तपनीत (प्रत्येक आरोपीसाठी स्वतंत्रपणे वापरावा) :

१. नांव : मंदकिशोर त्रिवेदी.

पडताळले किंवा काय : होय

२. पितापै / पतीपै नांव : संकरलाल त्रिवेदी.

३. जन्मतारीख / वर्ष : वर्ष

४. लिंग : पुल्लिंग

५. राष्ट्रीयत्व : भारतीय

६. पारंप्र क्रमांक :

दिल्याची तारीख :

दिल्याचे ठिकाण :

७. वर्ष : २०१०

अनुचित जातीचा / जमातीचा आहे का :

नाही

८. व्यवसाय :

९. पत्ता : पिले पाले ,
मुंबई.

पडताळला किंवा काय : होय

१०. तात्पुरता गुन्हेगार क्रमांक :

११. नियमित गुन्हेगार क्रमांक : (माहित असल्यास)

१२. अटकेची तारीख :

१३. जामिनवर सोडल्याची तारीख :

१४. न्यायालयाकडे पाठविल्याची तारीख :

१५. कोणत्या अधिनियमाखाली व फलपत्रातील : २१८, ४०६, ४०९, ४२०, ४६८, ४७९, १२०(ग) वा. द. वि.

१६. जामिनदाराचे नांव व पत्ते :

१७. प्रकरणाच्या संदर्भासह पूर्वीची अपराधसिद्धी :

१८. पुढे पाठविले / पोलीसांनी जामीनवर सोडले / पोलीस कोठडीत / न्यायालयाने जामीनवर सोडले / न्यायालयीन फौजडी /

✓ करारी / उद्घोषित आरोपी

क्रा.सं. ०१. १० /

From: 5 (3)

५३. आरोपपत्र देवलेल्या आरोपीचा तपशील (प्रत्येक आरोपीसाठी स्वतंत्रपणे वगळून घ्यावा) :

१. नांव : मुनिल येदार.

पडताळले गेलेल्या काय : होय

२. पित्याचे /पतीचे नांव : छत्रपाल उर्फ चाचासाहेब केदार .

३. जन्मतारीख/वर्ष : ५.११.२०

४. लिंग : पुरुष

५. राष्ट्रीयत्व : भारतीय

६. पारपत्र क्रमांक :

दिल्याची तारीख:

दिल्याचे ठिकाण :

७. धर्म : हिंदू

अनसुचित जातीचा/जमातीचा आहे का

: नाही

८. व्यवसाय : माजी चेअरमन नागपुर डि.सी.सी.बँक.

९. पत्न्य : रा. नागपुर

पडताळले गेलेल्या काय : होय

१०. ताल्लुरता गुन्हेगार क्रमांक :

११. नियमित गुन्हेगार क्रमांक : (माहित असल्यास)

१२. अटकची तारीख : १३/०९/२००२

१३. जामिनवर सोडल्याची तारीख :

१४. न्यायालयाकडे पाठविल्याची तारीख : १३/०९/२००२

१५. कोणत्या अधिनियमाखाली व कलमाखाली : २१८, ४०६, ४०९, ४२०, ४६८, ४७९, ६२० (ब) भा.द.वि.

१६. जामिनदाराचे नांव व पत्ते :

१७. प्रकरणाच्या संदर्भासह पूर्वीची अपराधसिक्ती :

१८. पुढे पाठविले/पोलीसानी जामिनवर सोडले/पोलीस कोर्टात /न्यायालयाचे जामिनवर सोडले/न्यायालयीन कोर्टात /

करारी/उद्घोषित आरोपी

१३. पडताळलेल्या साक्षीदारांचे विवरण :

८९६

Form:5-D

अ. क्र.	नाम	वय	व्यवसाय	पत्ता	साक्षर करावयाच्या पुराव्याचा प्रकार
१.	वसंत पंढरीनाथ शिंदे	५८	नोकरी	राजीव गांधी नगर उस्मानाबाद	साक्षीदार
२.	हनुमंत विश्वमर भूसारी	४४	नोकरी	टी.आर.टी क्वार्टर उस्मानाबाद	साक्षीदार
३.	शिवाजी विनाकय मोरे	५८	नोकरी	रा.नळदुर्ग ता.तुळजापूर जि.उ.वाड	साक्षीदार
४.	साहेबराव भाणिकराव पाटील	३८	नोकरी	रा.शिगोली ता.जि.उस्मानाबाद	साक्षीदार
५.	रमेश पांडुरंग अडसूळ	३५	नोकरी	रा.पोस्ट कॉलनी, उस्मानाबाद	साक्षीदार
६.	अर्जुन पांडुरंग घुले	३९	नोकरी	रा.घाशी ता.घाशी जि.उस्मानाबाद	साक्षीदार
७.	वृत्तिवंत चशवंत आमाशेटी	४९	नोकरी	रा.गुगळगाव ता.उमरगा	साक्षीदार
८.	शेख शब्बीर अमजदअली	३८	नोकरी	रा.खोजानगर, उस्मानाबाद	साक्षीदार
९.	जयसिंग नरसिंग गंगणे	५५	नोकरी	रा.तुळजापूर, जि.उस्मानाबाद	साक्षीदार
१०.	नयुमखान अब्दुल पठाण	४०	नोकरी	रा.खोजानगर, उस्मानाबाद	साक्षीदार
११.	निशीकांत जयवंत मुर्षीड	४९	नोकरी	रा.रामनगर, उस्मानाबाद	साक्षीदार
१२.	रविंद्र बाबुराव जाधव	३३	छा. नोकरी	रा.तांबरी विभाग, उस्मानाबाद	साक्षीदार
३.	प्रल्हाद ग्यानबा अडसूळ	४८	छा. नोकरी	रा.जवळगाव ता.घाशी जि.सोलापूर	साक्षीदार
४.	बाबासाहेब सुत्राव गरड	३९	नोकरी	रा.तांबरी विभाग, उस्मानाबाद	साक्षीदार
१५.	चशवंत परसुराम गिरी	३०	नोकरी	रा.इंदिरा नगर, सोलापूर	साक्षीदार
६.	धनशेखर मारुतीराव बेगुले	३०	व्यापार	रा.इंजिनीअरींग कॉलेज उस्मानाबाद	पंच
१७.	दाजी दत्तु करवर	३०	मजुरी	रा.रापूचीवाडी ता.जि.उस्मानाबाद	पंच
१८.	काशीनाथ निवृत्ती गोरे	५८	सेवानिवृत्त	रा.प्रकाशनगर	साक्षीदार
१९.	दत्तात्रय मोहनराव भोसले	३४	छा. नोकरी	रा.हंगळेगल्ली, उस्मानाबाद	पंच
२०.	ब्राह्म. विष्णू. सानवडे	२९	शेती	रा.कांडगाव, ता.जि.उस्मानाबाद	पंच
	अजित घनश्याम मिश्रा	३०	नोकरी	रा. न्युगाव तुकाराम घाळ रेल्वे स्टेशन जवळ घाशी नदी मुंबई.	पंच
	प्राशिवनीकुमार दीधनाथ शुक्ला	२६	नोकरी	रा.सातपाडा विष्णूफाईनघाळ नदी मुंबई	पंच
	बाजी आप्पाराय गाढवे	५२	शेती	रा.भूम ता.भूम जि.उस्मानाबाद.	साक्षीदार

अ. क.	नांव	वय	व्यवसाय	पत्ता	साक्षीदर करवावयाच्या पुराव्याचा प्रकार
२२	असिष्ठ चंदनसिंह सिधीवाल	४९	शेती	रा.खई ता.परंडा, जि.उस्मानाबाद	साक्षीदार
२५	सुभाष पांडुरंग मोरे	४८	शेती	रा.शेळगाव ता.परंडा, जि.उस्मानाबाद	साक्षीदार
२६	राहुल महास्वर मोटे	२६	शेती	रा.गिरवली ता.भूम जि.उ.बाद	साक्षीदार
२७	शिवाजी गणपतराव पाटील	४०	शेती	रा.कडकनाथवाडी , जि.उस्मानाबाद	साक्षीदार
२८	उत्तमराव विठ्ठलराव टेकाळे	३९	शेती	रा.पिंपळगाव (डोळा) ता.कळंब	साक्षीदार
२९	लक्ष्मण मारुती पवार	५३	नीकरी	रा.संत गारोबा ईसींग सोसायटी, लातूर	साक्षीदार
३०	सी.सिधूताई पांडुरंग कोलते	४५	घरकाम	रा.रोहकल, ता.परंडा, जि.उस्मानाबाद	साक्षीदार
३१	कोडिना एलकू आरडे	५४	नीकरी	रा.महाराष्ट्र राज्य सहकारी बँक मुंबई	साक्षीदार
३२	धावासाहेब किसन देशमुख	५०	शेती	रा.पोठनेर, ता.जि.उस्मानाबाद	पंच
३३	अमृतान भगवानराव देशमुख	५२	नीकरी	रा.पोठनेर, ता.जि.उस्मानाबाद	पंच
३४	रामचंद्र उमाजी परब	५२	नीकरी	रा.महाराष्ट्र राज्य सहकारी बँक मुंबई	साक्षीदार
३५	सुधिर केशव निमकर	५२	नीकरी	रा.महाराष्ट्र राज्य सहकारी बँक मुंबई	साक्षीदार
३६	रामेश्वर घनाजी मोरे	३९	नीकरी	रा.महाराष्ट्र राज्य सहकारी बँक मुंबई	साक्षीदार
३७	चंद्रकांत पंढरीनाथ भालेराव	४९	नीकरी	रा.महाराष्ट्र राज्य सहकारी बँक मुंबई	
३८	सुनिल दिगंबर पाटील	३९	नीकरी	रा.महाराष्ट्र राज्य सहकारी बँक मुंबई	साक्षीदार
३९	सुरेश मणिकराव विराजदार	४२	शेती	रा.बलसूर ता.उमरगा, उस्मानाबाद	साक्षीदार
४०	शिवाजी प्रतापराव चालुक्य	४२	शेती	रा.उमरगा, जि.उस्मानाबाद	साक्षीदार
४१	सी मंगल गणपत पडवळ	३५	घरकाम	रा.शिगीती ता.जि.उस्मानाबाद	साक्षीदार
४२	मधुकरराव देवराव घट्टाण	५६	आमदार	रा.अंणदूर ता.मुळजापूर जि.उस्मानाबाद	साक्षीदार
४३	जिवनराव विश्वनाथ गोरे	४८	जि.प.अध्यक्ष	रा.उस्मानाबाद , जि.उस्मानाबाद	साक्षीदार
४४	ए.डी.खेडकर पो.उप.नि.		नीकरी	सी.आय.डी. मुंबई.	साक्षीदार
४५	राजन काटदरे पो.नि.		नीकरी	गुन्हे शाखा (आर्थिक गुन्हे मुंबई)	
४६	बी.बी.रेड्डी पो.नि.		नीकरी	पोलीस ठाणे उस्मानाबाद शहर	तपासीक अधिकारी

१४. पकिली छप्पर छोटी असेल तर भारतीय दंड संहितेच्या १८२/२११ अन्वये केलेली किंवा करवावयाची कार्यवाही नमूद करावी.

१५. प्रयोजकाच्या विस्तरेपनाचे निराकरण : गुन्हेगारीतील मुद्यांना तपासणी कापी हस्तांतर तज्ञ यांच्याकडे पाठविलेले असून य तो परत येताच अभिप्रायासह दाखल करित आणतो.

नोट : आरोपीला विस्तृत अधिक पुरावा उपलब्ध झाल्यास मागवून दाखल वारण्याची मंजूरी असली.

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From : S-E
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१६. प्रकरणाची घोडक्या माहिती (आवश्यक असल्यास वेगळा कागद जोडावा)
मे.मुख्य न्यायदंडाधिकारी साहेब,
न्यायालय उस्मानाबाद.

यांच्या सेवेत,

महोदय,

विनंती पूर्वक सादर की, मा.कोर्ट स्थल सिमेच्या हाथीत दि.२९/०१/२००० ते ८/०५/२००२ चे दरम्यान दि. उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँक लि. उस्मानाबाद येथे आरोपी नं. १ हे चेअरमन पदावर होते. आरोपी नं. २ ते ६ हे बँकेच्या प्रमुख अधिकारीपदावर नेमणूकीस असतांना आरोपी क्र. १ ते १० यांनी बँकेस फसविल्याचा पूर्व नियोजित कट रचला आरोपी क्र.७ ते ९ यांनी मे.होम ट्रेडर्स लि. वारी, नवी मुंबई या नावाने शासकीय कर्ज रोखे खरेदी करणारी अनाधिकृत कंपनीची स्थापना केली आरोपी क्र. १० हे दि.नागपूर जिल्हा मध्यवर्ती सहकारी बँक लि. नागपूरचे चेअरमन पदावर असतांना होम ट्रेडर्स लि.वारी नवी मुंबई ही शासकीय रोखे खरेदी करणारी अधिकृत कंपनी नावाची माहिती असतांना आरोपी क्र.१ यास शासकीय कर्ज रोखे खरेदी करण्यासाठी प्रोत्साहित केले आरोपी क्र.१ व १० यांनी अपसामध्ये संगणमत करून मे.होम ट्रेडर्स लि. वारी, नवी मुंबई या अनाधिकृत दलाल कंपनीकडून शासकीय कर्ज रोखे खरेदी करावयाचा निर्णय घेऊन त्यांचेत झालेल्या चर्चेवरून आरोपी क्र.६ यांनी दि.२९/१/२००२ रोजी दि.नागपूर जिल्हा मध्यवर्ती सहकारी बँक लि. नागपूर यांच्याकडून ४० कोटी रुपयाची मुदतठेव स्वीकारण्याची मागणी केली दि.३१/१/२००२ रोजी दि.नागपूर जिल्हा मध्यवर्ती सहकारी बँकेने दि. उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेच्या महाराष्ट्र राज्य सहकारी बँक लि. मुंबई येथील खाते क्र. ७३/४७०१ या खात्यावर ३० कोटी रु. मुदत ठेव जमा केली. या दरम्यान आरोपी क्र. १ व ३ हे मुंबई येथे मे.होम ट्रेडर्स लि. वारी, नवी मुंबईचे संचालक आरोपी क्र. ७ ते ९ यांच्या सोबत शासकीय कर्ज रोखे खरेदी करणेसाठी वाटाघाटी करत होते. आरोपी क्र. १ व ३ यांच्या सांगणेवरून आरोपी क्र.४ यांनी आपल्याला अधिकार नसताना १/२/२००२ रोजी उस्मानाबाद येथून महाराष्ट्र राज्य सहकारी बँक लि. मुंबई येथे उस्मानाबाद बँकेच्या नावावर जमा झालेले ३० कोटी रु. शासकीय कर्ज रोखे खरेदी करण्यासाठी मे.होम ट्रेडर्स लि. वारी, नवी मुंबई यांचे महाराष्ट्र राज्य सहकारी बँक लि. मुंबई येथील खाते क्र. ३५/१७०३१ यर वर्ग करण्या वावत गोपनीय फोड द्वारे टेलिफोन मेसेज दिला त्याच दिवशी महाराष्ट्र राज्य सहकारी बँक लि. मुंबई येथे उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेच्या खात्यावरील ३० कोटी रु. मे.होम ट्रेडर्स लि. वारी, नवी मुंबई यांचे खात्यावर वर्ग होवून जमा झाले.

मे.होम ट्रेडर्स लि. वारी, नवी मुंबईचे उपाध्यक्ष आरोपी क्र.८ याने आरोपी क्र.३

यांस शासकीय कर्ज रोखे खरेदीच्या २९९९३४५९९ रुपयांच्या खोट्या कौन्ट्रफट नोट दिल्या व त्याच दिवशी आरोपी क्र.८ याने मे.होम ट्रेडर्स लि. वारी, नवी मुंबई यांचे खात्यावर उस्मानाबाद बँकेकडून जम झालेले २९९९३४५९९ रुपये व त्याच्या खात्यावरील ६५१७४ - ९४ पैसे असे मिळून असे २९९९९९७६६-६७ पैसे दि.नागपूर जिल्हा मध्यवर्ती सहकारी बँकेच्या महाराष्ट्र राज्य सहकारी बँक लि. मुंबई येथील खाते क्र. १०१/५७५९ या खात्यावर चेक द्वारे वर्ग करून जमा केले. मे.होम ट्रेडर्स लि. वारी, नवी मुंबईचा संचालक आरोपी क्र. ९ याने

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दि. १/२/२००२ रोजी उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेकडून मिळालेल्या ३० कोटी रु. मधुन शिल्लक राहिलेली रक्कम ६,५४०,९६३.७३ पेसे. रुपयाचा स्वतः सहीचा चेक आरोपी कं. ३ यांच्याकडे दिला. तसेच शासकीय कर्ज रोखे खरेदी करणे यावत उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँक यांच्याकडून मिळालेल्या २९,९९३,४५९१ रुपयांच्या बनावट पावती आरोपी कं. ३ यांच्याकडे दिल्या मे. होम ट्रेडर्स लि. वाशी, नवी मुंबईचा अध्यक्ष आरोपी क. ७ यांनी दि. २०/४/२००२ रोजी मे. होम ट्रेडर्स लि. वाशी, नवी मुंबईचे महाराष्ट्र राज्य शासकीय बँक लि. मुंबई येथील खाते कं. ३ ए / १७०३१ वर रक्कम शिल्लक नसतांना ३०८९,०७९७५ रुपयांचा चेक उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेच्या नावाने आरोपी कं. १ यांच्याकडे दिला. आरोपी क. १, २, ५, ६, यांनी दि. ८/२/२००२ रोजी व दि. ११/३/२००२ रोजी उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँक उस्मानाबाद येथे रांधालाक मंडळाच्या धटकीत मे. होम ट्रेडर्स लि. वाशी, नवी मुंबई यांचे २९,९९३,४५९१ रुपयांचे शासकीय कर्ज रोखे खरेदी व्यवहाराबाबत चर्चा झाली नसतांना प्रोसीडिंग रजिस्टर मध्ये या धटकीत शासकीय कर्ज रोखे खरेदी व्यवहाराबाबत चर्चा झाली व सर्व संचालक मंडळाने एक मताने शासकीय कर्ज रोखे खरेदी व्यवहारास मंजूरी दिली असा खोटा ठराव प्रोसीडिंग रजिस्टर मध्ये लिहून नोंद केला. त्यावर आरोपी कं. १, २, ५, यांनी सहया केल्या.

आरोपी कं. १ ते ६ हे उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेच्या मुख्य पदावर अधिकाऱ्या व अधिकारी म्हणून कार्यरत असतांना सहकार आयुक्त यांची पुर्वपरवानगी न घेता नागपूर जिल्हा मध्यवर्ती सहकारी बँकेकडून ३० कोटी रु. मुदतदेव स्वीकारली तसेच रिझर्व्ह बँक ऑफ इंडिया यांचे नियमांचे उल्लंघन करून २९,९९३,४५९१ रुपयांचे शासकीय कर्ज रोखे खरेदी करण्यासाठी आरोपी क. ७ ते ९ यांना सदर रक्कम देवून बँकेची फसवणूक केली.

आरोपी कं. १ ते १० यांनी पूर्वनियोजित फट करून जनतेने बँकेत विश्वासाने ठेवलेल्या गुंतवणूक रक्कमेचा अपहार करून बँकेची फसवणूक केली तसेच छोटे ठराव लिहून ते खरे आढेत म्हणून उपचोगात आणले. बँकेत शिल्लक रक्कम नसल्याचे माहित असतांना छोटे चेक दिले. कर्ज रोख्याच्या खोट्या कॉन्ट्राक्ट नोड्स दिल्या म्हणून सर्व आरोपी विरुद्ध कलाम २१८, ४०६, ४०९, ४२०, ४६८, ४७१, १२० (घ) चा. द. वि. प्रमाणे पात्र अपराधाचे दोषारोप असे.

१७. संदर्भ नोंदीस योजवली: कलम १७३ सी.आर.पी.सी. होय / मागील तारीख :

पोवपावती सादर करावी

१८. घटविषयाची तारीख : १४-१-२००२

ठाणे आगंदाद / प्रभारी अगंदाद-याने जमोवित केले.

नांव : बी.बी. रेड्डी.

पदनाम : पोलीस निरीक्षक

अतिथि अगंदाद : उस्मानाबाद नगर कारणा-या तपासणी

पोलीस निरीक्षक

नांव : पोलीस निरीक्षक (अ.)

पदनाम : पोलीस निरीक्षक

पोलीस ठाणे उस्मानाबाद (शहर)

ORDER

Chargesheet submitted by P.S.Osmanabad(C). It be register as R.C.C. Issue process under sec. 218, 406, 409, 420, 468, 471, 120(b) of I.P.C. Accused no.1 is in M.C.R. till 23-9-2002 Accused nos.2 to 5 are released on bail. Accused no.6 is in M.C.R. 26-9-2002. Accused no.7 is in M.C.R. in jail at Mumbai. Accused no.8 is in M.C.R. till 27-9-2002. Accused no.9 is abscond. Accused no.10 is admitted in Ho spital, in Nagpur.

I/c Chief Judicial Magistrate

Osmanabad.

Dt. 1 4-9-2002

R. C. C. No. 398/2002.
14.9.2002.

0
In village 307 and
No. 4. died on 3.6.2006.
In case is also
again here

1/25
com
206222

આદર્શ
કામિયોગ પદ્ધતિને કિંગ્સફોર્મ પાઠ્ય
વિશેષ લક્ષણો પશ્ચિમ ભગવતે કહેલો પરંતુ તે
દ્વારા ગોંધાર કહેલો આરોગ્ય નં ૭૦ ને ડિચાર્યા -
કાલિદાસના આદર્શ અને મુખ્ય લક્ષણો, કાળ મળી જ-
વેલો કહેલો કિંગ્સફોર્મ પદ્ધતિને પાઠ્ય લક્ષણો
તેથી જાણી શકાય છે. પૂર્વે ૧૯૫૧-૫૨ સ્પી. પી. નો નોંધ.

Exh-1 order

R.C.C. No. 398/2002
State Vs. Pawan and Oshis.
Order below Exh.1

R.C.C. No. 398/2002

ORDER BELOW EXH. 1

1. The present matter is time bound matter and as per the directions of Hon'ble Supreme Court of India, the matter is required to be dispose of on or before November, 2025. Matter is part heard. In this matter in all 23 witnesses have been examined by the prosecution till date. The last witness is examined on 16.10.2025. Thereafter as per the application of prosecution vide Exh. 979 summons were issued to the two witnesses and matter was adjourned on 30.10.2025. On 30.10.2025 both the witnesses were present before the court, however the prosecution filed pursis vide Exh. 1001 and thereby submitted that both the witnesses have no role in the case and therefore prosecution has discharged them. Thereafter, on the same day prosecution filed an application vide Exh. 1002 and thereby prayed to issue summons to another two witnesses. As per the application, summons were issued to the witnesses and matter adjourned today. However, today also prosecution failed to examine witnesses. Further learned APP Shri. Shevalkar for the State has orally submitted that prosecution has examined all the material witnesses and the other witnesses to whom summons were issued, are not supporting the prosecution case. Hence in view of this it appears that sufficient opportunity has been granted to the prosecution to lead its evidence. Further today no application is filed on record by the prosecution for issuance of summons to any witness. Hence in view of this the evidence of prosecution is hereby closed. Matter posted for recording of statement of all accused under Sec. 313 of Cr.P.C. Hence all the accused are hereby directed to remain present on next date i.e. 07.11.2025 for recording of

statement under Sec. 313 of Cr.P.C, without fail. All the learned advocates
of the accused are directed to note and comply accordingly.

Date:- 31/10/2025


31/10/2025
(Smt. Pradnya V. Medhe)
Addl. C. J. M.Osmanabad.



Handwritten text in Marathi script, likely a signature or note, mostly illegible due to heavy noise and speckling.

C-104

R.C.C.No. 398/2002.
State/Pawan & Others

ORDER BELOW EXH.1

1. The writ has been received from the Hon'ble Supreme Court of India of the Assistant Registrar, Supreme Court of India dated 12/04/2013 vide I.W.No. 196/2013. It is received on 22/04/2013.

2. The Hon'ble Supreme Court of India pleased to pass the order dated 11/04/2013, reads as;

Having regard to the facts involved, let the hearing of the trial, being R.C.C.No. 398 of 2002, pending before the Magistrates Court at Osmanabad, Maharashtra, be expedited, so that the same is concluded at the earliest possible time.

The parties shall not ask for any unnecessary adjournments and the matter should be disposed of, if possible, within six months from the date of communication of this order.

3. However, the criminal case has been already posted for the appearance of accused on 05/06/2013. But in view of order of the Hon'ble Supreme Court of India since the matter has been made time bound and the Hon'ble High Court pleased to direct to dispose of the matter within six months from the date of communication

// 2 //

of this order the matter be kept on day today's board right
from tomorrow and issue summonses to all the accused.

Date :- 23/04/2013.


(D.G.Raje), 23.4.13
Chief Judicial Magistrate,
Osmanabad.



C-105

C-68

R.C.C.No. 398/2002.
State/Pawanraje.

ORDER BELOW EXH.1

After going through the record of the case it reveals that on 25/03/2008 Exh. No.410 was given to exemption application of accused No. 10. Therefore next exhibit should have been Exh.No.411. However on 9/4/2008 the concern clerk instead of giving next Exh. No.411 he has given next Exh. No.611 to the exemption application of accused No.10. Thus after Exh. No. 410 the next exhibit number jumped to 611. This can also be seen from endorsement on the Roznama dated 9/4/2008. Hence exhibit numbers 611 onwards given to various applications/documents be renumbered as Exh. No.411 onwards.

Date :- 26/06/2013.

[Signature]
26/6/13.
(C.P.Gaddam)
Chief Judicial Magistrate,
Osmanabad.

[Signature]
In letter for forming to change. But
Accused no-7 stated to be in
Jail at Waraha. Hence issue
production warrant d/s 267 Cr.Pc,
dtd 19.6.13.

[Signature]
14/6/13
CJM.

[Signature]
Call mugshot from the
concerned police station.

[Signature]
27/6/2014
CJM.

[Signature]
Accused no.10
is absent. His
exemption application
Exh. 610 is rejected.
Issue PRBW again
lets and it be
sent to Police
Commissioner,
Nagpur City,
Nagpur.

[Signature]
27/5/2014
CJM.

C-106 C-106
R.C.C.No. 398/2002.
State/Pawan & others.

ORDER BELOW EXH.1

In this case it appears that Ld. Advocate Shri. Jaysingrao V. Patil from Sangli Bar has been appointed by the State Government as a Special Public Prosecutor for conducting this case. However, he is not appearing in the matter. Matter is time bound, hence issue notice of appearance to the said advocate.

Date :- 05/07/2013.


5/7/2013
(C.P. Gaddam)
Chief Judicial Magistrate,
Osmanabad.

C-10

R.C.C.No. 398/2002.
State/Pawanraje.

ORDER BELOW EXH.1

Today matter is kept for framing of charge and accused Nos. 3, 4, 5, 7, 8 and 9 are before the Court. Accused No.10 is absent and his advocate has submitted today certain documents with list Exh.576. It appears from those documents that accused No.10 has filed Criminal Writ Petition No.252/2014 in the Hon'ble High Court, Bench at Aurangabad to challenge the judgment and order dt. 14/2/2014 passed in Criminal Revision No. 82/2013 which was filed for challenging order of this Court on Exh. 306 which was filed by accused No.10 for discharge.

Ld. Adv. for accused No. 10 has submitted that matter may be adjourned and may be kept after 05/03/2014 and on the adjourned date accused No.10 would remain present.

The parties are aware of the fact that this is a time bound matter and hence long adjournments are not being given. Since accused No. 10 has filed writ in the High Court and accused No.5 has also filed Criminal Revision Petition in the Sessions Court for challenging the order of this Court refusing his discharge and accused Nos. 6 to 9 stated to be facing criminal matters in different Courts and as per their submissions they are required to attend those matters during 1/3/2014 to 11/3/2014 and considering the holidays on 2/3/2014, 8/3/2014 and 9/3/2014 the matter is now adjourned in the interest of justice to 13/03/2014. It is made clear that if by that time no stay order is received the charge will be framed and non bailable warrants will be issued against absent accused. Ld. Advocates for accused have also submitted that on 13/3/2014 all accused will remain present for charge.

Hence matter is now adjourned to 13/3/2014.

Date :- 27/02/2014.


(C.P. Gaddam),
Chief Judicial Magistrate,
Osmanabad.

C-108

1

R.C.C.No. 398/2002.
State/Pawan and other 9.

ORDER BELOW EXH.1

On 27/2/2014 this matter was adjourned to 13/3/2014 for framing of charge against accused. It was submitted that let the accused be given an opportunity of hearing under section 240 Cr.P.C. before framing of charge as, according to them, the draft of charges sought to be framed is not submitted before the Court by the prosecution for perusal. Therefore the learned A.P.P. on 13/3/2014 has submitted draft of proposed charges at Exh.583. Thus the charges sought to be framed for the offences punishable under sections 120 B, 409, 420, 406, 468 and 471 r/w. 34 I.P.C. Since accused wanted to make submissions on the said draft of charge the matter was adjourned to 15/3/2014. Accused No.7 has submitted written submissions at Exh.606. Accused No.9 has submitted written submissions at Exh. 617. Heard learned advocate for accused Nos. 5 and 9. Accused No. 9 also made oral submissions in person. Other accused did not want to make any submissions.

2. I have already narrated the prosecution case while deciding discharge applications of accused Nos. 5, 7 and 10 at Exh. 306, 407 and 502 by common order dt. 7/8/2013. At the cost of repetition the prosecution case, in short, is that all ten accused have hatched a criminal conspiracy to cheat the Osmanabad District Central Cooperative Bank Ltd., Osmanabad (for short "O.D.C.C. Bank")for Rs. 30 crores. At the relevant time deceased accused No.1 was the Chairman of O.D.C.C.Bank while accused No.10 Sunil Kedar was the Chairman of the Nagpur District Central Co-operative Bank Ltd., Nagpur (for short, "the N.D.C.C.Bank"). There was a collusion between

Exh-2 10/20/2011

(પોલીસાધ્યા અમિશેડાસાઈ)

[illegible][illegible]

दि. 15.05.2001 - 1 - 60.00
प. ५ मध्ये लिखिताना धर्मात्मा ३ आ लिखिताना धर्मात्मा धर्मात्मा, धर्मात्मा लिखिताना
प. ५

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Compared to

संस्थानिक शक्तिवत् १२१.७
पुरव्ययस्य जनेष्वहो अंशं स्वाध्यायस्य

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Exh → 2/1

C-111

पार्श्व 211

CR No 106/02

(पंजाब राज्य प्रशासनिक सेवा)

पं. प्र. १०३
P. M. 103

12-11

Exh-2/1



पंजाब राज्य प्रशासनिक सेवा

क्र. सं.	कर्मचारी का नाम	पद	वर्ग	वर्ग
१	२	३	४	५
19	जयदेव सिंह	प्रा. प्र. वि. प्र. ५१०	01	००-००
	दि. 20.02.2002			
20	जयदेव सिंह	प्रा. प्र. वि. प्र. ५१०	01	००-००
	दि. 01.01.02			
21	जयदेव सिंह	प्रा. प्र. वि. प्र. ५१०	01	००-००
	दि. 03.02			
22	जयदेव सिंह	प्रा. प्र. वि. प्र. ५१०	01	००-००
	दि. 04.02			
23	जयदेव सिंह	प्रा. प्र. वि. प्र. ५१०	01	००-००
	दि. 04.02			
24	जयदेव सिंह	प्रा. प्र. वि. प्र. ५१०	01	००-००
	दि. 12.04.02			
25	जयदेव सिंह	प्रा. प्र. वि. प्र. ५१०	02	००-००
	दि. 12.04.02			

पंजाब राज्य प्रशासनिक सेवा

नं. १ कोड २ उपा कोटका वस्तु के नाम व वस्तु की गणना, वस्तु की गणना, वस्तु की गणना
 वस्तु का कोटका वस्तु के नाम व वस्तु की गणना, वस्तु की गणना, वस्तु की गणना
 वस्तु का कोड २ उपा कोटका वस्तु के नाम व वस्तु की गणना, वस्तु की गणना, वस्तु की गणना

२६)	लोमड़े मुँई	गोठरी जादा हालिम	०१	२०.००
		रकम पत २०००		
		६५,४०९.००		
		दि १२-०२-००२		
२७)	लोमड़े मुँई	गोठरी जादा हालिम	०१	२०.००
		रकम पत २०००		
		६५,४०९.००		
		दि १२-०२-००२		
२८)	लोमड़े मुँई	गोठरी जादा हालिम	०१	२०.००
		रकम पत २०००		
		६५,४०९.००		
		दि १२-०२-००२		
२९)	लोमड़े मुँई	गोठरी जादा हालिम	०१	२०.००
		रकम पत २०००		
		६५,४०९.००		
		दि १२-०२-००२		
३०)	लोमड़े मुँई	गोठरी जादा हालिम	०१	२०.००
		रकम पत २०००		
		६५,४०९.००		
		दि १२-०२-००२		
३१)	लोमड़े मुँई	गोठरी जादा हालिम	०१	२०.००
		रकम पत २०००		
		६५,४०९.००		
		दि १२-०२-००२		
३२)	लोमड़े मुँई	गोठरी जादा हालिम	०१	२०.००
		रकम पत २०००		
		६५,४०९.००		
		दि १२-०२-००२		

नमस्ते प्रदीपिता ०१
 नमस्ते प्रदीपिता ०१
 नमस्ते प्रदीपिता ०१
 नमस्ते प्रदीपिता ०१



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मुख्य न्यायमंडलीय न्यायाधीश

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१) श्री शिवाजी धर्मालय जाइवसि जय बहदुर चढायेनी
रा लेख ला भि. उदभावावादे पान ३५५५

० श्री पद्मावती लक्ष्मिदास भंडे तथा चणू लोखंडा संतोषनाथ
श्री रघुपति रावेंद्र नाथ उल्हासकर पोस्टु अहमदनगर

पौडीत हारी डकगालर (श्री) लर गरी मुप
मही शरारे पचाला डकगालर पौडीत हारी मुप
मही शरारे पचाला डकगालर (श्री) लर गरी मुप
मही शरारे पचाला डकगालर (श्री) लर गरी मुप

केशरीजी भुपाडसिंह कर्क पवन संतानागव राजाजिनाकर २०१५
 - २०१६ या गौधमजिनाडी लालि उलगाणाकद याता जाल राजा

१६१५ लानता ते कोठाराप्यार येन जालेल्या इतकंयस ई
पुढराणी हांजळि कोठराव पार्क पुणे यांनी दिल्या
दिलेल आहे. त्यांना यावर गुब्बारांचे ठाक करणे आहे
जाणा पंचलायाचे वेडी लमस हजार रहा. कोन
कल्पुन पंचाचे उपवितीन कोठक हांजळी पंचांना
केल लो पुढील प्रमाणे.

पंचालमण जोरोगीस त्याचे नांव पत्ता निघाला
त्याने कायले नांव मृपाडसिंह उर्फ पवन सनानाशित
राजो निजिहकर या जोवरने वाडी लाजि. उलाढाली करी
सांगितले. त्याची जगादारी क्षेत्री फालता. कोलते ही
मौल्यवान वस्तू मिळून जावी नाली त्यांना जगादारी
जानजायता (बुद्धी दोगडी सल्लुन) जगादारी ले दि.
०८।०८।०२ मोजी पातून इकडे वस जाणि बुध्दाली जगादारी
येथे डॉ. जाडाली. व डॉ. मंडारी याचे वैश्वदेवदेवराजी
जोराध्यापचार क्षेत्र होते. व त्यांना जगादारी त्या
दुखाळ्यातून दिलेला दिलेला जाई. जगादारी सांग
जगादारी मला द्याती मध्ये द्यात जगादारी नात

होत कलव्याचे सांगित आहे. त्याचे फुंग तपासून
पाहता नसतमेव्या झगड, उतर तासा दवागलून दिवून
येत नाहीत. ०

त्याचे जाले तावत त्यात समतपासून सांगण्यात
आले आहे. त्याचे दिवून दावह दाव्हें गुन्या
आतामिनपात झालेची समत त्यात देवता आहेची
आहे.

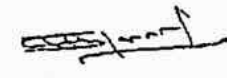
त्याचे काले तावत त्याचे मेवून जाण्यासाठी
पुनरुत्पाद जाटि स जागती ता. जि. उलागनद थांगी
समत कलविके आहे. त्याचे सोवत त्याचे फुंगी-
डॉक्टर कालासाठी राजाराम चव्हाळ स दावह निवडून
ह त्याचे वतोवर आहे.

हा पंचनामा १७-३० या दुरु करून १८०० या
दिवून पुढा केवळ आहे.


वी. के. रेड्डी
पोलीस ऑफिसर,
महाराष्ट्र (२१) पोलीस दफ्तर.

वटि पंचनामा आहे वंचिते दुरुतामिस्तून
ते शेषपत्रति उपस्थिति केवळ असून तो फुंगत
तातून दावविके आहे तो वतोवर असल्याची दावती
सातत्याने रवाही पंच वळून सहा करित फुंगत

पंच

१) 

२) 



802-3	-	11	-	கிளிநொச்சி
802/73	-		-	சென்னை

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संख्या १३१
मुख्य न्यायाधीश महोदय
उच्च न्यायालय
कोलकाता-७
दिनांक १३/११/७३

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Computer generated page number 112 of 931

Name: दीपिका देवी
ग. अ. प्रो.

[illegible]

दि. 11/20/22 कोठी में होम ट्रेडर्स यंत्रि खाते दस्तावेज
 36/17031 यंत्रि दस्तावेजों के अन्तर्गत 11/59/66-11/रूपरेखा-3 पर शिष्ट
 क होमों के अन्तर्गत वारिदात 30 कोठी के अन्तर्गत 36/17031 दस्तावेजों के अन्तर्गत
 वापस दस्तावेजों के अन्तर्गत 36/11/59/66-21/डाकरी इलाका के अन्तर्गत
 नगरपूर जिला के अन्तर्गत जमा होने वाली दिनेश्या के अन्तर्गत
 अन्तर्गत 299999766=67 तथा कलस अन्तर्गत खातेवर 11/61/99-44
 - (एकी) शिष्टक राशिओं सदर शिष्टक अन्तर्गत यंत्रि दस्तावेजों के अन्तर्गत
 अन्तर्गत नगर जिला के अन्तर्गत शिष्टक 11/61/99-44 यंत्रि दस्तावेजों के अन्तर्गत
 अन्तर्गत में होम ट्रेडर्स यंत्रि दि. 11/20/22 कोठी 11/31/99=44 रूपरेखा के अन्तर्गत
 अन्तर्गत राशिओं में होम ट्रेडर्स यंत्रि खातेवर अन्तर्गत रूपरेखा जमा दस्तावेजों
 अन्तर्गत में होम ट्रेडर्स यंत्रि 299999766=67 पैरी नगरपूर जिला
 अन्तर्गत वर्ग के अन्तर्गत शिष्टक अन्तर्गत 299999766=67 पैरी राशिओं
 दि. 31/20/22 कोठी में होम ट्रेडर्स यंत्रि खातेवर 11/31/99-44
 यंत्रि शिष्टक होमों सदर दिनेश्या में होम ट्रेडर्स यंत्रि के अन्तर्गत
 69/51/28 रूपरेखा 65-409-73 रूपरेखा के अन्तर्गत अन्तर्गत जिला अन्तर्गत
 अन्तर्गत दस्तावेजों जमा होना वाली दिनेश्या अन्तर्गत होम ट्रेडर्स यंत्रि
 अन्तर्गत 497/69-71 रूपरेखा के अन्तर्गत शिष्टक राशिओं अन्तर्गत

पुस्तक संख्या : १०७२

... 20/12/2022 ...

... 20/12/2022 ...

... 20/12/2022 ...

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Exh-2/3

पृ. सं १०३ म
पृ. सं १०३ म

(पंजीतार्या अभिलेखावली)

Exh-2/3

पंजीतार्या व. (१८० १०६/२००१) व. ४०६, ४०७, ४२०,

भाव - २५ जून २००१
निवास्तव - लक्ष्मी चमदाराम रावते लाहागवळ
भाव - २५ जून २००१
निवास्तव - लक्ष्मी चमदाराम रावते लाहागवळ

२००१/२००२ रजे लक्ष्मी चमदाराम रावते लाहागवळ

वाच्य समस्त पंजीतार्या व. २००१/२००२ रजे लक्ष्मी चमदाराम रावते लाहागवळ

जमा कलेव्या वस्तु व अनुवर्तक	कले व कोणाकडून आला वस्तु	अथ वेव्या वस्तु मार्गाने आला वस्तु	यत्नपूर्व संख्या वाच्य वस्तु निवा वस्तु
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कार	लक्ष्मी चमदाराम रावते
मास्करा	लक्ष्मी चमदाराम रावते
कार	लक्ष्मी चमदाराम रावते
लक्ष्मी चमदाराम रावते	म.म. २५/११५२
लक्ष्मी चमदाराम रावते	काहे लक्ष्मी
लक्ष्मी चमदाराम रावते	कार-चा इंजिन
लक्ष्मी चमदाराम रावते	२७१०-०११५
लक्ष्मी चमदाराम रावते	३८६४२६४-९७४
लक्ष्मी चमदाराम रावते	६००१-३१८४२४
लक्ष्मी चमदाराम रावते	४७२५६ कला
लक्ष्मी चमदाराम रावते	काहे मुनिवापरा
लक्ष्मी चमदाराम रावते	३००,०००/०

३००,०००/-

३००,०००/-

३००,०००/-

३००,०००/-

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Exh-2/6

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

Exh-215

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Q. W. G. T. C. H. U.
P. M. 10⁵. . 70

प्राज्ञः संवत्.

19. 2018

જાણીને

..... १० मेरी मेरे
..... ११ माता माता १२

*स्तंभ ४ व ५, मध्ये लिहावयाचा उदगांत ३ या स्वभात्रीत तपेदित याबीरामोर स्मरणेने लिहावा.

2. M. 102

(पंजीकृतसंख्या अजितेष्टासात्री)

प्राज्ञानां च संज्ञानां च

विनाशं { शत्रु—
नियामक—

आपकी { मान—
निष्ठा—

दि. १९ शताब्दी मेमे

.....दांज्या समक्ष..... दांज्या वल्व केसिंगा वल्वपी पाद

[illegible]

* तंत्र ४ व ५ मध्ये जिद्दाक्याचा उगशील ३ व्या स्वभाताल पर्वधित बाबांनमोर दृष्टपणे लिहावा.

पत्र किसी नरुचा गुणवत्ता	पत्रे व कोणक पत्रा केरी	पत्रा केरी व कोणक वरुन	पत्रा केरी कोणक वरुन	पत्रा केरी कोणक वरुन
१	२	३	४	५
६२) २३)	००	एक कोणक वरुन १-२-०२ रीति ॥५५ कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन	१	०० = ००
६३) २४)	००	एक कोणक वरुन १-२-०२ रीति कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन	१	०० = ००
६४) २५)	००	एक कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन	१	०० = ००
६५) २६)	००	एक कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन	१	०० = ००
६६) २७)	००	एक कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन कोणक वरुन		

१. स्वतंत्र व ५ माघे लिहावयाचा तपशील १ आ स्वतंत्रांत संबंधित यन्त्रीतमोर स्पष्टपणे लिहावा.

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गौतमः ३: २६: १११

प्रतिभा

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निष्कर्ष:-

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• 2017

निम्नलिखित...

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ॐ नमः ॥

Figure 1. The number of individuals in each age class of *Chironomus tentaculatus* in the 1990s and 2000s. The number of individuals in each age class was estimated from the number of individuals in each age class in the 1990s and 2000s. The number of individuals in each age class was estimated from the number of individuals in each age class in the 1990s and 2000s.

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॥ श्रीगणेशाय नमः ॥

अथ विष्णु वन्द्ये नमः
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श्री. ॥ १॥

श्री. मा.
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धनसंजीवनी :-

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पृ. ३, १, २ ग.
पृ. १, २, ३ ग.

पत्रा केल्ल्या पत्राचा प्रमाणिक	कोडे व कोणाकडून लया केले	पत्राचे नाव व प्रीत्यार वरता	पत्राचे माहिती व किया नाव	पत्राची मूल्य
१	२	३	४	५
70) 807	10	१० ऑक्टोबर १९८४ नं. ६०५१७८ कापडा ६५४०९ ००३ चेस दि. १-२-००९ मे कोडा श्री. उस्ताद मिर्जाबा होसले शिरोवृत्त मुंबई	1	००-००
71) 81	10	१० ऑक्टोबर १९८४ नं. ६०५१८२ कापडा ६५४००-६ दि. १-२-०९ मे कोडा चेस श्री. उस्ताद मिर्जाबा होसले शिरोवृत्त मुंबई	1	००-००
			3-	००

मरद २०/१५

Verity & accepted

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* सर्व म. व. मध्ये लिहिल्या पत्राची म. व. या संवादीत संवसित बाबीसमोर स्पष्टपणे लिहावा.



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३८]	उ"वाद जि. म. त. वळिने दिलेले पत्र	०१	२०/२/०२	
३९]	उ"वाद जि. म. त. वळिने दिलेले पत्र	०१	१/३/०२	
४०]	उ"वाद जि. म. त. वळिने दिलेले पत्र	०१	६/३/०२	
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६४]	तपास टिपन ध्यावत गिरी	०३	१२/५/०२	
६५]	जिल्हा उपनिबंधक यांना अहवाल	११	२४/५/०२	
६६]	उपनिबंधक जि. म. त. वंदेले दिलेले पत्र	०१	१६/५/०२	
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६९]	उत्समानाबाद जि. म. त. वंदेले दिलेले पत्र	०१	१६/५/०२	
७०]	उत्समानाबाद जि. म. त. वंदेले दिलेले पत्र	०२	१६/५/०२	
७१]	उत्समानाबाद जि. म. त. वंदेले दिलेले पत्र	०३	१६/५/०२	
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१२२]	तपास टिपन जेठनांत भालेराव	०१	२३.८.०२	---
१२३]	तपास टिपन हुनिल पाटील	०१	२३.८.०२	---
१२४]	म.राज्य सहकारी बँक मुंबई यांनी दिलेले पत्र रक ट्रेलमेंट, चेक, जप्ती पंचनामा-होगद्रीट वाते उतारा इत्यादी बँकाक प्रती.	२०	२४.८.०२	---
१२५]	बनभुता तडी पंचनामा संजय अग्रवाल यांचा [मिक्सी]	०१	२०.८.०२	---
१२६]	नमुना तडी पंचनामा पकराचे निष्पत्ती यांचा	०१	२८.८.०२	---
१२७]	नागूर तडीक एज्युकेटिव पत्र	०१	२५.८.०२	---
१२८]	रजिस्टर्ड ऑफिस कंपनी यांना दिलेले पत्र व रजि. कंपनी यांनी दिलेली माहिती...	०६	२८.८.०२	---
१२९]	बरेल कंपनी ऑफ रजिस्टर्ड बॉम ब्रॅडवी माहिती	३२	२१.८.०२	---
१३०]	तपास टिपन, सुरेश विराजदार	०१	२८.८.०२	---
१३१]	तपास टिपन, शिवाजीराव चातुर्वे	०१	२८.८.०२	---
१३२]	तपास टिपन, तौ. मंगल पडवळ [गणपत]	०१	२८.८.०२	---
१३३]	तपास टिपन, मधुकर देवराव वळ्हाण	०१	२८.८.०२	---
१३४]	तपास टिपन, जीवनराव गोरे [विशालाकराव]	०१	२८.८.०२	---
१३५]	ज्युनियर ऑफिशर गेल्ड हाऊस मुलाबा प्रमोशन मुंबई यांना दिलेले पत्र	०१	२४.८.०२	---
१३६]	म.राज्य सहकारी मुंबई यांनी दिलेले पत्र व माहिती	०२	२०.८.०२	---
१३७]	विफ. तेजसुरीटी ऑफिशर होटेल ओधेराव यांना दिलेले पत्र	०१	२५.८.०२	---
१३८]	होटेल ओधेराव यांनी दिलेली माहिती	१०	२५.८.०२	---
१३९]	नागूर जि.म.स.बँक यांना दिलेले पत्र	०१	२८.८.०२	---
१४०]	नागूर जि.म.स.बँक यांना ३० कोट रु गौठविण्या बाबत दिलेले पत्र	०२	२८.८.०२	---
१४१]	नागूर जि.म.स.बँक यांनी दिलेले पत्र	०१	२८.८.०२	---
१४२]	नागूर जि.म.स.बँक यांनी दिलेले पत्र	०२	२८.८.०२	---
१४३]	केतनमाई पौखरी यांना दिलेले पत्र	०१	२१.९.०२	---
१४४]	केतनमाई पौखरी यांनी दिलेले पत्र व माहिती	०३	२१.९.०२	---
१४५]	नमुना तडी पंचनामा बाबू निवृत्ती थोरात यांचा	०१	२३.९.०२	---
१४६]	नमुना तडी पंचनामा सुबोध भंडारी यांचा	०१	२३.९.०२	---
१४७]	नमुना तडी पंचनामा हुनिल अग्रवाल बेदार यांचा	०१	२३.९.०२	---

[कृपया पान ६ पहा]

[6]

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१४८] हस्ताक्षर त्वा यांना पाठविलेल्या रिपोर्टां स्विकृत ०४ १४.९.०२

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वेस्टिंग ४८४२२
वेस्ट १८११९९
१४/९/०२

ना. गादर

पोलीस निरीक्षक
पोलीस ठाणे, उत्तमानगर (मुंबई)
बोगस स्टेशन उस्मानाबाद (म.)

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General Manager

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Exh-14

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In the Court of Chief of Justice

At Osmanabad

Magistrate / Sessions Judge,

Criminal Case No. 106/2002

Crime No.

State

State vs. Pawan

Charges U/s

Exh-14

1) Name of surety Kamthia S/o Panabhai RODeshmukh

I do hereby my self as surety for accused No 4 (murder) Shivaji Maharaj

Who charged U/s 409, 406 P.C. and who has been ordered to be released on bail sum of Rs 15000/- in words fifteen thousand by

the Chief Justice, Sessions Judge, Osmanabad 25/8/2002

2) I have below certain particulars concern to myself

Full name of the surety, qualification and full residential address period for which the surety has been residing at the above address.

Rent paid for the residence whether the rent bill and the residence stands in surety name

b) Occupation of business

Full-business address

Nature and extent of the business and surety share here in

Rent paid for the place of business whether the rent bill of the place of business stands in surety Name

c) Name and address of employer if the sureties in service, amount of monthly pay and allowance drawn length of service with employer Amount of provident fund if any at sureties credit.

d) Full particulars of house property owned if any his location rentable value and sureties share or interest there in whether it is any way encumbered.

Amount of income-tax paid during each of the last the years

Banking account if any

Amount now lying in each Banking account

Next 200

1st floor No - 71

Area - 1-38 R.

Assessment 4.56 Rs.

Subscribed - waswanti.

9/10/02
Osmanabad.

2 identity surety

Shivaji Maharaj
A.W. More RD

- 1) Length of the time for which surety has known the accused person, whether the surety is related to the accused, if, so how, whether the surety has stood surety for any other person, if, so, state the names of the parties, the amount for which the surety has been stood surety for them, court, and the number of the case against those person or pending or have closed

Whether the surety has at any time made his surety bound for fited if, so, give particulars.

Whether the surety has at any time made application for surety which was rejected if so, give particulars of the case

- 2) Any other particulars in regards to the state of surety or income and state which the surety desire to give
- 3) I produce the following proof in support of my statement and give particulars of the same as bellow

Rent bill of place of residence

Ration card

Rent bill of place of business

Date of partnership or other document relating business

Certificate from the employer

Certificate of amount in the provident fund

Title deeds of properties

Municipal bill of properties

Bank pass-book

Income tax payment receipts

Other proof



- 4) I agree that I may declared as surety for above mentioned accused for the sum of Rs

15000/- fifteen thousand rupees only

Solomenty affirmed that I am not surety in any other case pending before this court.

Dated, This 28 day of Aug, 200 2
Identified by Shri

Signature of surety
Nazir

TRUE COPY

Same
सहायक अभिलेख
मुख्य न्यायाधीशजी के समक्ष
जमाया
12-3-06

Before me

Handwritten signature
B. B.

Accepted

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Pleader

Official Magistrate P
C.J.M./ Session Court Osmanabad

IN RE: 1004/2002
SURETY FOR 1004/2002
BY ASISTANT

Computer generated page number 649 of 931

Exh-102

D-1165

IN THE COURT OF THE HON'BLE CHIEF JUDICIAL MAGISTRATE,

AT : OSMANABAD.

R.C.C.No.398/2002,

Exh-102

Box 102

State of Maharashtra

-Versus-

Bhupalsingh & others.

Charge:-

U/sec.218,406,409,420,468,471,120(B)
of I.P.C.

Claim:-

Petition for bail U/sec.437 of
Cr.P.C.inrespect of Crime No.106/02
of City Police Station Osmanabad.

Date of arrest:-

That the above petitioner is arrested
on 18.7.2002 and he was in P.C.till
31.09.2002 and from 31.09.2002 to
till today he is in magistrate
custody.

That, the ~~xxx~~ accused No.7 i.e.Sanjay
Hariram Agrawal begs to submit his bail application
is as under:-

MAY IT PLEASE YOUR HONOUR

1. That, it is the case of the prosecution
that, Circle additional Registrar Co-operative/^{Society}Department
Latur has filed a complaint on 8.5.2002 before the
Police Station, Osmanabad by alleging that, Special
Auditor Co-operative Societies Class-I Latur Shri.L.M.
Pawar completed the audit of Osmanabad D.C.C.Bank and
he submitted his report and in his report he mentioned
that D.C.C.Bank Nagpur deposited the amount of Rs
Rs.30 Corror on 31.1.2002 in the account of D.C.C.Bank
Osmanabad, the S.C.Bank Mumbai, than the Chairman of
Computer generated page number 888 of 931

or
A.P.P. to say
30-10-02

Sny

That today the
Prosecution has received
copy so time be granted
for submitting Sny

[Signature]
SPIAPP
30/10/02

.. 2 ..



amount of Rs.29,99,34,591 out of said amount paid to Home Trade Washi, Mumbai for purchasing the Government security. It is alleged that, the said transactions made on Phone message of the Chairman of D.C.C. Bank of Osmanabad. and it is alleged that, after paying the said amount Chairman of D.C.C. Bank Osmanabad had not produced the original receipts of Government Security. It is further, alleged that, without producing original receipts of Government security the Chairman of D.C.C. Bank Osmanabad cheated to Bank and he mis-appropriated the amount of Rs.29,99,34,591/-.

2) On the basis of said complaint City Police Station Osmanabad registered an offence at Crime No. 106/2002 U/sec.218.406,409,420,468,471,120(B) of I.P.C. against the Chairman of D.C.C. Bank Osmanabad and other persons.

3) That, the concerned police arrested to the above petitioner in the said crime on 18.7.2002 and at present he is in magistrate custody.

4) That, the above petitioner has no concerned in respect of said offence but he is falsely involved in the present case.

5) That, initially the above petitioner submitted his bail application before this Hon'ble Court as per Exh.No.69 but same is rejected by this Hon'ble Court.

6) That, after rejecting the said application this Hon'ble Court has allowed the bail application of accused No.1,6, and 10 and the charges leveled against accused No.1,6,10 and 7 are one and same, therefore the principle of pariaty is to be apply in the present case and the above petitioner is to be released on bail. Therefore, the change in circumstances the above

Computer generated page number 890 of 931

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petitioner is submitting the bail application before this Hon'ble Court.

7) That, the above petitioner is innocent person in the said case and he is falsely involved in the present case.

8) That, the name of the above petitioner is not mentioned in F.I.R. as well as if entire charge-sheet is perused no any evidence is brought on record to show the involvement of the above petitioner.

9) That, the above petitioner is not Government Servant as well as he is not a banker, therefore section 409 of I.P.C. is not applicable in the present case.

10) That, the alleged offences are exclusively triable by this Hon'ble Court.

11) That, the concerned police have not added as a accused to the all director or Home Trade Company.

12) That, the alleged offence is depend on documentary evidence and all concerned record is already sealed by the concerned police and nothing is to be recovered from the above petitioner. Therefore, further magistrate custody of the above petitioner is not required. 1

13) That, the above petitioner is ready to give surety and P.R. bond as per order of this Hon'ble Court.

14) That, the investigation of this case is already completed and charge-sheet has been submitted before this Hon'ble Court.

15) That, the above petitioner sou-mo to appeared before J.M.F.C. Nagpur on 11.5.2002 in Crime No.101/2002 Computer generated page number 891 of 931 and J.M.F.C. Nagpur ~~initially~~ initially granted P.C.R.

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than he is remanddd to M.C.R. It meanse from 11.5.2002 he is under custody.

16) That, the above petitioner is permanantly residing at Bombay and he will not abscond as well as he will not tamper the prosecution evidence.

17) That, the above petitioner is ready to abide any conditions which may be imposed by this Hon'ble Court.

18) That, the convection provided for section 406, 468, 420 and 471 are not death or life improanment and the above mentioned offences are exclusively triable by this Hon'ble Court.

19) That, the above petitioner had not filed any other bail petition, nor any other bail petition is pending before Hon'ble High Court or any other court, except this petition.

20) That, any other ground will be argued at the time of final hearing which are not specifically mentioned in this petition.

HENCE IT IS PRAYED

That, the application may kindly be allowed and above petitioner may kindly be released on bail in Crime No.106/2002 of City Police Station Osmanabad.

Dated:- 28.10.2002.

-Petitioner/Accused-7

Through:


(P.M. Nalegaonkar),
Advocate, Osmanabad.

Sanjay Hariram Agrawal,
r/o Mumbai.

Exh-105-1174

199/2002.

प्रति,

मा.मुख्य न्यायदंडाधिकारी सौ

न्यायालय उस्मानाबाद यांना स.सादर.

Exh 105

विषय :- पो.ठाणे उस्मानाबाद (शहर) गु.र.नं.१०६/२००२कलम
४२० मादवि वगैरे मधील अपहारीत रक्कम २९९९३४५९१/-
रु.वाचत...

रिपोर्ट :- वी.वी.रेड्डी पोलीस निरीक्षक पो.ठाणे उस्मानाबाद (शहर)

महोदय,

सविनय सादर कि विषयातील नमुद गुन्ह्यातील फिर्दावा नामे श्री.
यकी परसराम राठोड विभागीय सह निबंधक सहकारी संस्था लातूर यांनी दि.
१०/१२/२००२ रोजी पो.स्टे हजर येवुन लेखी फिर्दावा विली की उस्मानाबाद जिल्हा
मध्यवर्ती सहकारी बँकेची तपासणी करण्याचा अधिकार श्री. लक्ष्मण मास्ती पयार
विशेष लेखा परिक्षक वर्ग-१ सहकारी संस्था लातूर यांना दिल्यावरून त्यांनी सदर
बँकेची दि. २९/४/२००२ रोजी तपासणी केली तपासणीत त्यांना नागपुर जिल्हा
मध्यवर्ती सहकारी बँकेकडून दि. ३१/१/२००२ रोजी महाराष्ट्र राज्य सहकारी
बँक मुंबई येथील उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेच्या चालु खात्यात ३०
कोटी रुपये जमा करण्यात आले पैकी २९९९३४५९१/- रु.मे. होम ट्रेडर्स
वाशी नवी मुंबई या दलाला मार्फत शासकीय रोखे खरेदी करण्यासाठी दिनांक
१/१/२००२ रोजी देण्यात आले होते सदरचा व्यवहार बँकेचे चेअरमन पवन
राजेनियाळकर यांनी फोनवरून केला आहे. त्यांनी रोखे खरेदी करून बँकेस
पावत्या दिल्या नाहीत म्हणुन त्यांनी २९९९३४५९१/- रुपयेचा अपहार करून
बँकेची फसवणुक केली असे तपासणीत आढळून आल्याचे कळविल्याने फिर्दाव
दिला आहे. वगैरे फिर्दाव करून नमुद गुन्हा दाखल करून गुन्ह्याचा तपास पुर्ण
करून दि.१४/९/२००२ रोजी मा.कोर्टात दोषारोप नं.१५६/२००२ अन्वये
दाखल केले आहे. त्याचा कोर्ट फेस नं. ३९८/२००२ दि.१४/९/२००२असा
आहे.

गुन्ह्याच्या तपासात निष्पन्न आरोपी संजय हरीराम अग्रवाल चेअरमन मे.
होम ट्रेडर्स वाशी, नवी मुंबई याने उस्मानाबाद जिल्हा मध्यवर्ती बँकेचे चेअरमन
मुपालसिंह उर्फ पवन संताजीराय राजेनियाळकर व इतर यांनी संगनमत करून
शासकीय कर्ज रोखे खरेदीच्या खोट्या पावत्या देवुन उस्मानाबाद जिल्हा मध्यवर्ती
बँकेची २९९९३४५९१/- रुपयांची फसवणुक केल्याचे तपासात निष्पन्न झाले.
गुन्ह्यातील आरोपी संजय हरीराम अग्रवाल याने पो.क.रिमांड मध्ये असताना
उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेकडून आलेली रक्कम ही नागपुर जिल्हा
मध्यवर्ती सहकारी बँकेत जमा केल्याचे सांगितले आहे. तसेच इतर उपलब्ध
दस्तऐवज पुरावा व साक्षीदाराच्या तपासणीवरून अपहारीत रक्कम नागपुर जिल्हा
मध्यवर्ती सहकारी बँकेत जमा असल्याचे स्पष्ट झाले आहे. यरून दि.
२८/८/२००२ रोजी आम्ही सी.आर.पी.सी. कलम १०२ प्रमाणे सदरची रक्कम
गोठवण्या वाचत प्रशासक नागपुर जिल्हा मध्यवर्ती सहकारी बँक नागपुर यांना पत्र
दिले आहे. माहितीस्तय सविनय सादर.

सोयत :

१. दि. २८/८/२००२ रोजी सी.आर.पी.सी.
१०२ प्रमाणे दिलेले पत्र

२. मा.उच्च न्यायालय छांढपीठ जीरंगाबाद येथे
याचिका क्र.२३२/२००२मध्ये देण्यात आलेले
शपथ पत्र

३. दि.२६/८/२००२रोजीची पो.क.रि.ची यादी.

सविनय सादर.

(वी.वी.रेड्डी)-
पोलीस निरीक्षक

पोलीस ठाणे उस्मानाबाद शहर

TRUE COPY

मुख्य न्यायालय उस्मानाबाद
उत्पादन

Exh-112

Exh-112 D-1127

Exh. 112

IN THE COURT OF THE HON'BLE CHIEF JUDICIAL MAGISTRATE,

AT : OSMANABAD.

Cri. Bail Appl. No. _____/2002.

R & C No. 398/02

Cr. No. 106/2002.

Police Station : City F.S.Os'bad.

Charge U/sec.406,409,420.r/w 34 of I.P.C.

Complainant :- The State of Maharashtra.

V/s.

Accused/Applicant:- Subodh s/o Chanddayal Bhandari,
Age-37yrs, Occu-C.A., R/o B-703,
Govind Complex, Sec.14, Weshi,
New Mumbai.

Subject :- Application for Bail U/sec.437
of Cr.P.C.

Herein, the accused/applicant most respectfully
submits as under :-

MAY IT PLEASE YOUR HONOUR.

1- That, the complainant namely Bali Pararam -
Rathod, Divisional Adsl. Registrar, Co-op Sanstha, -
Latur, had lodged a complaint to Police of the City P.S.
at Osmanabad on 28th May-2002 at about 19.00 p.m. -
alleging that, the present accused applicant in collusion
with the common intention with another accused persons
in the above C.R. Number cheated to the " Osmanabad -
D.C.C.Bank of Rs. 29,99,34,591/- crores.

He further alleged that, the present accused -
applicant giving the false contract notes to the one -
of the accused and Chairman namely Pawanraje Nimbaliker -
for purchasing the Govt. securities etc.

2- That, on the basis of these allegations, the -
Police of the City P.S. Osmanabad had lodged the F.I.R.
vide No.106/2002 under the charges punishable U/sec. 406
409,420 r/w 34 of I.P.C. on 8/5/2002.

Say
sufficient time may
be granted for
filing say
Hukate
APP.
16.11.02

D-1125

1/2/1

3- That, the present accused/applicant was arrested on 13/9/2002 at about 11.00 a.m. and produced before this Hon'ble Court on the same day. The Hon'ble Court remanded the accused P.C.R. till 14/9/2002 for one day. After granting sufficient P.C.R. the accused/applicant remanded to M.C.R. by this Hon'ble Court till 28th Sept-2002. Now the accused applicant is in M.C.R.

4- That, the applicant is a Chartered Accountant - by professions and he earns his living out of legal and peaceful means. The applicant has an experience of working with stock broking company. The applicant was working with Lloyds Brokerage Limited in Kolkata since 1995. The applicant in the beginning of his career with Lloyds Brokerage Limited was appointed as a Relationship Manager situated at Kolkata. Considering the work performance of the applicant, the applicant was invited to Bombay in the year 2000. The applicant further says and submits that, the Company Lloyds Brokerage Limited was taken over by a Mauritius Company in the year 1998 and the Company's name was changed to Euro Asian Securities Limited and thereafter to Home Trade Limited in January-2000. The job of the Applicant at the said company was developing websites in consultation with Software Developers for setting up an Internet based online trading solution for retail investors in India.

5- That, the Case of the prosecution against the applicant is that, the applicant was a Vice President of Home Trade Limited and he was looking after Debt Market Division. A charge of conspiracy with the Directors of O.D.C.C. Bank limited is being levelled against the applicant and thereby such an act of the applicant huge public funds have been siphoned off. It is further alleged that, the applicant in association with the other Computer generated page number 872 of 931

D-1129

11/3/11

of the Company and in conspiracy with some Directors - of O.D.C.C. Bank Ltd., did prepare bogus contract notes and bills, issuing purchase and sales of Government - Securities for the Bank and on submitting the same - obtained the amount from the Bank. However, he had not given physical deliveries of the Securities as mentioned in the Contract note now it was demanded by the Bank's Official also and thereby the Bank has been cheated to - crores of Rupees.

6- That, the applicant says and submits that, the arrest of the Applicant is totally illegal and bad in law as such the applicant was only an employee working with the Home Trade of which Mr. Sanjay Agrwal was the Chief - Executive Officer. All the Actions and decisions were - taken by Mr. Sanjay Agrwal and his Associate directors - The relation of the applicant with Mr. Sanjay Agrwal - was totally as an employee and employer. Marked hereto - and annexed as Annexure "A". is a copy of the appointment Letter and also letter showing the amount of - remuneration that, the applicant would be getting in working with the company of Mr. Sanjay Agrwal.

7- That, the applicant further says and submits - that, the applicant being a chartered Accountant by - profession, he also has specialised knowledge in IT (Information Technology) and Internet Industries. He - was hired by Mr. Sanjay Agrwal in order to use the - expertise of the applicant in developing various Websites which would be useful for online trading of securities in the Indian Security Market. Apart from this Job there - was nothing else to show as to the applicant having any knowledge for any act or Omission being done by various

D-1200

1/4/1

Applicant would be directly related. The applicant -
has only carried out instruction of the Bosses the -
applicant has not at all conducted any Act to which it -
can be shown that, he has conspired to cheat the Bank
as alleged.

8- That, the applicant further says and submits -
that, the allegations of the prosecution in the P.I.R.
as well as in the Remand Application is that the applicant
had signed certain contract notes. This does not enable
the prosecution to level a charge of conspiracy of a -
charge of cheating against the applicant. It can be -
seen that these contract notes were not only signed by
him but it was initially signed by Head of the Department
of Debt. Desk. The allegation therefore, that, the -
signature on the contract notes of the applicant does not
hold good presuming and assuming for the sake of argument
that, the applicant has put a signature on the contract -
notes would only show that, he has carried out instruction
on the direction of his employer and as a capacity of -
the employee he has executed that, direction. However,
it cannot be shown that, the signature on the contract -
notes are of the applicant at this stage.

8- That, the applicant further says and submits -
that, the entire case is based on documents and thereby
signature on the said documents and the same are with -
the prosecution. Hence custody of the applicant is not -
at all necessary.

9- That, the applicant says and submits that, -
the allegation of the prosecution does not stand good
in view of the fact that, delivery of the securities -
has not taken place as such the applicant was not at .
Computer generated page number 874 of 931

D-1201

11/5/11

all responsible for the delivery of the said securities nor he was responsible for receipt of any payments made to him. The knowledge and intention are the basic factors to attract section 409 and 420. There is also nothing to show that, the said delivery of the securities was given to the applicant in view of he had signed the contract notes. In Order to attract Section 467, 409, 420 of the I.P.C. a two way transactions are necessary which would go to show the completion of a particular offence.

10- That, the only allegations against the applicant that, he has signed the contract notes. Apart from this there is nothing to show on record that, the applicant has received any delivery of the securities or the applicant had received any amount either in cash or in cheque or in demand draft through any persons or person into his account.

11- That, the applicant further says and submits that, there is no question of the applicant forging any document. If the allegation of the prosecution is that the applicant has signed certain contract notes there cannot be subsequent allegation that, he has forged anybody's signature. Therefore, sec. 467 cannot be attracted in the case of the applicant. The applicant has not at all imitated or forged signature of any person or directors of the company and thereby he has not caused any wrongful gain to himself or wrongful loss to others.

12- That, the applicant says and submits that, the applicant has never transacted or contract any officials of O.D.C.C. Bank for the purpose of buying or

D-1202

11/6/11

Company.

13- That, the applicant further says and submits that, the applicant at the time of joining the said company was of a firm belief that, the company was an ambitious project and that it would be a challenge in the field of Information and Technology for the applicant. Since it involved distribution of financial service for retail investors in India through the Medium of Internet. The transaction where the applicant is signatories to the said contract notes were on a principal to principal basis and thus it is not possible to ascertain the funds those received were for payment to corresponding Market intermediary more particularly when the applicant was not in charge of the WDM Desk (Wholesale debt Market Desk) and had never received any complaints or calls for non-receipt or non delivery of Government securities from the Bank. The applicant has done his work in good faith and he has discharged his duties as an employee of the said company without knowing the repercussions of an Act done by the bosses of the company.

13- That, the applicant says and submits that, the applicant has not received a single penny into his account out of the said amount which will go to show his intention and his application of mind towards the said work.

14- That, the applicant further says and submits that, there is not even an iota of evidences which would go to show the accused towards the case property have been defrauded. The applicant says and submits that, he had been wrongly framed in the said case -

and without there being any material to connect the -
Computer generated page number 876 of 931

D-1203

1/7/11

the applicant in the said case. The applicant has also not been named in the F.I.R.

15- That, the applicant further says that, the applicant has fixed place of residence in Mumbai and he is a professional and earn his living out of legal and peaceful means.

16- That, the applicant's wife is also a chartered Accountant and have roots in the Society.

17- That, all the leading accused were already released on bail by this Hon'ble Court. charge sheet is also filed by the I.O. hence there is no necessity to keep the accused/applicant behind the bar. Moreover, accused person is ready to abide each and every conditions which will be imposed by this Hon'ble Court. during the consideration of this bail petition.

He is the sole bread earner of his respective family, there is no one to look after his family. - Considering all these aspects and change in circumstances the present petitioner is legally entitled to get the bail.

18- That, the accused/applicant is ready to furnish the P.B. and S.B. for the satisfaction of this Hon'ble Court, even he is also ready to abide each and every condition which will be imposed by this Hon'ble Court. he will be easily available for the trial.

19- That, the accused/applicant not filed any bail petition in any other Court or in the Hon'ble High Court, except this one. This is the second bail application. 1st bail application was rejected by this Hon'ble Court, only on the sole ground that, huge amount is -

D-1204

//8//

present in the said alleged meetings.

And the alleged amount is safe in the Neggar
D.C.C. Bank Ltd.

UNCL IT IS RE-ED.

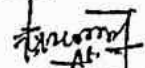
That, the application may kindly be allowed
and considering all these aspects and change in -
circumstances accused/applicant may kindly be enlarge
on bail.

Date :- 15/11/2002.

Applicant.

Subodh Chandasyl Bh nd ri.
R/o Washi, New Mumbai.

Through :-


At
Jayant V. Deshmukh,
Advocate, Dharechiv.

202

01734 /
पोलीस ठाणे उस्मानाबाद शहर
जा.क. /२००३ दि. २२/१/०३

Ex131

प्रति,



मा. मुख्य न्यायदंडाधिकारी सो.

न्यायालय, उस्मानाबाद.

यांना सविनय सादर.

Exh-131

पोलीस ठाणे उस्मानाबाद शहर नु.र.नं. १०६/२००२ फलम २१८, ४०६, ४०९,
४२४/४६६, ४७१, १२० (घ), ३४ भा.द.वि. मधील अपहारीत रक्कम
२९९९३४५९१=०० रुपये वर्ग करणे यावत...

पोलीस ठाणे उस्मानाबाद शहर. पोलीस निरीक्षक पोलीस ठाणे उस्मानाबाद शहर.

महोदय,

सविनय सादर करी, विषयातील नमूद गुन्ह्यांतील फिर्यादी नांमे श्री. बळी परसराम राठोड विभागीय सहनियंत्रक, सहकारी संस्था लाहूर यांनी दि. ८/५/२००२ रोजी पो.स्टे.येथे हजार येऊन लेखी फिर्याद दिली की, उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेची तपासणी करण्याचा अधिकार श्री. लक्ष्मण मारुती पवार विशेष लेखा परिक्षक वर्ग-१ सहकारी संस्था लाहूर, यांना दिला होता त्यांनी सदर बँकेची दि. २९/४/२००२ रोजी तपासणी केली, तपासणीत त्यांना नागपूर जिल्हा मध्यवर्ती सहकारी बँकेकडून दि. ३१/१/२००२ रोजी महाराष्ट्र राज्य सहकारी बँक मुंबई येथील उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेच्या घालू जाते फं.७३/४७०१ वर ३० कोटी रु. जमा करण्यात आले. त्या पैकी २९९९३४५९१=०० रुपये मे.होम ट्रेडर्स वाम्नी, नवी मुंबई या दलाला मार्फत शासकीय रोखे खरेदी करण्यासाठी दि. १/१/२००२ रोजी देण्यात आले होते. सदरचा व्यवहार बँकेचे चेअरमन भूपालसिंह उर्फ पवन संताजीराव राजेनियाळकर यांनी फोन बलून केला आहे. त्यांनी रोखे खरेदी करून उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेस पावत्या दिल्या नाहीत व रक्कमही परत आणली नाही. म्हणून २९९९३४५९१=०० रुपयेचा अपहार करून बँकेची फसवणूक केली असे तपासणीत आढळून आले असे लेखी कळविल्याने फिर्याद दिली होती. सदर फिर्यादी बलून नमूद गुन्हा दाखल करून गुन्ह्यांचा तपास पूर्ण करून दि. १४/९/२००२ रोजी न्यायालयात दोपारोप पत्र फं. १५६/२००२ अन्वये दाखल केले आहे. त्याचा कोर्ट केस नं. ३९८/२००२ दि. १४/९/२००२ असा आहे.

गुन्ह्यांच्या तपासात निष्पन्न आरोपी संजय हरिराम अग्रवाल चेअरमन, मेसर्स होम ट्रेडर्स, याशी नवी मुंबई, याने उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेचे चेअरमन भूपालसिंह उर्फ पवन संताजीराव राजेनियाळकर व इतर यांनी संगनमत करून शासकीय फर्ज रोखे खरेदीच्या छोट्या पावत्या देऊन उस्मानाबाद जिल्हा मध्यवर्ती बँकेची २९९९३४५९१=०० रुपयेची फसवणूक केल्याचे तपासात निष्पन्न झाले आहे.

0.1235

//पान २ //

गुन्ठ्यातील आरोपी संजय हरिराम अग्रवाल हा पोलीस कस्टडी रिमांड मध्ये असताना उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेकडून आलेली रक्कम ही नागपूर जिल्हा मध्यवर्ती सहकारी बँकेत जमा केल्याचे सांगितले आहे. तसेच महाराष्ट्र राज्य सहकारी बँक मुंबई येथे खाते पुस्तक तिहीगारे अधिकारी नोंदी घेणारे कर्मचारी यांनी त्याचे जबाब्यता सांगितले आहे. उपलब्ध दस्तऐवज पुरावा व साक्षीदाराच्या तपासणीवरून अपहारीत रक्कम ही नागपूर जिल्हा मध्यवर्ती बँकेत जमा असल्याचे स्पष्ट झाले आहे. या वरून दि. २८/८/२००२ रोजी आम्ही सि.आर.पी.सी. कलम १०२ प्रमाणे सदरची रक्कम गोठवणे बाबत प्रशासक, नागपूर जिल्हा मध्यवर्ती सहकारी बँक नागपूर यांना जा.ऊ. १६४६/२००२ दि. २८/८/२००२ चे पत्र देऊन रक्कम गोठविली आहे. त्या बाबत दि. ११/११/२००२ रोजी विद्यमान न्यायालयास कळविण्यात आले आहे.

उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेतील अपहारीत रक्कम ही कागदोपत्री पुराव्यावरून नागपूर जिल्हा मध्यवर्ती सहकारी बँकेत जमा आहे गु.र.न.१०६/२००२ कलम २१८, ४०६, ४०९, ४२०, ४६८, ४७१, १२० (ब), ३४ भादवि.हा गुन्हा न्यायालयात न्यायप्रविष्ट आहे. सदर अपहारीत रक्कम ही बँकेतील टेबीदाराची गंतवणूक आहे, ज्यामध्ये व-पाच गोरगरीब जमतेचा पैसा आहे. सदरची रक्कम २९९९३४५९९=०० रुपये नागपूर जिल्हा मध्यवर्ती सहकारी बँकेतून इकडे वर्ग होऊन जमा करण्याचा आदेश होणेस विनंती आहे.

सोवत सहपत्र :
फेरीस्त प्रमाणे

मा. माद
(बी.बी.डी.डी.)
पोलीस निरीक्षक
पोलीस ठाणे उस्मानाबाद शहर.

OR
Accused to say
Issue show-cause notice to
NDCC as to why said
amount should not be
ordered to be kept
either in cash or
ODCC Bank 10-10-2003

Long by
&
Compared by

TRUE COPY

12-8-16
मुख्य न्यायाधीश
मुख्य न्यायाधीश

Exh-132

D-1236

Exh-132

Exh-132



पोलीस ठाणे उस्मानाबाद शहर गुरनं. १०६/२००२ कसम ४२०, मादयि. वगैरे मधील आपहारीत रक्कम घर्ग करणे याबत. दिलेल्या अर्जासोबत जोडण्यात आलेल्या कागदपत्राची फेरीस्त आहे.

क्र.सं.	कागदपत्राचे नांव	दिनांक	संख्या	शेरा
१	मा.उच्च न्यायालयास दिलेले पत्र	२२/१/२००३	२	
२	२००२ रोजीची पो.क्र. रिमांड यादी	२६/८/२००२	३	
३	२००२ रोजी सि.आर.पी.सी.कसम प्रमाणे दिलेले पत्र	२८/८/२००२	१	
४	मा.उच्च न्यायालय मुंबई खंडपीठ औरंगाबाद येथे याचिका क्र. २३२/२००२ मध्ये देण्यात आलेले शपथपत्र.	३१/८/२००२	८	
५	दि. ११/११/२००२ रोजी विद्यमान न्यायालयास दिलेले पत्र	११/११/२००२	१	
६	महाराष्ट्र राज्य सहकारी बँक मुंबई येथील अधिकारी व कर्मचारी यांचे जबाब एवूण -----	२३/८/२००२	५	
७	उस्मानाबाद जि.म.स.बँक, नागपुर, जि.म.स.बँक, व मे.होम ट्रेडर्स यांचे म.रा.स.बँक, मुंबई येथील खाते उतारे	-----	५	
८	म.रा.स.बँक, मुंबई यांचे खाते उतारे नंदी बरोबर असल्याचे प्रमाणपत्र	-----	३	
		एवूण	३८	

५१३
२२/१०/०३.

येणे प्रमाणे आहे
(बी.बी.रुडी)
पोलीस निरीक्षक
पोलीस ठाणे उस्मानाबाद शहर.

Xerox ay
&
Compared by



12-3-06
मुख्य न्यायाधिकारी कार्यालय
उस्मानाबाद

D 1751

-വിരോധം. 5.2.2023

सति,

त्रि१३१

जान नृणां स्वायत्ततां काहे जा,

— कथापाठः — सुप्रभातम् — जीता शतं द्वादश

Exh-139

पं० का० लो० गो० उस्ताजादाह (का०) मुद्रण १९७८

बालम ५१० भावजि ताजिदे बालमि६ सिताकारि५.

॥ श्रीगणेशाय नमः ॥



• विद्यार्थी कक्षा में पढ़ते हैं विश्वविद्यालय

પોલિથિન ટાપો દુષ્કારી બનાવે છે (સત્ય)

महाराष्ट्र

स्वाध्याय चिन्ता वि निवेदिता काले.

106/2002 पालिका 190, 1901

काठमाडौं महानगरपालिकाको कार्यालय, काठमाडौं

महाराष्ट्र विद्या मन्त्रालय सं. विद्यार्थी सं.

गान्धि चरित्रे व्याख्या कर्तव्ये ॥ व्याख्यानार्थे सिद्धि

24.1.2023 पेन्सिल आर्क कागज गिरण (आहे) माहिती

ਅੰਤਿਮ ਪੁਰਾਣਾ ਜਾਨਤਾ ਹੋ. ਇਹ ਫ਼ੈਲੀ ਨਾਮੀ ਨ

சுவிஸ்-பாடு அக்காபாடு திரைப்படம் - கட்டு பாடு

विनाचिह्नि स्विष्टकृतिः स्वर्गः च त्वा केनोत्तर

ब्रह्माचारिणो विनियोगः स्वयंभुवः स्वयंभुवः स्वयंभुवः स्वयंभुवः स्वयंभुवः
 श्री गणेशाय नमः श्री गणेशाय नमः श्री गणेशाय नमः श्री गणेशाय नमः श्री गणेशाय नमः

रामेश्वर - अलायन्स राज्य स्व. चौक - मुम्बई - नैपे - अगा - अलायन्स

सत्यवत् हि अथ. १. अथ. २. दोषी ह्य। अथाप्यन्तत्वात् तदप्यत्र

भारत-पुस्तकालय संग्रहालय दिल्ली-पंजाब-उत्तर

Order _____

neutron is allowed

12/03

5/2/03.

हृदय प्रदाय
१५/१२/२३

Order
Production is allowed
in 5/2/03.

८५१०२

सं. १०००

0/281

ना. फ. त्या. पु. शा. 4181/१००३
पोलीस अधीक्षक कार्यालय
उस्मानाबाद दि. ०५/१७/२००३

प्रति,
मा. मुख्य न्यायदंडाधिकारी सो,
न्यायालय उस्मानाबाद यांना सविनय सादर

विषय :- पो. ठाणे उस्मानाबाद (शहर) गुरनं. १०६/२००२ कलम ४०६, ४०९, ४२०
भादवी वगैरे मधील अपहारीत रक्कम २९९९३४५९९=०० रु. वर्ग करणे बाबत.

संदर्भ :- पो. ठाणे उस्मानाबाद (शहर) ना.फ. २००३ दि. २२/०१/२००३ अन्वये

रिपोर्ट :- बी.बी. रेड्डी पोलीस निरीक्षक स्थागुशा, उस्मानाबाद.

-०००-

महोदय,

सविनय सादर विनंती की, विषयातील नमूद गुन्ह्यातील अपहारीत रक्कम २९९९३४५९९=०० रु. वर्ग करणे बाबत आम्ही हुा. न्यायालयात तर नमूद संदर्भान्वये दि. २२/१/२००३ रोजी अर्ज दाखल केला आहे. ज्याचेवर निर्णय झाला नाही.

अपहारीत रक्कम दिनांक उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँक उस्मानाबाद बँकेची असून सदरची रक्कम हि बँकेतील गोरगरीब शेतकरी ठेवीदारांची ठेव असून त्यांचे ठेवीतील रकमेतून नमूद अपहारीत रकमेचे व्याज यादत असून नमूद संदर्भान्वये दिलेल्या अर्जाचे अवलोकन होवून जलदगतीने निर्णय होणेस विनंती आहे.

मा. हुा. सादर

[Signature]
पोलीस अधीक्षक
उस्मानाबाद

TRUE COPY

[Signature]
१२-१-०३
मुख्य न्यायदंडाधिकारी यांना न्यायालय
उस्मानाबाद

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Exh-164

Exh-164

18/64

In the court of the Honble C.J.M. at
Osmanabad



C.C. NO. 398/12

State

VS

Pawan Raju Nimbal Kar & others

charge v/s. 409 of I.P.C.

List of documents

sr.no	Particulars of documents	date.
1)	A 200x copy of letter issued by manager of The Mah. State Co-op. Bank Ltd.	27-Dec-2012

05
 26/3
 2013

for accused

date: 26/3/2012

[Signature]
 (A.D.S. Barchade)

TRUE COPY

Xerox by
 &
 Compared by

12-5-26
 मुख्य न्यायाधीश की यांचे न्यायालय
 उपाध्यक्ष

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Exh-407

IN THE COURT OF THE HON'BLE CHIEF JUDICIAL
MAGISTRATE AT OSMANABAD

In the matter of R.C.C.No.398/2002.

State of Maharashtra

Vs.

Bhupalsinha @ Pawan Raje and others.

Under Section 218, 406 409, 420, 468, 471, 120 of I.P.
of Crime No.106 2002 of Police Station Osmanabad.

Application for discharge under Section 239 of Cr.P.C.

Herein the accused No.7 i.e. Sanjay Hariram Agrwal most
Humbly submit application for discharge as under :-

MAY IT PLEASE YOUR HONOUR

1. That, it is the case of prosecution that the Divisional Joint Registrar Co-operative Societies Latur has filed a complaint on 8/05/2002 at Police Station Osmanabad(City) thereby alleging that as per his office letter dated 26/04/2002 he appointed Mr. L. M. Pawar who was Special Auditor Class I of co-operative society i.e. Bank. Accordingly as per authority given to Mr. L.M. Pawar he completed the audit and contended that the Nagpur D.C.C. Bank on 31/01/2002 transferred the amount of Rs. 30/- Crores in account of Osmanabad D.C.C. Bank which was at Maharashtra State Co-operative Bank at Mumbai. It is further alleged that as per the then Chairman of Osmanabad D.C.C.Bank the amount of Rs.29,99,34,591-00 Ps was transferred and credited to the account of Home Trade Company Washi-Mumbai for purchase of Government securities through broker on 1/02/2002 and it is further alleged that as Chairman of D.C.C.Bank Osmanabad has not produced the receipt of purchase of Government Securities and thereby alleged that Chairman of Osmanabad D.C.C. Bank misappropriated the amount of Rs. 29,99,34,591/- and caused loss of Bank and thereby cheated the Bank. After receipt of this complaint the police authorities of Police Station Osmanabad (City) registered the Crime No.128/2002 against the Chairman of the Osmanabad District Central Co-operative Bank Osmanabad and thus started the investigation.

2. That, after investigation and while filing the charge sheet it is alleged by the prosecution that the accused No.1 to 10 gave a pre-planned cheating plan to cheat the D.C.C.Bank. It is further alleged the accused No.7 to 9 have established the company for purchase the Government securities and the said company is unauthorised. It is further alleged that accused No.10 who was chairman of Nagpur

C 16 05/01/02

D.C.C.Bank was knowing that Home Trade Company was not authorise for purchase of Government securities and thereby instigated the original accused No.1 and thereby the accused No.1 and 10 by their collusion decided to purchase the Government Securities from unauthorised company i.e. Home Trade. Accordingly the accused No.6 issued letter on 29/01/2002 about the transfer of funds from Nagpur D.C.C.Bank to Osmanabad D.C.C.Bank. Accordingly Nagpur D.C.C.Bank deposited Rs.30/- crores in the account of Osmanabad D.C.C.Bank at Maharashtra State Co-operative Bank Mumbai. It is further the case of prosecution that the amount of Rs. 30/- crores was transferred in the account of M/S Home Trade Ltd. Washi- New Mumbai and accordingly the amount of Rs.29,99,34,591/- is transferred in the account of Home Trade Company as alleged and Home Trade Company issued contract notes to accused No.3 with respect to Government Securities. It is also further alleged that the accused No.7 issued a cheque as mentioned in the charge-sheet and thus the prosecution also mentioning the charge-sheet that the accused No.1 to 6 have not obtained any permission from Co-operative Commissioner from obtaining deposits from D.C.C.Bank Nagpur and it is alleged that the accused No.1 to 6 paid the amount of Rs.29,99,34,59/- for purchasing the government securities to Home Trade by violating the rules and regulations of Reserve Bank of India without obtaining any permission and thus cheated to D.C.C.Bank and therefore the charge-sheet is filed against the present accused applicant and others Under Section 218, 406, 409, 420, 468, 471, 120 of I.P. C

3. That, from the charge-sheet it is clear that the prosecution have recorded the statement of near about 46 witnesses at the time of investigation and their statements are on record.

4. That, it is very material to note that there is no prima facie case against the present accused applicant so as to frame the charge against him.

5. That, the Home Trade Company is a duly registered as per the provisions of Securities and Exchange Board of India and there is registration in the name of Home Trade Ltd. As per stock brokers and Sub-brokers regulations 1992 and therefore on any count it cannot be held that the company of accused No.7 Sanjay Agrawal namely Home Trade is unauthorise in respect of transactions with respect to Government securities and therefore the allegations of prosecutions are baseless, irrelevant and the present accused No.7 and his Home Trade Company cannot involved in this crime. As Home Trade Ltd. Is registered as a Stock Broker and there is sufficient documentary evidence to that effect. The Home Trade Company is a member of

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Stock Exchange Mumbai(B.A.C) Then National Stock Exchange and
Pune Stock Exchange (P.A.CE) Home Trade is registered with SEBI
as Stock Broker mentioned as under :-

- a) BSE : INB 010624639
b) NSE : INB 230624638
c) PSE : INB 110624638

6. That, if the contract notes about Government securities
are perused it is clearly mentioned as under :-

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

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

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

An agreement between you and me all claims(whether admitted
or not) differences and dispute in respect of any dealing,
transactions and contract prior or subsequent to the date of
this contract (including any question whether such dealing,
transactions or been entered into or not) shall be
submitted to and decided by Arbitration in Bombay as provided
in the Rules, Bye-Laws, Regulations of the National Stock
Exchange of India Limited, Bombay.

Thus it is clear that the matter is purely of a civil nature
and in case of any dispute about the transaction the said dispute
is to be resolved by referring the matter to the Arbitration in
Bombay as provided in the rules, bye-laws and regulations of
the Stock Exchange of India Ltd. Bombay. Thus the delivery of
Government securities is purely a question of civil nature and
that cannot become the subject matter of criminal court and the
prosecution machinery have unnecessarily given the colour of
criminal nature and considering the contractual agreement the
dispute is within the jurisdiction of Bombay Court and it is
essential to refer to the Arbitrator and therefore the present
prosecution and against the accused applicant is unwarranted

and baseless. Therefore all the allegations of criminal nature cannot be proved even prima facie case and therefore the accused applicant is entitled to discharge from the charges levelled against him.

7. That, if the F.I.R. is perused there is no mention of accused applicant or his company and therefore the accused applicant is entitled to discharge. It is material to note that as under :-

The alleged default on the Part of the Company and Criminal Complaint :

During the period of 1999 to 2002, the Company issued contract notes to the various parties including co-operative banks in the capacity of NSE member for the Debt market transactions. The company honoured its commitment of delivering Government Securities from time to time. All these transactions were principal to principal trade and were neither reported to NSE nor routed through NSE terminal.

During April 2002 the company could not give delivery to few banks due to huge volatility in the Whole sale debt market. Therefore on of the clients M/S Nagpur District Co-Operative Bank registered a criminal complaint against the company Under Section 218, 406, 409, 420, 468, 471, 120 r/w 34 of I.P.C. The main charges against the company were.

1. The company fraudulently issued contract notes with Respect to Debt Market Trades without being a member of NSE.
2. The Company instead of using funds for buying Government securities diverted the funds for its own business expansion expenditure thereby misappropriated the amount received from the client.
3. The Company cheated its client by selling government Securities without having the same in its stock (short sale) on the date of issuance of contract notes.

The facts to be examined and evaluated.

A) In a couple of transactions the company issued contract Notes as a member of the Pune Stock Exchange. Per se the Pune Stock Exchange doesn't deal in Government securities. However, aggrieved party filed a complaint against the

12/15
EX-12
12/15/15

company in the Pune Stock Exchange for non delivery of the Government securities for which consideration was already paid. All these trades were neither reported to nor routed through PSE. However, since the Company was a member of PSE, the exchange took cognizance of the contract notes and passed an arbitration award in favor of the complainant. This established that merely non-routing and non-reporting of the trades to the stock exchange doesn't invalidate the contract notes issued by the member. At the most, it can be treated as an irregularity on the part of the member.



B) The other important fact that there is considerable difference in the debt market transactions per day volume reported by NSE with the per day volume reported by Public Debt Office (PDO) of RBI. The volume reported by RBI's PDO is higher than the volume reported by NSE. This indicates that not all the trades relating to debt market were routed and reported to NSE by its members. All these deals were a part of 'off market trades' or what is called as 'C group trades'. Most of these deals were on principal to principal basis. These trades were never invalidated and no action was taken against the member for this violation or irregularity.

C) It is very important to understand the procedure and the practice followed by the Brokers/ the company in execution and completion of the debt market transactions.

1. After receiving an enquiry from the client, the Company used to send them quotation, clearly mentioning the delivery period.
2. After getting confirmation from the client, the Company used to issue deal confirmation to the client and get their acknowledgment on the deal confirmation itself or by separate letter, Once the deal was confirmed the company issued contract note and party made the payment.
3. Based on the agreed delivery period and availability of the securities, the company would book securities in physical form from the banks at a competitive rate. Than send the security for conversion to RBI in electronic form (d-mat) or for split or for consolidation as per the requirement of the contract note and terms of the trade. Usually RBI take 30-45 days for conversion and split /consolidation. Therefore to avoid any dispute, the delivery period was agreed at the time of sending the

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quotation itself.

Most of the client with whom the Company used to deal, preferred to have the securities in the physical form. Therefore the company developed its niche in physical market. Normally, in debt market, government securities in SGL(D-Mat) form command premium compared to the same securities in physical form. The profit margin would improve if one buys securities in physical and sell/ deliver them after converting in SGL. Most of the brokers/clients were well aware about this market practice and the time lag involved in procurement and conversion. Therefore, most of these deals were done without having securities on hand. In most of the cases procurement was done subsequent to deal confirmation and receipt of payment, which was an acceptable market practice.

The Company's credentials and track record.

The company was dealing in government securities since 1994-95. The annual turn over of the Company in debt market used to be in thousand of crores. The company never defaulted on its commitments. Most of the clients were dealing with the company for more than 3-5 years. The company never had any intention or motive to defraud the clients. If criminal complaint would not have been filed against the company, it would have honoured its commitments. Due to this criminal complaint, company's bank accounts and its officers were sealed this forced the company to shut down its business operations.

Effect of NSE taking cognizance of the contract notes issued by The Company.

If the validity of contract notes is established the various clauses mentioned in the contract notes will get invoked and therefore all the matters per forced will be referred to the arbitration committee of the NSE with jurisdiction being Mumbai. This will ensure speedy redressal and recovery as compare to civil cases. The most important facts are the company heavily invested in the knowledge based assets especially in information technology and intellectual properties. The value of all these assets can be unlocked only with the active co-operation and the help of the management. The companies operating in the same segments and product line enjoy a market capitalization of more than Rs.2000/- crores. Thus if the assets of the company are well utilized it will definitely help in the initiating the repayment process which is

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the ultimate aim of all the proceedings initiated against the company.

Considering the above facts to be taken into consideration.

Thus in view of the observation made above it is clear that the Prosecution cannot be continue against the accused No.7 and Home Trade Company.

8. That, it is material to note that the following offences Under Section 218, 406, 409, 420, 468, 471, 120 of I.P.C. of the Ingredient are not proved by the prosecution.

9. That, if the statement of the witnesses are taken into consideration from the charge-sheet then it is evident that not a single witnesses have mentioned any criminal acts of the accused applicant. Thus this is dispute of Civil nature.

10. That, even as per the provisions of Arbitration and Conciliation Act 1996, SEBI Regulations Act, Company Act 1956, it cannot be said that accused No.7 has committed any criminal offence and therefore this is a fit case for discharge of the accused applicant.

11. That, if the charges levelled against the accused applicant in the charge-sheet are considered and the ingredients of offence taken into consideration then it is crystal clear that the prosecution has failed to prove the ingredients of Under Section 218, 406, 409, 420, 468, 471, 120 of I.P. C. and therefore the accused applicant is entitled to discharge.

12. That, even if the annual report, audit report, balance sheet or the relevant period are taken into consideration that will clearly indicate that the accused applicant have no any mala fide intention. Therefore the accused applicant is entitle for discharge.

13. That, if the Section 239 of Cr.P.C. is perused which runs as under :-

239. When accused shall be discharged :- If upon considering the Police report and the documents sent it under Section 173 and making such examination, if any, of the accused as the Magistrate thinks necessary and after giving the prosecution and the accused an opportunity of being heard, the Magistrate considers the charge against the accused to be groundless, he shall discharge the accused, and record his reasons for so doing.

The Hon'ble Court has got wide powers to discharge the

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accused when the defence establish that the charges levelled against him are groundless.

14. That, all other grounds which have not been specifically mentioned herein will be advanced at the time of final hearing.

HENCE IT IS PRAYED

That, the application may kindly be allowed and the accused applicant No.7 namely Sanjay Hariram Agrawal may kindly be discharged against the charges Under Section 218, 406, 409, 420, 468, 471, 120 of I.P.C. levelled against him.

Date :- 25/03/2008

ACCUSED No.7

Harimal

Through
M. K. Mittal
AC *Sanjay Hariram Agrawal*

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matter was adjourned on 2-3 occasions on the oral request of 1d. Adv. Sumi m.s. Patil for accused no.7 as he wanted to argue on this application. But today he is absent. Hence matter is now adjourned to 17/12/2013 for argument on this application on behalf of accused no.7 as a last chance.

15/12/2013
gm.



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Exh-529

IN THE COURT OF THE CHIEF JUDICIAL MAGISTRATE

OSMANABAD

CRIMINAL CASE NUMBER :398/2002

STATE OF MAHARASHTRA

V S

PAWAN RAJE NIMBALKAR AND OTHERS

Exh-529

SANJAY AGRAWAL
S/O OF HARI SABIJA STREET
AGE 42 YEARS
OCCUPATION BUSINESS

R/O 7 HARI SABIJA STREET,

KIDDERPORE, KOLKATA :70002..... Applicant

Vs.

State of MaharashtraComplainant

APPLICATION UNDER SECTION 181(4) AND 181(1) OF THE CODE OF CRIMINAL PROCEDURE

0
50 Apr 02 The applicant named above most humbly and respectfully submits as under :

1) That one Mr Pawan Raj Nimbalkar the then Chairman of the Osmanabad District Central Co-operative Bank had lodged a report against a) Sunil Kedar, the then Chairman of the Nagpur District Central Co-operative bank b) other responsible officers of Nagpur District Central Cooperative Bank and c) the directors and other office bearers of M/s Home Trade Limited, Mumbai. The said FIR was registered with MRA Marg Police station at Mumbai. Subsequently the matter was transferred to Economic Offences Wing (EOW) CB CID UNIT 1 Mumbai for further investigation.

2) In the meantime Divisional Sub Registrar Shri B. P. Rathod, Cooperative Societies, Latur Maharashtra State lodged the complaint with the Senior Police Inspector, Osmanabad City Police Station and a case vide C.R.No. 106/2002 under Section 406, 409, 420 and 34 of IPC was registered against Shri Pawan Raj Nimbalkar, Shri Sunil Kedar, other directors and office bearers of Osmanabad District Central Cooperative Bank and Directors and office bearers of Home Trade limited, Mumbai.

3) Shri B P Rathod Divisional Sub Registrar in his report stated that Shri Pawan Raj Nimbalkar, the then Chairman of the Osmanabad District Central Cooperative bank was solely responsible for the loss incurred to the bank and he had connived with the Directors of Home Trade and siphoned off Rs.30 crores.

4) The matter was investigated by Osmanabad City Police Station and a Charge Sheet was filed under Section 218, 406, 420, 468, 471, 120B and 34 of IPC against Shri Pawan Raj Nimbalkar and others.

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5) It has been alleged by the prosecution in the Charge Sheet that during the period 29.01.2002 to 08.05.2002, Shri Pawan Raje Nimbaikar was the Chairman of Osmanabad District Central Cooperative Bank. Shri Arun Jimrav Deshpande, Shri Vinayak Digambar Malavade, Shri Harishchandra Kashinath Tambe, Shri Shiyaji Bhaurao More, Babu Nivartti Thorat were occupying senior post in the said bank. They entered into conspiracy with the applicant and two other office bearers of M/s HomeTrade Limited, Vashi, Navi Mumbai. The office bearers of HomeTrade Limited floated an unauthorized company, Shri Sunil Kedar, the then Chairman of Nagpur District Central Cooperative Bank knowing it fully well that HomeTrade was not the authorized Company to deal in government securities induced Pawan Raje Nimbaikar to buy government securities through Home Trade Limited, Mumbai. To facilitate this investment in government securities the Nagpur District Cooperative Bank gave a fixed deposit of Rs.30 crores to The Osmanabad District Cooperative Bank on 31st January, 2002. The said amount was transferred by NDCC (Nagpur bank) to ODCC (Osmanabad Bank) from its account with Maharashtra State Cooperative Bank, Fort, Mumbai. The said amount of Rs.30 crores was transferred into the account number 73/4701 of ODCC (Osmanabad Bank) with the same branch of Maharashtra State Cooperative Bank, Fort, Mumbai. During this period accused no 1 to 3 went to Mumbai and discussed with accused number 7 to 9 of Home Trade Limited about investment in Government Securities. It is alleged that after this discussion, on the instruction of the accused no 1 to 3, accused no. 4 transferred Rs.30 crores on 01.02.2002 from the account of Osmanabad District Central Cooperative Bank to the bank account of HomeTrade Ltd., Mumbai. Both these accounts were maintained with Maharashtra State Cooperative Bank, Fort Branch, Mumbai. The account no. of M/s Home Trade Limited was 3A/17031. In this account the said amount was transferred by way of telephone message sent by Osmanabad District Central Co-op Bank to Maharashtra State Co-op Bank, Fort Branch at Mumbai.

6) In the meantime, on 01.02.2002, M/s Home Trade Ltd., Mumbai, issued contract notes to Osmanabad District Central Coop Bank stating that they have purchased government securities worth Rs 29,99,34,591/- . All these contract notes were issued and executed at Mumbai. The differential between the amount received and the amount utilized for the purpose of the purchase of the government securities was refunded by Home Trade Ltd. by issuing account payee cheque for Rs65,174.94 from its account with The Maharashtra State Co-op. Bank, Fort Branch, Mumbai. The said cheque was issued in favour of ODCC (Osmanabad District Central Co-op Bank). The same was encashed by ODCC (Osmanabad Bank) by depositing the same in their account with Maharashtra State Cooperative Bank in Mumbai on 5/02/2002. Thus both the parties acted and accepted the transaction of government securities. It is further alleged that on the same date i.e. on 01.02.2002 Home Trade transferred Rs29,99,99,766/67 to Nagpur District Central Cooperative Bank into their account no 101/5751 with Maharashtra State Cooperative bank, Fort Branch, Mumbai.

7) It is further alleged in the charge sheet that Home Trade issued false contract notes to ODCC (Osmanabad Bank). It is alleged that on 20.04.2002 the accused no. 7, issued repayment cheque towards full and final settlement for Rs30,89,07,975/- in the name of Osmanabad District Central Coop Bank. The said cheque was issued from the bank account no 3A/17031 of Home Trade with Maharashtra State Cooperative Bank, Fort Branch, Mumbai. The said cheque was deposited by the Osmanabad District Central Cooperative bank in to their Bank account with Maharashtra State Cooperative Bank, Fort, Mumbai and the said cheque was returned unpaid.

Thus the wrongful loss was caused to the Osmanabad District Central Cooperative bank by the accused persons by misappropriating the

C-2/b

amount of Rs. 30 crores. Hence all the accused were charged under Section 28, 406, 420, 468, 471, 120B and 34 of IPC

8) That in view of the above mentioned factual aspect of the case the accused applicant humbly submits that no criminal case as alleged by the prosecution is maintainable in this Honorable Court and no charge can be framed against the accused applicant. Apart from this, the accused submits the strong objection to the jurisdiction of this Honorable Court and the maintainability of the case on the following grounds :

a) As stated by the prosecution, the entire transaction is completed at Mumbai and this fact is evident from the papers submitted by the prosecution in the charge sheet and for this purpose it is necessary to first consider the complaint lodged by Joint Registrar Cooperative Housing office at Lathur dated 8th May 2002. In the said complaint it is specifically mentioned that NDCC (Nagpur District Central Cooperative Bank) transferred the amount of Rs. 30 crores on 31st January 2002 in the current account of ODCC (Osmanabad District Central Cooperative Bank) which is in MSCB (Maharashtra State Cooperative Bank), Fort Branch, at Mumbai. It may also be noted that both the account of NDCC and ODCC where the funds were transferred from one account to the other were at MSCB Bank, Fort Branch, at Mumbai. Thereafter, ODCC (Osmanabad Bank) on 1st February, 2002, transferred the Rs.29,99,34,591 /- to Home Trade, Vashi, Mumbai in the MSCB bank account of Hometrade in Mumbai. Even special auditor report from the charge sheet as per the Prosecution Document also reflects the same position. Similarly, the first page of the Investigation Officer Mr. B.B.Reddy, also admitted that the entire transaction as alleged in the charge sheet took place at Mumbai and this fact is further corroborated by the report of the Deputy General Manager Mr. B. N. Thorat of ODCC (Osmanabad bank). The papers from the Charge Sheet which included the report of GM of ODCC (Osmanabad Bank) dated 5/02/2002 also reflects the same position.

b) Even the papers, letters and correspondence by Home Trade Ltd. which are enclosed in the charge sheet also clearly establish the fact, that the entire transaction took place at Mumbai. The contract note issued by the Home Trade Ltd. to The Osmanabad District Central Co-op Bank in respect of the Government Securities transactions also supports that these contracts are subject to Jurisdiction of Courts in Mumbai. Not only that, in the event of any claim of dispute, arising between the parties, then the matter shall be referred to arbitration in Mumbai and this as per rules and bylaws and the regulations of the National Stock Exchange of India Ltd., Mumbai. And these contract notes are also included in the charge sheet. Even the Bank Ledger Accounts and Extracts of ledger of the parties to the above transactions of their accounts in MSCB Bank in Mumbai also reflects the above mentioned position of the transaction being done in Mumbai.

c) Similarly in the Charge Sheet, the erstwhile Chairman Pawan Raje Nimbalkar, has submitted application dated 29th April, 2002 addressed to the Deputy Commissioner of Police, Economic Offence Wing, Crime Branch, CID Mumbai and in this application, he has specifically mentioned the following material contents "As the facts indicate, most of the events leading to the filing of this complaint have been taken place in Mumbai. We have maintained a current account in Mumbai, as have M/s Home Trade Ltd., and the Nagpur DCC bank Ltd. The offence of fraud and cheating have taken place in Mumbai and therefore we are approaching your goodself."

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d) Another material document submitted by the prosecution in the charge sheet is the root map of the outflow of the money and this root map clearly indicates that the entire transaction took place at Maharashtra State Co operative Bank Mumbai.

e) Similarly from the perusal of the charge sheet and statement of the witnesses that is more particularly of Saheb Rao Patil and other correspondence and papers, it is very clear that the transactions and the offence alleged is took place only at Mumbai and under such circumstances as per the provisions of section 181 (1) and section 182(1), the Criminal Court at Osmanabad has no Jurisdiction to try the present case.

f) It is pertinent to note that ODCC (Osmanabad Bank) has given a fax message to the Chief Officer of MSC Bank, Fort, Mumbai and thereby instructed the said bank to debit the alleged amount and credit to the account of Home Trade as mentioned earlier in their account at MSC Bank, Fort, Mumbai. From this entry it is crystal clear that the amount was paid by ODCC (Osmanabad Bank) at Mumbai and it was received by Home Trade at Mumbai and therefore the alleged offence is not committed at Osmanabad including the offences charged against the present applicant. There is no representation at Osmanabad nor the entrustment of the property at Osmanabad at any point of time by the present applicant and therefore with due respect, it is submitted that this Honorable Court does not get any jurisdiction to entertain and decide the present criminal case and it requires to be transferred at Mumbai.

g) Home Trade Ltd Mumbai issued a letter to ODCC (Osmanabad Bank) and thereby confirmed that it is holding the securities which were purchased under the contract notes and also confirmed to ODCC (Osmanabad bank) that the said securities will be delivered as early as possible to ODCC as they are received by Home Trade in physical form. Thereafter ODCC decided to sell of the purchased securities without taking the deliveries of the above securities and requested Home Trade that the above amount of the same from the sale of the Government Securities be given in form of cheque to them. The said cheque of Home Trade was issued by Home Trade from there MSC Bank, Fort, Mumbai and was deposited by ODCC in their MSC Bank, Fort, Mumbai. And therefore the Honorable Court at Osmanabad has no jurisdiction to try and decide the present case.

h) That in the meanwhile Home Trade Limited also refunded the surplus amount paid by the Osmanabad Co. op. Bank to Home Trade for the purchase of the Government Securities. The said amount was paid from the Home Trade's account with the Maharashtra State Co. op. Bank and the same was received by the Osmanabad Co op Bank into their account with the Maharashtra State Co op Bank at Mumbai., therefore also, this Honorable Court has no jurisdiction to decide the present criminal case

i) As stated above as per the understanding between ODCC and Home Trade, instead of Government Securities in physical form, ODCC decided to sale those Government Securities and thus the transactions were settled in monetary terms after selling the securities and accordingly Home Trade acted upon the instructions of the ODCC by issuing cheque to ODCC and ODCC acted upon the same by accepting the cheques and depositing that into their bank account with MSC Bank, Fort, Mumbai. And due to this reason, this Honorable Court has no jurisdiction to decide this present case.

Case 14
j) That the charges leveled against the present accused are improperly leveled by the Prosecution and the same are required to be tried by the Court at Mumbai.

k) That as per Section 181(4), any offence of Criminal Misappropriation or Criminal Breach of Trust may be enquired into or tried by court within whose local jurisdiction the offence was committed or any part of the property which is the subject of the offence was received or retained, or was required to be returned or accounted for, by the accused person.

l) And as per 182(1), the court within whose local jurisdiction, the property was delivered by the person deceived or was received by the accused person.

m) After the careful reading of the above two sections and after perusal of the Charge Sheet, this Honorable Court has no jurisdiction to try and decide the present case.

n) That the present accused applicant was unnecessarily made accused in several cases at several places and the present accused applicant is not conversant with Marathi language in view of residence and mother tongue in Kolkata, West Bengal and unfortunately meanwhile the accused applicant was detained in jail at Surat and Wardha and therefore, he was not having sufficient time to contact his advocate and to discuss about the contents of the charge sheet and about the further course of action. After release of the applicant from Wardha Jail, the accused applicant contacted his advocate and thereafter decided to file this application.

9) The present application is strongly supported by the provisions of section 181(4) and section 182(1) of Criminal Procedure Code and at the conclusion and the end of the trial if this legal aspect is concluded then, the purpose of conducting the trial would be defeated and abuse of the process of law would be avoided. And therefore this application is submitted in the larger interest of the fair trial as well as to follow the legal provision of law.

10) That all other grounds which have not been specifically mentioned in this application will be advanced at the time of final hearing of this application.

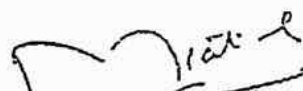
11) HENCE IT IS PRAYED:

a) that by invoking the provisions of section 181(4) and section 182(1) of Criminal Procedure Code, 1973 the Honorable Court may please pass the order of Transfer of the Entire Present Case to the Competent Court at Mumbai having jurisdiction to try the same by holding that this Honorable Court has got no jurisdiction to entertain and decide the present case.

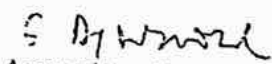
b) that during the pendency of the decision of this application, the further proceeding of this case be stayed.

c) to grant any other relief deemed fit and proper in the facts and circumstances of the case

Date : 30th August, 2013


Advocate Milind S Patil

Osmanabad


Accused Applicant No 7
Sanjay Hariram Agarwal

8/13

Case 18/13
j) That the charges leveled against the present accused are improperly leveled by the Prosecution and the same are required to be tried by the Court at Mumbai.

k) That as per Section 181(4), any offence of Criminal Misappropriation or Criminal Breach of Trust may be enquired into or tried by court within whose local jurisdiction the offence was committed or any part of the property which is the subject of the offence was received or retained, or was required to be returned or accounted for, by the accused person.

l) And as per 182(1), the court within whose local jurisdiction the property was delivered by the person deceived or was received by the accused person.

m) After the careful reading of the above two sections and after perusal of the Charge Sheet, this Honorable Court has no jurisdiction to try and decide the present case.

8) That the present accused applicant was unnecessarily made accused in several cases at several places and the present accused applicant is not conversant with Marathi language in view of residence and mother tongue in Kolkata, West Bengal and unfortunately meanwhile the accused applicant was detained in jail at Surat and Wardha and therefore, he was not having sufficient time to contact his advocate and to discuss about the contents of the charge sheet and about the further course of action. After release of the applicant from Wardha Jail, the accused applicant contacted his advocate and thereafter decided to file this application.

9) The present application is strongly supported by the provisions of section 181(4) and section 182(1) of Criminal Procedure Code and at the conclusion and the end of the trial if this legal aspect is concluded then, the purpose of conducting the trial would be defeated and abuse of the process of law would be avoided. And therefore this application is submitted in the larger interest of the fair trial as well as to follow the legal provision of law.

10) That all other grounds which have not been specifically mentioned in this application will be advanced at the time of final hearing of this application.

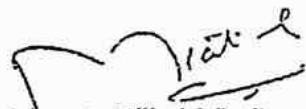
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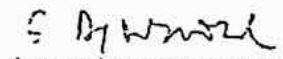
b) that during the pendency of the decision of this application, the further proceeding of this case be stayed.

c) to grant any other relief deemed fit and proper in the facts and circumstances of the case

Date : 30th August, 2013


Advocate Milind S Patil

Osmanabad


Accused Applicant No 7

Sanjay Hariram Agarwal

18/13

Exh-529

R.C.C.No. 398/2002.
State/Pawanraje & Others

ORDER BELOW EXH.529

In this case in all 10 accused are charge-sheeted for having committed alleged offences of criminal conspiracy (S. 120-B IPC), preparation of false record (S. 218 IPC), criminal breach of trust (S. 406 IPC), criminal breach of trust by banker (S. 409 IPC), cheating (S. 420 IPC), forgery for the purpose of cheating (S. 468 IPC) and using a forged documents as genuine (S. 471 IPC) r/w. 34 IPC. Out of said accused the accused Nos. 1, 2 and 6 have passed away and hence case against them stood abated. When the matter was fixed for framing of charge the accused No.7 has made this application Exh.529 with following prayers -

- a) that by invoking the provisions of section 181(4) and section 182(1) of Criminal Procedure Code, 1973 the Honorable Court may please pass the order of Transfer of the Entire Present Case to the Competent Court at Mumbai having jurisdiction to try the same by holding that this Honorable Court has got no jurisdiction to entertain and decide the present case,
- b) that during the pendency of the decision of this application, the further proceeding of this case be stayed,
- c) to grant any other relief deemed fit and proper in the facts and circumstances of the case.

2 Before dealing with the contentions raised in this application the prosecution case may be briefly narrated as under -

That all ten accused have hatched a criminal conspiracy to cheat the Osmanabad District Central Cooperative Bank Ltd. Osmanabad (for short "O.D.C.C. Bank") for Rs. 30 crores. Deceased

accused No.1 Pawanraje Nimbalkar was the Chairman of said ODCC Bank whereas deceased accused No. 2 was the General Manager, accused No.3 was the Chief Accountant, accused No.4 was Deputy Chief Officer and accused No.5 was Chief Officer, Administration and deceased accused No.6 was a Deputy General Manager of the said ODCC Bank. Accused No.10 Sunil Kedar was the Chairman of Nagpur Dist. Central Co-op. Bank Ltd., Nagpur (for short, "the N.D.C.C.Bank"). Accused Nos. 7 to 9 stated to be Directors of Home Trade Ltd., New Mumbai, an unauthorized broker. There was a collusion between accused No.1 and 10 to purchase Government securities through the said Home Trade. Thereafter on 31/1/2002 the N.D.C.C. bank got credited their 30 crores as a deposit in the account of O.D.C.C. bank maintained with Maharashtra State Cooperative Bank Ltd. Mumbai. Then on 1/2/2002 the accused No.4, Deputy Chief Officer of O.D.C.C.Bank, at the instance of accused No.1 and 3, unauthorizedly got credited the said 30 crores in the account of said Home Trade Ltd. for purchasing Government securities and on the same day Home Trade Ltd. got credited an amount of Rs. 29,99,99,766-67 ps. in the account of N.D.C.C.Bank with the Maharashtra State Co-operative Bank Ltd. Mumbai. Thus it is the case of prosecution that deceased accused No.1, Chairman of O.D.C.C.Bank and accused No.2 to 6 being main officer bearers of the said bank, without having prior permission from the Commissioner, Cooperative Societies, accepted a deposit of Rs. 30 crores from N.D.C.C.Bank and in violation of R.B.I. directions paid sum of Rs. 29,99,34,591/- to Home Trade for Government securities. Thus all accused, in furtherance of their common intention, have committed offences punishable under sections 120(B), 218, 406, 409, 420, 468, 471 r/w. 34 of I.P.C.

3 At the relevant time ODCC Bank, NDCC Bank and Home Trade were having their respective accounts with Maharashtra State Cooperative Bank Ltd., Fort, Mumbai (Apex Bank). The aforesaid transaction of 30 crores initially from the account of NDCC Bank to the account of ODCC Bank, transferring said amount from ODCC Bank account to the bank account of the Home Trade and again transferring said amount from the account of Home trade to the account of NDCC Bank, have taken place in the said Apex Bank. According to prosecution, Home Trade has issued contract notes to the ODCC Bank stating that they have purchased Government securities worth Rs. 29,99,34,591/-. For difference amount of 65409/- the Home Trade had issued cheque in the name of ODCC Bank which was encashed.

4 In this application Exh. 529 the accused No.7 has contended that as per prosecution story ODCC Bank and Home Trade had acted and accepted transaction of Government securities and even contract notes were issued at Mumbai. The said cheque of Rs. 65174 (it should be Rs. 65409/-) was deposited by ODCC Bank in their account with Apex Bank at Mumbai. According to accused No.7, in view of above factual aspects of the case no criminal case as alleged is maintainable in this Court and no charge can be framed against him. It is further contended that the aforesaid contract notes are subject to jurisdiction of Court in Mumbai. As per said notes any dispute arising between parties should be referred to Arbitration in Mumbai. Even the deceased accused No.1 in his written complaint dt. 29/4/2002 addressed to Deputy Commissioner of Police, Economic Office Wing, Crime Branch, CID, Mumbai, had alleged that events leading to filing of that complaint have taken place in Mumbai. There was no

representation at Osmanabad nor there was any entrustment of properties at Osmanabad at any point of time by accused No.7. It is also contended that ODCC Bank had decided to sell the purchased securities without taking the delivery and requested Home Trade to issue cheque of the sale proceeds of the securities. The said cheque was issued by Home Trade from the Apex Bank, Mumbai and it was deposited by ODCC Bank in that Bank. The aforesaid difference amount Rs. 65174/-by cheque was paid from the account of Home Trade with the Apex Bank, Mumbai and same was received by ODCC Bank in their account with Apex Bank, Mumbai.

5 According to accused No.7, in the above facts and circumstances of the prosecution case the charges leveled against him are improper and the same are required to be tried by the Court at Mumbai and this court has no jurisdiction to try and decide the presence case. The case, therefore, requires to be transferred to Mumbai in view of Sections 181(4) and 182(1) Cr.P.C. Accused No. 7 has also contended that since he has raised the point of jurisdiction it should be decided first.

6 Ld. A.P.P. has filed say at Exh. 534 and opposed this application, contending that the ODCC Bank by issuing their letter dt. 29/1/2002 from their office in Osmanabad showed their willingness to accept Rs. 40 crores as deposit from NDCC Bank. It is also contended that looking to the prosecution case, statements of witnesses and documents collected the offences in question have taken place at different places i.e. Osmanabad, Nagpur and Mumbai and therefore in view of Section 178 Cr.P.C. the Court at said places have got

jurisdiction to entertain and try the case. It is further contended that this application is made with a view to prolong the matter as accused No.7 had never raised the plea of jurisdiction in his discharge application Exh.407 which has been disposed of by order dated 7/8/2013. Lastly it is contended that this Court has very much jurisdiction to try the case.

7 In addition to the contentions raised in this application the Ld. Adv. Shri.M.S.Patil for accused No.7 has submitted that deceased accused No.1 had filed written complaint dt. 29/4/2002 with Mumbai Police as it was proper place for lodging FIR inasmuch as offences in question were committed in Mumbai. He further submitted that even as per prosecution case accused Nos.1 to 3 and Directors of Home Trade had discussed transaction in Hotel Oberai, Mumbai. It is also submitted that contract notes allegedly issued on behalf of Home Trade have clarified that dispute would be subject to jurisdiction in Mumbai. In the submission of Ld. Adv. for accused No.7, the said clause of jurisdiction would also make it clear that the parties have agreed on the point of jurisdiction. The entire episode had taken place at Mumbai and therefore there was no entrustment at all in Osmanabad. Relying on Ss. 181(4) and 182(1) Cr.P.C. Ld. Adv. has submitted that it is Court at Mumbai that got jurisdiction to try the case.

8 Per contra, Ld. APP has submitted that the transaction started when deceased accused No.1 talked to accused on phone. ODCC Bank issued letter dt. 29/1/2002 from Osmanabad to NDCC Bank, Nagpur for accepting deposit. In Mumbai, only the transaction of transfer of amount took place.

9 When the question of jurisdiction is raised it must be decided before the commencement of trial. Chapter XIII Cr.P.C. deals with the jurisdiction of the criminal Courts in inquiries and trials. U/s. 177 Cr.P.C. "Every offence shall ordinarily be inquired into and tried in a Court within whose jurisdiction it was committed." The word "ordinarily" in S. 177 means except in the cases provided in other sections to the contrary. Use of the word "ordinarily" indicates that the provision in S. 177 is a general one and must be subject to the special provisions contained in the Code. In K. Bhaskaran V/s. Sankaran (1999 (7) SCC 510) the Apex Court observed in para 12 that, the rule that every offence shall be tried by a court within whose jurisdiction it was committed, is not an unexceptional or unchangeable principle. Section 177 itself has been framed by the legislature thoughtfully by using the precautionary word "ordinarily" to indicate that the rule is not invariable in all cases. Section 178 of the Code suggests that if there is uncertainty as to where, among different localities, the offence would have been committed the trial can be had in a court having jurisdiction over any of those localities. The provision has further widened the scope by stating that in case where the offence was committed partly in one local area and partly in another local area the court in either of the localities can exercise jurisdiction to try the case.

10 In the instant case, admittedly ODCC Bank is having its head office in Osmanabad town from where the transaction started when that bank sent a letter dt. 29/1/2002 to NDCC Bank whereby it showed its readiness to accept Rs. 40 crores from NDCC Bank on interest @ 10 % per annum. Prosecution comes out with a case that there was conspiracy to cheat the ODCC Bank and due to offences in

question that bank suffered wrongful loss to the extent of Rs. 30 crores. After deposit of 30 crores from the account of ODCC Bank in the account of Home Trade the contract notes for Government securities worth Rs. 29,99,34,591/- stated to be issued. For remaining Rs. 65409/- the Home Trade issued a cheque to ODCC Bank which was then encashed and credited in the account of ODCC Bank. It further appears that since the O.D.C.C. Bank did not receive RBI receipts of Government securities from Home Trade the accused No.1 was insisting on Home Trade to return the amount. Accordingly, Home Trade issued a cheque of Rs. 30,89,07,975/- for returning amount to the O.D.C.C. Bank. But that cheque was dishonored. It further appears that the Home Trade never issued Government securities, it only issued contract notes.

11 It further appears from prosecution case that on 1/2/2002 accused No.8 got credited Rs. 29,99,99,766-67 ps from the above 30 crores received, to the account of N.D.C.C. Bank. According to prosecution, Home Trade has issued a false receipt to O.D.C.C. Bank, that the Home Trade is unauthorized company dealing in Government securities and that accused No.7 to 9 are its directors. Rs. 30 crores received from N.D.C.C. Bank by ODCC Bank hurriedly got transferred in the account of Home Trade who, in turn, immediately transferred to N.D.C.C. Bank and according to prosecution, this is nothing but a misappropriation of huge amount of Rs. 30 crores by the Chairman and Bank Officers of O.D.C.C. Bank and all accused have committed criminal conspiracy for misappropriation etc.

12 It further appears that the Investigating Officer has issued

notice under section 102 Cr.P.C. to freeze the said 30 crores which went in the account of N.D.C.C. Bank as it is a "stolen property" within the meaning of section 410 Cr.P.C. The N.D.C.C. Bank tried to contend that amount received from Home Trade was exclusively belongs to them as it was a sale proceed of their Government securities sold by Home Trade. But this contention was not accepted by the Hon'ble Bombay High Court while disposing of N.D.C.C. Bank's Criminal Writ Petition No.3/2005, disposed of on 13/3/2013 wherein Hon'ble High Court has observed that primarily, the said amount belong to O.D.C.C. Bank which has been illegally transferred to the account of N.D.C.C. Bank. Further, it does not appear that prior to investment of 30 crores through Home Trade in Government securities the O.D.C.C. Bank approved it in the meeting of Board of Directors. On 08/02/2002 a meeting of Board of Directors of O.D.C.C. Bank was held only for the purpose of discussion on the audit of 1999 to 2001 conducted by NABARD Bank as per Agenda of that meeting. The prosecution witnesses have told before Investigating Officer that in the said meeting except said subject on Agenda there was no discussion on any subject. According to prosecution, though there was discussion on the said sole subject in that meeting the accused Nos. 1 to 6 have prepared a false proceeding of meeting and it was tried to show that in the said meeting the subject of deposit of Rs. 30 crores by N.D.C.C. Bank and investment of that amount in Government securities through Home Trade was discussed and the said meeting has approved it. In the proceeding of that meeting it was also written that the said subject was proposed by the director Shivaji Gadhve and another director Uttamrao Tekale supported it and finally that resolution No.2 was passed. However, the said two directors have stated before I.O. that on 08/02/2002 there

was only one subject discussed in the meeting, however, their names have been shown in the proceeding for approval of said investment and it is not correct. According to prosecution, one Yashwant Parshsuram Giri, District Deputy Registrar, Co-operative Societies, Osmanabad also attended said meeting dated 8/2/2002 as a Government representative. He also stated before I.O. that in the said meeting after discussion on the inspection of NABARD was over he left the meeting.

13 Further case of prosecution is that again by writing false proceeding of the Board of Directors' meeting dated 11/3/2002 of O.D.C.C. Bank it was tried to show that the directors have approved the investment of 30 crores in the Government securities through Home Trade. The resolution to that effect stated to be proposed by the director Subhash More and supported by another director Rahul Mote. But these two directors have stated before I.O. that in the meetings on 8/2/2002 and 11/3/2002 there was no subject of investment through Home Trade but their names are falsely shown in the proceeding book.

14 One Nayumkhan Pathan is Junior Officer of O.D.C.C. Bank. He stated before I.O. that the proceeding of above meeting dated 8/2/2002 was written by accused No.5 who was Chief Officer of administration of O.D.C.C. Bank, that the accused No.5 got typed that proceeding from the typist Shri. Shaikh and it was kept in the meeting of 11/3/2002 and it was approved. The approved subjects then got written by accused No.5 from said Nayumkhan who then written it in the proceeding register which was then signed by deceased accused Nos. 1 and 6. This witness also stated that he has written proceeding at the instance of accused No.5 and the alleged resolution of

11/3/2002 about investment of 30 crores.

15 Thus, according to prosecution, every accused in this case has played important role while committing offences in question. At the relevant time the accused No.10 was Chairman of N.D.C.C. Bank. As per audit report of O.D.C.C. Bank on the basis of which present complaint was filed by Divisional Joint Registrar, Co-operative Societies, Latur, there were irregularities committed by O.D.C.C. Bank as previous sanction from competent authority was not obtained, that the bank did not verify whether Home Trade was authorized broker or not, that the bank was not having knowledge of members of Home Trade, no correspondence or agreement were made with Home Trade, that it was not verified whether Home Trade was a firm having RBI sanction, that the directives of RBI were not followed before making investment and RBI receipts have not been obtained from the Home Trade and thus, according to Auditor, the transaction of investment is illegal.

- 16 Section 178 Cr.P.C. provides for four contingencies -
- (1) When it is uncertain in which of several local areas an offence is committed ;
 - (2) where an offence is committed partly in one local area and partly in another ;
 - (3) where an offence is a continuing one, and continues to be committed in more local areas than one; and
 - (4) where an offence consists of several acts done in different local areas.

In any of the above four cases the offence may be inquired into or tried by a Court having jurisdiction over any of such local area.



17 Prosecution witness Sahberao Manikrao Patil was Junior Officer of O.D.C.C. Bank at the relevant time. In his statement under section 161 Cr.P.C. he stated that on 30/1/2002 accused No. 3 V.D.Malvade, Chief Accountant of O.D.C.C. Bank, had asked him to prepare list of deposits with Maharashtra State Co-operative Bank Mumbai. Accordingly, he prepared that list, collected receipts, cheques etc. at the instance of accused No.3 and both of them went to Mumbai by Car. In the guest house at Kulaba of said Maharashtra State Co-operative Bank there was accused No.1. Thereupon accused No.1, 3 and said witness Sahebrao Patil immediately went to hotel Oberai, met Subodh Bhandari i.e. accused No. 8 and other persons of Home Trade. There accused No.1 discussed with them about purchase of Government securities and thereafter they all came to the Maharashtra State Co-operative Bank. Sahebrao Patil then at the instance of accused No.1 made inquiry with the bank officers. On 1/2/2002 in Mumbai accused Nos. 1, 3, witness Sahberao Patil, accused No.8 and others of Home Trade found that 30 crores of N.D.C.C. Bank were credited in the account of O.D.C.C. Bank. Thereupon there was discussion between accused Nos.1 and 3 about the purchase of Government securities. Thereafter, they have contacted accused No.4 (Deputy Chief Officer of O.D.C.C. Bank) on phone and asked him to send telephone message to the Maharashtra State Co-operative Bank for transferring aforesaid 30 crores in the account of Home Trade. Accordingly accused No.4 from ODCC Bank in Osmanabad sent message whereupon that amount went in the account of Home Trade.

That time accused Nos. 8 and others of Home Trade, accused No.1 and 3 discussed about purchase of Government securities. Witness Sahebrao Patil then at the instance of accused No.1 went to the office of Home Trade at Washi for collecting receipts. The value of Government securities was 29,99,34,591/-. For remaining Rs. 65409/- the Home Trade issued a cheque to O.D.C.C. Bank. That cheque was then encashed and credited in the account of O.D.C.C. Bank.

18 Thus, sending message by accused No.4 from ODCC Bank in Osmanabad was one of the series of acts of offences in question. As per sections 182(1) Cr.P.C. the Court from whose local jurisdiction such message is received gets jurisdiction to enquire into and try the case. Therefore this Court has got jurisdiction to inquire into and try the case.

19 It may also be pointed out that a Court gets jurisdiction to try the case of criminal breach of trust or misappropriation if within the local jurisdiction of that Court any part of the property which is the subject of offence was received or retained, or was required to be returned or accounted for, by the accused person. This is provided in S. 181(4) Cr.P.C. which reads as under -

" Any offence of criminal misappropriation or of criminal breach of trust may be inquired into or tried by a Court within whose local jurisdiction the offence was committed or any part of the property which is the subject of the offence was received or retained, or was required to be returned or accounted for, by the accused person."

(emphasis supplied)

20 It appears from investigation papers that since ODCC Bank did not receive RBI receipts of Government securities from Home Trade that bank issued letters from time to time to Home Trade. The Home Trade then sent letters to ODCC Bank that securities and receipts would be sent as soon as received by it. However no receipts of securities were sent. Therefore, the deceased accused No.1 was insisting on Home Trade to return the amount to the bank. Accordingly Home Trade issued a cheque of Rs. 30,89,07,975/- for returning that amount to the bank. But that cheque was dishonored.

21 Thus, it appears from the prosecution case that ODCC Bank was insisting on accused Nos. 7 to 9, Directors of Home Trade, to return their money to their ODCC Bank in Osmanabad office or it be accounted for. That money is the subject of the offences in question. Home Trade was making correspondence and even intended to return money by sending cheques to the office of ODCC in Osmanabad. Therefore, Section 181(4) Cr.P.C. in fact, assists the contention of prosecution that this Court has jurisdiction to try this case.

22 It may also be pointed out that if the offence or offences committed by several persons are such that they may be charged with and tried together by virtue of provisions of S. 223 Cr.P.C. the offences may be enquired into or tried by any Court competent to enquired into or try any of the offences as provided in S. 184 Cr.P.C. Section 223 (e) Cr.P.C. reads as under -

"The following persons may be charged and tried together, namely :-

(e) persons accused of an offence which includes theft, extortion, cheating, or criminal misappropriation, and persons accused of receiving or retaining, or assisting in the disposal or concealment of, property possession of which is alleged to have been transferred by any such offence committed by the first named persons, or of abetment of or attempting to commit any such last named offence ;"

23 Thus, in the instant case considering the prosecution case and above quoted S. 223(e) Cr.P.C. this Court has jurisdiction to try the case.

24 Further it may also be pointed out that u/s. 179 Cr.P.C. a person accused of the commission of an offence is triable by the Court within the local limits of whose jurisdiction the act amounting to offence has been done or the consequence of that act has ensued. In the instant case, according to prosecution, due to offences in question it is the ODCC Bank having its main/head office in Osmanabad has suffered wrongful loss to the extent of Rs. 30 crores. Thus, the consequences of offences stated to be ensued in Osmanabad i.e. within the local jurisdiction of this Court. On this count also this Court has got jurisdiction to try the case.

25 Ld. Adv. for accused No. 7 placed heavy reliance on the written complaint which was lodged by deceased accused No.1 with Mumbai Police. But because of that complaint the jurisdiction of this

Court cannot be ousted.

26 Thus, considering all aspects of the matter with regard to the jurisdiction of the Court I am of the opinion that there is no merit in this application. Hence the following order.

ORDER

Application Exh. 529 stands rejected.

Date :- 23/10/2013.

(C.P.Gaddam)
Chief Judicial Magistrate
Osmanabad.



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मुख्य न्यायाधीश कार्यालय
उस्मानाबाद

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Exh - 606

1/23/12

IN THE COURT OF THE CHIEF JUDICIAL MAGISTRATE
OSMANABAD
CRIMINAL CASE NUMBER :398/2002

STATE OF MAHARASTRA
V/S
PAWAN RAJE NIMBALKAR AND OTHERS

Exh. 606

SANJAY AGARWAL
S/O OF HARIRAM AGARWAL
AGED ABOUT 47YEARS ,
OCCUPATION :BUSINESS ,
R/O 7 HARI SABHA STREET ,
KIDDERPORE ,
KOLKATA :70002

Exh-606

.....Applicant

State of MaharashtraComplainant

WRITTEN SUBMISSIONS ON DRAFT/PROPOSED CHARGES:

The applicant named above most humbly and respectfully submits as under :

1. The Investigating Officer (I.O.) had submitted copies of all the Contract Notes pertaining to the dealings in Government Securities between the Complainant and the Accused Company M/s. Home Trade Ltd. On the scrutiny of the Contract Notes the following facts emerge.

i. The Home Trade Ltd. had issued Contract Notes in its capacity as a member of the National Stock Exchange (NSE).

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ii. The said Contracts had been issued for the transactions undertaken by M/s. Home Trade Ltd. on "Principal to Principal" basis. It is clearly evident from the Contract Notes that the Counter Party in all these Transactions was "HOMETRADE". It is also evident from the Contract Notes that since Home Trade itself was seller of the Securities it had not Charged any Brokerage to the Buyer namely Osmanabad District Central Cooperative Bank and that why Brokerage column in all the Contract Note is Blank. Thus M/s. Home Trade Ltd. has acted as 'Principal' and not as 'Broker'.

iii. Since, M/s. Home Trade Ltd has not acted as 'Broker', no amount has been charged as brokerage in the Contract Notes of the said transactions. M/s. Home Trade's position /role in the instant transactions with the Complainant Bank was clearly communicated to the Bank by M/s Home Trade Ltd in its letter dated 31st January, 2002 , in the very first line of the said letter it was mentioned that Home Trade was a seller.

iv. To clarify further, the members of the Stock Exchange can act in different capacities. A member of the stock exchange can act as (i) Principal owner (ii) Broker (iii) Agent (iv) Jobber/market maker (v) Proprietary-Trader (vi) Arbitrager etc. In each transaction the role of the stock exchange member is decided at the time of entering into

the Contract with the counter party and accordingly
Contract Notes are being issued to the Counter Party
clearly mentioning the status of the member either as
principal or as Broker.

vi. The Contract Notes clearly reveal that against the amount received from the Complainant, M/s Home Trade Ltd had agreed to sell securities from its proprietary account. Thus in the instant transaction, M/s. Home Trade Ltd. was neither a broker nor an agent of the Complainant. Hence, the amount paid by the Complainant was not received and/or retained by M/s. Home Trade Ltd in a fiduciary capacity as a trustee (as Broker/Agent) of the Complainant. After the contract notes were executed by M/s. Home Trade Ltd in favour of the Complainant, M/s. Home Trade Ltd was under an obligation to deliver the securities which were purchased by the Complainants under the said contract notes. Thus after receipt of the amount from the Complainant, M/s. Home Trade Ltd became owner of that money and was free to utilize that funds. After entering into the said transactions and issuance of contract notes, the relationship between the Complainant and M/s. Home Trade Ltd. was that of 'Creditor' and 'Debtor'. From the foregoing discussion it is clear that the amount received from the complainant was not to be returned in specie by M/s Home Trade Ltd and M/s. Home Trade Ltd. was entitled to use, the amount in its own business as its own

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discretion. It is a well settled law that when a relation of 'Debtor' and 'Creditor' alone is created by the bailment of money, a civil liability is created. The criminal liability arises in addition to the civil liability when the beneficial ownership in the property is not transferred to the accused and he is placed under an obligation contractual or otherwise to utilize the money for the specific purpose for which it was handed over to him. In the present case, upon the facts as they appear from the records, a relation of 'Debtor' and 'Creditor' was created between the parties because the amount received from the Complainant at best can be treated as an Advance against goods. The beneficial ownership in the money so advanced to M/s. Home Trade Ltd. was intended to be transferred to it and it could not be said that it was intended that M/s Home Trade Ltd was to keep the money intact in their possession and make no use of it at all. Hence, in view of the foregoing discussion and documentary evidences, the provision of section 406 of IPC cannot be invoked and applied to the instant case. The main ingredients required to attract the provision of Section 405 and 406 of IPC are completely missing in the transactions under consideration, hence, the Petitioner be discharged from the charges of criminal breach of trust.



2. It is pertinent to note that simple cheating is punishable under sec. 417, but where there is delivery or destruction of any property or alteration or destruction of

D/23/11

any valuable security resulting from the act of the person deceiving then section 420 comes into operation. For an offence under this section:

(a) It must be proved that the complainant parted with his property acting on a representation which was false to the knowledge of the accused and that the accused had a dishonest intention at the outset.

(b) The intention to deceive should be in existence at the time when the inducement was made. Mere failure to keep up a promise subsequently cannot be presumed as leading to cheating.

In the F.I.R/ Complaint there is no allegation that the Petitioner had caused any deception. There is nothing in the Complaints to show that the Petitioner caused the Complainant to believe what was false or misleading as a matter of fact or lead them into error. In fact from the Complaints and the prosecution witnesses statements, it is very clear that the Petitioner had not made any representation much less the false representation nor he had ever visited the Complainant. Hence, there is not an iota of evidence against the Petitioner to bring home the offence of cheating.

3. It is pertinent to note that the charge sheet has been filed for the crime committed by the accused

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interalia under sections 406, 420 r/w 34 of IPC. It is well settled rule of law that an offence u/s 406 of IPC is in a way "Anti-thesis" of the offence u/s. 420 of IPC. In case for criminal breach of trust, the property is voluntarily kept in the custody of accused and in a case for cheating, the accused by adopting deceitful means induces the Complainant to part with property. Hence, it is well settled rule of law that an accused person can not be tried for the offence of cheating (u/s 420) and criminal breach of trust (u/s 406) in the same trial. The above ratio has be clearly stated by the Punjab and Haryana High Court , by Hon Justice J M Tandon, in the famous Case of P N Sehgal Vs Amar Nath which clearly states that the section 406 and 420 cannot be simultaneously applied . A copy of the judgment is annexed alongwith the application.

As far as the Petitioner is concerned, from the charge sheet papers it is clear beyond doubt that he has not made any representation of whatsoever nature to the Complainant. Hence, there is no evidence in the charge sheet to proceed against the Petitioner u/s. 420 r/w 34 of IPC.

3. The "Securities and Exchange Board Of India (SEBI)" had addressed one letter dated 9.8.2002 to Shri B.B.Porate, Dy. Superintendent of Police, State CID, Nagpur. In the said letter Deputy General Manager,

D/S 23

Secondary Market Department, SEBI had confirmed that M/s Home Trade Ltd. has been registered as a Stock Broker on Pune Stock Exchange (PSE), The Stock Exchange, Mumbai (BSE), National Stock Exchange of India Ltd. (NSE) and OTC Exchange of India (OTCEI). In addition to the said letter there is one more letter dated 7th October, 2002 addressed by Public Debt Office, Reserve Bank Of India to Shri K. B. Bele- Deputy Superintendent of Police, State CID (Crime), Nagpur. In the said letter it is confirmed by RBI that M/s. Home Trade Ltd is registered in RBI's books for its dealing in Government Securities vide registration No.6-H/82. Copies of the letters are marked as Exs ____ and ____.

From the said letter it is clear that the Contract Notes issued by M/s. Home Trade Ltd., as a member of National Stock Exchange to the Complainant were valid and enforceable.

4. From the above it is clear that no prima facie case can be made out against the Applicant u/s 406 r/w.34 and/or u/s 420 r/w 34 Of IPC.

5. In the charge sheet the Prosecution has relied upon the statement of Shri Sahebrav Manikrao Patil- employee of the Osmanabad District Central Cooperative Bank recorded by IO on 12.05.2002. From the statement it appears that the said PW was present on 31.01.2002 to

D/B24

01.02.2002 in Mumbai and in Maharashtra State Cooperative Bank, Fort Branch where the entire transaction between the ODCC Bank and M/s. Home Trade took place. As per the said PW on 1.2.2002 the ODCC Bank transferred Rs.30 crores into the account of M/s Home Trade Limited. It is further stated in his statement that after completing the money transaction with Home Trade, around 5.30 in the evening PW and Shri Malavade went to the Home Trade's office at Vashi New Mumbai. In the Home Trade's office they were given 5 Government Securities receipts aggregating to Rs. 29,99,34,591/- and one cheque of Rs.65,409/-. After receiving the said receipts and cheque they left Home Trade's Vashi office around 7.30-8.00 p.m. and from their they left for Osmanabad.

From the statement of the above PW it is very clear that the alleged offence of Cheating was completed during the Banking Hours on 1.2.2002 with the transfer of Funds into the Account of Home Trade Ltd at Fort Mumbai. Whereas the alleged forgery for cheating was committed between 5.30 p.m. to 7.30/8.00 p.m. at Vashi. Hence, to attract the provision of section 468 r/w 34 I.P.C. it has to be prima facie established that the documents were prepared before the alleged offence of cheating was committed. From the PW's statement it is very clear that first the alleged cheating was committed and

subsequently the allegedly forged receipts were prepared and used by handing over the same to the PW.

It would also be appropriate to clarify that the PW has completely misread the documents handed over to him at Vashi Office. The Documents claimed to be forged receipts are actually not the receipts but they are contract notes issued by M/s. Home Trade Ltd to Osmanabad Central Co-op. Bank Ltd.

6. Section 34 of IPC will not be attracted unless, first, it is established that a crime has been committed by several persons, second, that there was a common intention and a pre-arranged plan to commit an offence and third that there was a participation in the commission of the offence in furtherance of that common intention. In order to attract S.34 it is essential that several accused participate not only in design but also in action. For application of S. 34 IPC there should be prior meeting of mind and it must precede the criminal act and further there should be participation of all in furtherance of that common intention. It may be found that S.34 has used the expression criminal Act and not offence. The emphasis in S.34 is on the word "DONE". There can be a criminal act which cannot be cojointly committed by several persons e.g. forgery. In such a situation S.34 does not apply. If in such a case the criminal act is done by

DP/326
several persons it amounts to a repetition of the Criminal Act.

If the Act itself is not an offence S.34 goes out of the way. To constitute common intention it is necessary that the intention of each one of them was known to the rest of them and was shared by them. The Supreme Court has held that it is the essence of the section that the person must be physically present at the actual commission of the crime.

The accused must be physically present at the scene of the occurrence and must actually participate in the commission of the offence in some way or other at the time crime is actually being committed. The Leading features of this section is the element of participation in action and common intention. Two elements are necessary to fulfill the requirement of S.34. One is that the person must be present on the scene of occurrence and the second is that there must be a prior concert or a pre-arranged plan. Unless these two conditions are fulfilled, a person cannot be held guilty of an offence by the operation of S.34.

From the above it is clear that in the present case S.34 of IPC will be not be attracted as neither the FIR nor the PWs' statements show presence or participation of the accused applicant.

7. In the entire chargesheet there is ^{8/12/37} not a single ingredients to attract the offence u/s.465 and 471 r/w 34 of IPC.

8. In the entire chargesheet there is not a single ingredients to attract the offence u/s.120-B of IPC.

9. HENCE IT IS PRAYED:

- a. The Applicant be discharged from the present case from all the charges.
- b. To grant any other relief deemed fit and proper in the facts and circumstances of the case

Accused Applicant No 7
Sanjay Hariram Agarwal

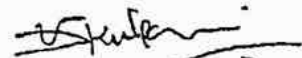
Date : 5th April ,2014

Advocate Milind S Patil
Osmanabad

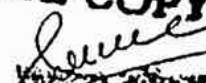


Adv. B. R. NANE
Osmanabad

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मुख्य न्यायाधीश यादव जी यादव न्यायालय
उस्मानाबाद



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पोस्टे उस्मानाबाद शहर
जा. क्र. 12018
दिनांक 06/08/2018

मा. मुख्य न्यायदंडाधिकारी साहेब,

न्यायानय उस्मानाबाद यांना सादर.

विषय - पोस्टे उस्मानाबाद शहर गुरनं १०६/०२ कलम ४०६, ४०९, ४२०, ३४ भादवि मधील मुददेमाल
हस्ताक्षर तज्ञाकडून आलेला अभिप्राय मुळ फाईल मध्ये समाविष्ट करणे बाबत.

रिपोर्ट - पोलीस निरीक्षक, पोलीस ठाणे उस्मानाबाद शहर.

महोदय,

सविनय सादर विनंती की, उपरोक्त विषयी य संदर्भान्वये सादर विनंती की, पोलीस ठाणे उस्मानाबाद शहर गुरनं १०६/०२ कलम ४०६, ४०९, ४२०, ३४ भादवि आरसीसी ३९८/०२ दि १४.०९.०२ यात विरुद्ध भूपालसिंह मधील घेण्यात आलेले सहयाचे व हस्ताक्षराचे नमुने राज्य दस्तऐवज हस्ताक्षर तज्ञ आरमानाबाद यांचे कडे तपासणी कामी पाठविण्यात आले होते. सदरचे हस्ताक्षर व सहयाचे नमुने तपासणी होवून परत आलेले खालील नमुद EX प्रमाणे तपासणी होवून आलेले आहेत. तरी सदरचे कागदपत्र मुळ फाईल मध्ये समाविष्ट होणेस विनंती आहे.

सोबत -

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|------------------|----|
| १) Ex no C ----- | ०२ |
| २) Ex no E ----- | १२ |
| ३) Ex no F ----- | १२ |
| ४) Ex no F ----- | १२ |
| ५) Ex no G ----- | १२ |
| ६) Ex no H ----- | ०६ |
| ७) Ex no I ----- | ०६ |
| ८) Ex no J ----- | १२ |

मा. सविनय सादर

0
Production is allowed.

[Signature]
8/4/2014
Gm

पोलीस निरीक्षक
पोलीस स्टेशन उस्मानाबाद(श)

TRUE COPY

[Signature]
सहायक अधीक्षक

मुख्य न्यायदंडाधिकारी यांचे न्यायालय
उस्मानाबाद

Xerox by
&
Compared by



Exh-641

Exh-641

can3
R.C.C.No. 398/2002.
State/Pawanraje & others.
Exh. No. 641

In view of order dt. 6/5/2014 below Exh. 1 the following charge is framed.

CHARGE

I, C.P.Gaddam, Chief Judicial Magistrate, Osmanabad hereby charge you accused -

- 
3. Vireyak Digambar Malvade.
Age 67 years, Occu. Retired.
R/o. Saraswati Niwas, Patel Chowk, Teli Galli, Latur.
 4. Harischandra Kashinath Tambe.
Age 63 years, Occu. Service.
R/o. Veer Sawarkar Chowk, Shalu Galli, Bhoom, Tq.
Bhoom, Dist. Osmanabad.
 5. Shivaji Bhaurao More.
Age 67 years, Occu. Service.
R/o. At Post Talmol, Tq. Omerga, Dist. Osmanabad.
At present resident of B/22, "Swapnakunj", Rajiv Gandhi
Nagar, Osmanabad.
 7. Sanjay Hariram Agarwal.
Age 48 years, Occu. Business.
R/o. 7 Harisabha Street, Khedarpur, Calcutta-23.
 8. Subodh Chand Dayal Bhandari.
Age 48 years, Occu. Chartered Accountant.
R/o. Flat No.402, Aprodite Co-op- Society, Devnar village
road, Chembur, Mumbai 400 088. (within Govandi Police
Station).
 9. Nandkishor Shankarlal Trivedi.
Age 46 years, Occu. Advocate.
R/o. 3-A, Pushpam, 6 Khandubhai Desai Road, Vile Parle,
(West), Mumbai, 56. (within Juhu Police Station)

[Signature]

// 2 //

10. Sunil Chhatrapal Kedar.
Age 53 years, Occu. Service.
R/o. Nagpur.

as follows -

1. That you accused above named along with deceased accused No.1 Bhupalsing @ Pawan Santajirao Rajenimbalkar, Chairman, Osmanabad District Central Co-operative Bank Ltd. Osmanabad, deceased accused No.2 Arun Jivanrao Deshpande and deceased accused No.6 Babu Nivrutti Thorat, Main Officers of said Bank, on or about 29/1/2002 at Osmanabad and Mumbai had agreed to do or cause to be done an illegal acts, namely, criminal breach of trust, making false documents, using them as genuine documents and ultimately to cheat the said O.D.C.C.Bank for Rs. 30 crores and besides the above agreement, did acts i.e. committed criminal breach of trust, cheated said Bank in pursuance of such agreement etc. and thereby committed offence punishable u/s. 120B of Indian Penal Code and within my cognizance.

2. That you accused Nos. 3 to 5 and deceased accused Nos. 1, 2 and 6 on or about 1/2/2002 at Osmanabad, being officers of O.D.C.C.Bank and in the way of business as bankers, were having dominion over Rs. 30 crores received from Nagpur District Central Co-operative Bank Ltd., Nagpur as a deposit, in furtherance of common intention of you accused Nos. 1 to 6, committed criminal breach of trust in respect of said 30 crores and thereby committed offence punishable under section 409 r/w. 34 I.P.C. and within my cognizance.

3. That you accused Nos. 7 to 9 being Directors or office bearers of Home Trade Ltd. Washi, New Mumbai, a company unauthorizedly dealing with Government Securities, on or about 1/2/2002 at Mumbai, being entrusted with ~~30 crores by Osmanabad District Central Co-operative Bank Ltd. Osmanabad~~ for purchasing Government Securities, in furtherance of your common intention and in furtherance of common intention with accused No.10,



4244
// 3 //

R.C.C.No. 398/2002.
State/Pawanraje & others.

 committed criminal breach of trust in respect of said Rs. 30 crores and thereby committed an offence punishable under section 406 r/w. 34 IPC and within my cognizance.

That you accused Nos. 7 to 9 during the period from February to May 2002 at Mumbai, in furtherance of your common intention, forged certain documents, viz, contract notes in respect of Government Securities, namely, Bihar SDL 2110, Sikkim 2090, Nagaland 2007, M.P. SDL 2007 and M.P. SDL, total worth Rs. 29,99,34,591/- intending that they shall be used for the purpose of cheating Osmanabad District Central Co-operative Bank Ltd. Osmanabad and thereby committed an offence punishable under section 468 r/w. 34 IPC and within my cognizance.

5. That you accused Nos. 7 to 9 during the period from February to May 2002 at Osmanabad and Mumbai, in furtherance of your common intention, fraudulently and/or dishonestly used as genuine the aforesaid contract notes which you knew or had reason to believe, at the time when you used it, to be forged documents and thereby committed an offence punishable under section 471-r/w. 34 IPC and within my cognizance.

6. That you accused Nos. 3 to 5 and deceased accused Nos. 1, 2 and 6 after two meetings of Board of Directors of Osmanabad District Central Co-operative Bank Ltd. Osmanabad held on 8/2/2002 and 11/3/2002 respectively at Osmanabad, in furtherance of your common intention, forged certain documents, viz, Proceeding Register of said meetings showing discussion and passing of resolution on the subject of purchase of Government Securities through Home Trade and approval to that purchase when, in fact, no such discussion was held nor passed any such resolution, and said forged documents was with an intention that they shall be used for the purpose of cheating and thereby committed an offence punishable under section 468 r/w. 34 IPC and



// 4 //

within my cognizance.

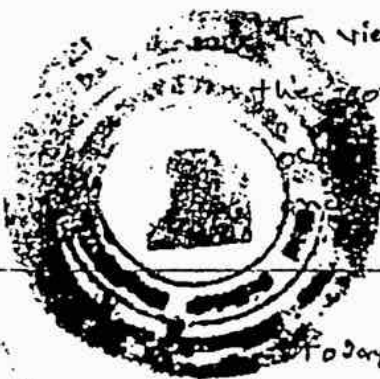
7. That you accused Nos. 3 to 5 and deceased accused Nos. 1, 2 and 6 after above meetings dated 8/2/2002 and 11/3/2002 at Osmanabad, in furtherance of your common intention, fraudulently and/or dishonestly used as genuine the aforesaid Proceeding Register of said two meetings which you knew or had reason to believe, at the time when you used it, to be forged document and thereby committed an offence punishable under section 471 r/w. 34 IPC and within my cognizance.

8. That you accused Nos. 3 to 5 and 7 to 10 on or about 1/2/2002 along with deceased accused Nos. 1, 2 and 6 at Osmanabad and/or Mumbai, in furtherance of common intention of you all accused including deceased accused, defrauded and cheated Osmanabad District Central Co-operative Bank Ltd. Osmanabad, by fraudulently and/or dishonestly inducing the said bank to deliver 30 crores belonging to that bank and thereby committed an offence punishable under section 420 r/w. 34 IPC and within my cognizance.

And I hereby direct that you be tried by this court on the said charge.

Date:- 8/5/2014.


(C.P. Gaddam),
Chief Judicial Magistrate,
Osmanabad.



In view to order passed today below Exh.1

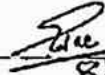
the contents to above charge are read

and explained to accused nos 3 to 5

and to 9 to which they pleaded not guilty.

TRUE COPY

 12-12-25


8/5/2014
Cm.

राज्यपाल अखिल
मुख्य न्यायाधिकारी कोषे न्यायालय
उपस्थित

Today the contents to above charge are

read over and explained to accused no. 10

Suresh Kedar to which he pleaded not guilty.

XEROX BY

Computerized page number 845
8/5/2014
931

EXH-642

RCC No 398/2002
State/ Pawanraje & others.
Exh. No. 642

STATEMENT OF ACCUSED No. 3.

My name is : Vinayak Digambar Malvade.
My husband's name : Digambar Malvade.
My age about : 67 years.
My Occupation is : Retired.
I am inhabitant of : Saraswati Nivas, Patel Chowk, Teli Galli,
Dist. Osmanabad. Latour.

Q.1 : Have you received the copies of police papers ?
Ans : Yes.
Q.2 : Have you understood the charge now read over
and explained to you in Marathi ?
Ans : Yes.
Q.3 : Do you plead guilty?
Ans : I do not plead guilty.

Date : 8 / 5 / 2014..

Before me,
8/5/2014
C.J.M. Osmanabad

प्रश्न-1 : तुम्हाला पोलीस कागदपत्राच्या नक्कला मिळाल्या काय ?
उत्तर : होय.
प्रश्न-2 : तुम्हाला तुमच्यावर ठेवण्यात आलेला आरोप वाचून
साखण्यात आला व तो तुम्हाला मराठीत समजवण्यात
आला तो तुम्हाला समजला का ?
उत्तर : होय.
प्रश्न-3 : तुम्हाला गुन्हा नव्हतं आहे का ?
उत्तर : मला गुन्हा नव्हतं नाही.

दिनांक : 8 / 5 / 2014.

Malvade
(आरोपी नं. 3)

समक्ष,
8/5/2014
मुख्य न्याय दंडाधिकारी
उस्मानाबाद

EXH-643

RCC No 398/2014
State Pawanraj & others
Exh. No. 643

STATEMENT OF ACCUSED No. 4.

My name is : Harischandra Kashinath Tambe.
My ^{father's} husband's name : Kashinath Tambe.
My age about : 63 years.
My Occupation is : Service.
I am inhabitant of : Veer Sawanrao Chowk, Shale Galli, Blawm,
Dist. Osmanabad. Tq. Blawm.

Q.1 : Have you received the copies of police papers ?
Ans : Yes.
Q.2 : Have you understood the charge now read over
and explained to you in Marathi ?
Ans : Yes.
Q.3 : Do you plead guilty?
Ans : I do not plead guilty.

Date : 8/5/2014.

Before me,

C.J.M. Osmanabad

प्रश्न-1 : तुम्हाला पोलीस कागदपत्राच्या नक्कला मिळाल्या काय ?
उत्तर : होय.
प्रश्न-2 : तुम्हाला तुमच्यावर ठेवण्यात आलेला आरोप वाचून
दाखवण्यात आला व तो तुम्हाला गरादीत समजवण्यात
आला तो तुम्हाला समजला का ?
उत्तर : होय.
प्रश्न-3 : तुम्हाला गुन्हा नमूद आहे का ?
उत्तर : मला गुन्हा नमूद नाही.

दिनांक : 8/5/2014.

(कोरोप्री नं. ४)

दिनांक,
मुख्य न्याय दंडाधिकारी
संस्मानाबाद

EXH-644
chud

RCC No. 398/2014.
State Police & officers.
Exh. No. 644

STATEMENT OF ACCUSED No. 5.

My name is : Shivaji Bhaurao More.
My father's name : Bhaurao More.
My age about : 67 years.
My occupation is : service.
I am an inhabitant of : H.P. Talmod, Tq. Amroga, Dist. Osmanabad.
Dist. Osmanabad, At present P.O. B-22,
"Shivajinagar", Rajiv Gandhi Nagar, Osmanabad.

Q.1 : Have you received the copies of police papers ?
Ans : Yes.
Q.2 : Have you understood the charge now read over
and explained to you in Marathi ?
Ans : Yes.
Q.3 : Do you plead guilty?
Ans : I do not plead guilty.

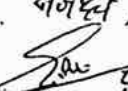
Before me,

Date : 8/5/2014 :


8/5/2014
C.J.M. Osmanabad

प्रश्न-1 : तुम्हाला पोलीस कागदपत्राच्या नक्कला मिळाल्या काय ?
उत्तर : होय.
प्रश्न-2 : तुम्हाला तुमच्यावर ठेवण्यात आलेला आरोप वाचून
दाखवण्यात आला न तो तुम्हाला मराठीत समजवण्यात
आला तो तुम्हाला समजला का ?
उत्तर : होय.
प्रश्न-3 : तुम्हाला गुन्हा कबूल आहे का ?
उत्तर : मला गुन्हा कबूल नाही.

दिनांक : 8/5/2014.

गोपनीय,

8/5/2014
मुख्य न्याय दंडाधिकारी
उस्मानाबाद


(अनारोपी नं. ५)

Exh-645
c/m

Exh-645

RCC No. 398/2002.
State / Powerage & others.
Exh. No. 645

STATEMENT OF ACCUSED No. 7.

My name is : Sanjay Hariram Agarwal.
My husband's name : Hariram Agarwal.
My age about : 48 years.
My Occupation is : Business.
I am inhabitant of : 7, Narisabla Street, Kledasapur,
Dist. Osmanabad. Kalcutra-23

Have you received the copies of police papers ?
Yes.

Have you understood the charge now read over
and explained to you in Marathi ?
Yes.

Ans :
Q.3 :
Ans : Do you plead guilty?
I do not plead guilty

Date : 8/5/2015.

Before me,
[Signature]
8/5/2015
C.J.M. Osmanabad

प्रश्न-1 : तुम्हाला पोलीस कागदपत्राच्या नवकला मिळाल्या काय ?
उत्तर : होय.
प्रश्न-2 : तुम्हाला तुमच्यावर ठेवण्यात आलेला आरोप वाचून
दाखवण्यात आला ते तो तुम्हाला मराठीत समजवण्यात
आला तो तुम्हाला समजला का ?
उत्तर : होय.
प्रश्न-3 : तुम्हाला गुन्हा नमूद आहे का ?
उत्तर : मला गुन्हा नमूद नाही

दिनांक : 8/5/2015.

S. M. W. W. W.
8/5/15
(कोरी पो नं. 5)



TRUE COPY

[Signature]
8/5/2015
मुख्य न्यायाधीशपदारी मागे न्यायालय
उत्पन्नकद

EXH-6469

RCC No. 398/2017
State, Pawamaje & others.
Exh. No. 646

STATEMENT OF ACCUSED No. 8.

My name is : Subodh Chand Dargal Bhandari
My husband's name : Dargal Bhandari
Age about : 48 years.
My Occupation is : Chartered Accountant.
I am inhabitant of : Flat No. 402, Apurite Co-op. Society,
Dindori, Dindori Village Road,
Dindori, Dindori - 400088. (Dindori P.S.)

Q.1 : Have you received the copies of police papers ?
Ans : Yes.
Q.2 : Have you understood the charge now read over
and explained to you in Marathi ?
Ans : Yes.
Q.3 : Do you plead guilty?
Ans : I do not plead guilty.

Date : 8/5/2017.

Before me,
[Signature]
8/5/2017
C.J.M. Osmanabad

प्रश्न-1 : तुम्हाला पोलीस कागदपत्राच्या नकला मिळाल्या काय ?
उत्तर : होय.
प्रश्न-2 : तुम्हाला तुमच्यावर ठेवण्यात आलेला आरोप वाचून
दाखवण्यात आला व तो तुम्हाला मराठीत समजवण्यात
आला तो तुम्हाला समजला का ?
उत्तर : होय.
प्रश्न-3 : तुम्हाला गुन्हा कबूल आहे का ?
उत्तर : मला गुन्हा कबूल नाही.

दिनांक : 8/5/2017

[Signature]
(आरोपी नं. 4)

8/5/17,
[Signature]
8/5/2017
मुख्य न्याय दंडाधिकारी
उस्मानाबाद

EXH-647
6/15/14

RCC No 79812ed
State Pawan Singh & Co. S.
Exh. No. 6

STATEMENT OF ACCUSED No. 9.

My name is : Handkishor Shankar Tareli.
My husband's name : Shankar Tareli.
My age about : 46 years.
My Occupation is : Advocate.
I am inhabitant of : 3-A, Pasham, 6 Khandubhai Desai Road,
Dist. Osmanabad, Vile Parle, (West)
Mumbai 56 (Tulu P.S.).

Q.1 : Have you received the copies of police papers ?
Ans : Yes.
Q.2 : Have you understood the charge now read over
and explained to you in Marathi ?
Ans : Yes.
Q.3 : Do you plead guilty?
Ans : I do not plead guilty.

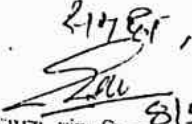
Before me,

Date : 8/5/2014


8/5/2014
C.J.M. Osmanabad

प्रश्न-1 : तुम्हाला पोलीस कागदपत्राच्या नक्कला मिळाल्या काय ?
उत्तर : होय.
प्रश्न-2 : तुम्हाला तुमच्यावर ठेवण्यात आलेला आरोप वाचून
दाखवण्यात आला व तो तुम्हाला गरादीत समजवण्यात
आला तो तुम्हाला समजला का ?
उत्तर : होय.
प्रश्न-3 : तुम्हाला गुन्हा कबूल आहे का ?
उत्तर : मला गुन्हा कबूल नाही.

दिनांक : / /

संगत,

8/5/2014.
मुख्य न्याय दंडाधिकारी
उस्मानाबाद


(आरोपी नं. 1)

EXH-653

4251

RCC No. 398/02

Exh. No. Exh. 653

STATEMENT OF ACCUSED No. 10

My name is : Sunil Chaturpal @ Babasaheb Keshav
My husband's name :
My age about : 55 years.
My Occupation is :
I am inhabitant of : Nagpur, Civil Line, 2.P.O. Chowk.
Dist. Osmanabad Patan Sawangi Tashil
Sawner Dist Nagpur

Q.1 : Have you received the copies of police papers ? Bt. 942208366
Ans : Yes.
Q.2 : Have you understood the charge now read over
and explained to you in Marathi ?
Ans : Yes.
Q.3 : Do you plead guilty?
Ans : I do not plead guilty.

"Before me"

Date : 9/5/14


9/5/2014
C.J.M. Osmanabad

प्रश्न-1 : तुम्हाला पोलीस कागदपत्राच्या नक्कला मिळाल्या काय ?
उत्तर : होय.
प्रश्न-2 : तुम्हाला तुमच्यावर ठेवण्यात आलेला आरोप वाचून
दाखवण्यात आला व तो तुम्हाला मराठीत समजवण्यात
आला तो तुम्हाला समजला का ?
उत्तर : होय.
प्रश्न-3 : तुम्हाला गुन्हा कमील आहे का ?
उत्तर : मला गुन्हा कमील नाही

दिनांक : 9/5/14



समक्ष,

9/5/2014
मुख्य न्याय दंडाधिकारी
उस्मानाबाद

ଆଣ୍ଡିଆ (୧୭୫) କାଗିଜି ଅନୁସନ୍ଧାନ ବିଭାଗ, ଓଡ଼ିଶା

[illegible]

૫૨૫૪

RCCNO. 398/02

૯૮૩૧૮/૫૧૭ વર્ગદા

તિથાપતિ નં. ૬૭૬

- 2 -

અદલતે કાલિદાસ પણ મળા દાલવતિને તે તેમ કારે
ને જલેજલ કારે તે તિથાપતિ ૬૭૬ વદ કારે.

કારોત્તી નં. ૩ નર્મ માનવે મંડ

ઉભા ન્યાય છુટ

હ વેલે કારે જી પ્રિયદિતિ મકમે જૂપાતે તિરે (૭)
ભંગાતી રોજે તિથાપતિ હ વાવતીશા: જગાકદાલ
કારેન હ મી માન્યાં કુમેલે કારે હ વેલે
કારે જી જી પવાલ મોળા જો કડીટ કુલેખલ
ભલકી કાલેશા-કિમે તે મી દાલવતે કુમેલે નાલીન-
હ વેલે કારે જી મી માન્યા પ્રિયદિતિ મકમે કારોત્તી
રોજે રોજેની કુલેખ પાવતી કિલ્લા નાલીન-હ મી
નમુદ કોમે કારે

કારોત્તી નં. ૮ નર્મ-જી કાર. કાર ગાલ કોડ

ઉભા ન્યાય છુટ

માદા રોજે તિથાપતિ રોજાતી આશ્વાત નાલી
મુંકરૂં લ્યોડ-કુલેખલ કારોત્તી નેશાતે લ્યોડ-
લક્ષ્મી ભદા માલીન નાલી. હ વેલે નાલી જી
લદલતી નમુદ રોજે તિથાપતિ આશ્વાત દવાક કાપાત
હોળા. હ વેલે કારે જી કોડી ભીલતી, કુલેખ
દોળ વેળા કાલેટ લેળા લગ્ન વેળા પિન્દલત
કાલેટ વેળા ૧૩ વેળા આશ્વાત કાલેટ લેળા.



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જિલ્લા દેખાતા રોલે વિગત દેખાતા રોલમાં
પરિપત્ર વ તિમમાંના ઉત્તરમાં સામે છે
દેખાતા રોલ નાથી. જે લેવે કારે ની કલવાત
પાલ સામા ભોલે ની વિગતમાં લે-વિગતમાં
મુદત મિત્ર આ પાલ લોગે. જે લેવે કારે ની
કલવાત પાલ સામેલ ની જેલ જેલ દિલ્લિયા
કે ૧૦/૬ પાલ ની પાલ જેલ નાથી. ની ૧૦/૬
દેખે કોલેલ સામેલ ની ૪૫/૨૦૦૨ મુંજી
દિલ્લિયા ૫/૫/૦૨ રોલ નોલેલ રોલમાં મળા
માલિત નાથી. નોલેલ સામેલ ની ૧૫/૦૨ થી.
૧૦/૬. ૧. માલિ પોલિયા જેલ મુંજી. જેલ લોલેલ
કાલ મળા માલિત નાથી.

કોલેલ નં. ૬ ની ૧૦/૬ પાલ ની ૧૦/૬

ઉત્તર પાલ જેલ

જે લેવે કારે ની ઉત્તરમાં જેલ નીલ જેલ-
વિગતમાં મુદત આ પાલ જેલ જે લેવે કારે
ની D.C.C જેલ મુંજી જેલ ૧૦/૬ ની જેલ-
લવાત કલમાં માલિત કારે. ની ૧૦/૬ કોલેલ
જેલ લંચાલેલ મંડલ જેલ સાલ જેલ પાલ જેલ જેલ
આ જેલ લોગે. જે લેવે કારે ની જિલ્લા થી
૫૧૧ રોલ માલિ વિગતમાં લાલ જેલ કારે. જે
લેવે લેવે કારે ની રોલમાં જેલમાં કોલેલમાં
જિલ્લા મળેલ જેલ જેલ નાથી.

જે ૧૦/૬ ની જેલ મુંજી માલિ વિગતમાં જેલમાં

ટ્રાન્સફર ઇન્ડીગ હોજી જાણનાર કા હે મળા
 લાગનાર મેન નાથી. લ્યોડ-લક્ષેન્ડ નાંક હે મળ
 લેફ્ટન કાર્ડ મળા ડિઝી પ્રકારને લ્યોડ-લક્ષેન્ડ
 કાર્ડ હે મળા માણી નાથી નલેપ મળા
 હોમ ટ્રેડલિ વદન માણી નાથી વે લ્યાંપ
 વ્યવહાર મળા માણી નાથી હે લેવે નાથી કા
 વ્યવહાર લર્વ મુંકડી મેચે કલમમામુકે ડભાગાકાડ-
 પો.લેશન મેચે ડિઝીડ ડેખાના કાચીકાડ નાથી.

કાલેકી નો. ૫ ને ૨૧/૫/૮૬

કાલેકી નો. ૪ યાંના ૩૦૨ નપાલ ડિઝીકાલ

ફે (૧૫/૬/૮૬)

ડિઝીડ ૨૫/૬/૮૬

કુ તિવેન લક્ષેન્ડ

મુલમ ન્યાગડેડાડાકા
 ડભાગાકા

Exh-676

Exh-676

RECNO-398/02
લલકાદી ૫૧૭ નંબર
દિવસી ૨૩ ૫. ૩
CIV. A/23/02

નિ.ક.
Exhibit No. ૬૭૬

Deposition of Witness No. 9 for the લલકાદી નંબર ૫૧૭ નંબર

મી વત્તારે પ્રતિજ્ઞાગ્રહણ કરતો છી
I do hereby on solemn affirmation that

મારું નામ My name	પિતાનું નામ Father's name
ધર્મ Religion	વ્યવસાય Occupation
વય મુજબ Age about	જિલ્લો District
વસવાટ Residence	

સરતપાસી
Examination-in-chief

લલકાદી નંબર ૫૧૭ નંબર

૨૦.૬

તિથિ ૨૫/૪/૦૨ રોજની ની લાગુ આ વિધાન
 વિધાનનું કલેક્ટરને લલકાદી લેખા લાગુ
 વિધાન લાગુ એકે આ પદાવલ નોંધવી રોજની
 માદમા વિધાનનું ૪ જિલ્લો આ નીક કલકાદી
 લેખાની કામગીરી દેવરેલે- કુલે લાગુ માવરિ
 કુલે કે લાગુ કામગીરી ચોક્કસ ઉપાધી
 હે માટે આ રોજની ૨૫/૪/૦૨ રોજની લેખા
 કોર્ટ (લેક) ની ૭ અંક પત્ર રેજીસ્ટ્રાર કલકાદી

ગિરિજા કૌંડ્યા જાગ જાવન. યીવી મુદમાલ નેવો.
 પરિશત ૩૭૭ કલવાલ રેને વાવન વિવેનિ કલોગ
 કાલિ. વાવન ની જીન પમામલે વ મેલીમગ મલે
 ગિરિજા મલમલે ૭૩ ડાગાકાડ. આંગળિ વાવે
 ગૌર ભવલ. મેલે કાવન વાવમા પ્રવિષ્ટ કામા
 હોમા લલને પન. હામ પન પવાલ કિરોધ નેવો.
 પરિશત ૭૩ મલો લલને પન રેભાગ કાલિ હોમે
 ભાંગલ પવાલ પાંગળિ ૭૩ મલે મેરુ નેવો
 પરિશત ૭૩ ભાંગલ ભાંગળિ ભામા કલવાલ કામા
 ૭૩ લાલ ડેમા. લલને કલવાલ મલે ૭૩ લાલ
 ૨૨,૨૨,૩૪,૫૨૭ | — આ ગૌર ભવલ. ન કલવાલ
 ડેમાને નમુર મેલે. લલને કલવાલ ૨૨/૪/૦૨
 રોગી કામા ૭૩ લાલ કલોગ કામા. ભાંગલ
 મલે પ. હામે ડાગાકાડ (૪૫૨) મેલે ૧૩૧ લાલ
 મેલે કાલ પ્રવિષ્ટ મલે લલને ભાલ માલ
 કલિ કાલે ક ની કલેલ કાલે ભાલ વિશાલ
 ૨૭૭ રેભાગ કામા ભાંગલ મલેલ કલેલ કાલે
 ૧૩૫ લોગ મલે કિરોધ નેવો પરિશત ૫૦ લાલ
 મેલે હોમે મલે કાલ લલ કલવાલ લાલ
 ભાલ પવાલ આંચી કલિ કાલે ભાંગલ મલે
 કલેલ કાલે ૧૩૧ લાલ ૭૩ વાવન વિશાલ
 ૭૩ વિવેલ લલને લેમા ભાંગલ આંચી મલે
 કલિલ પન વિવેલ ૨/૫/૦૨ રોગી કલિ.

સદને જાણીતા પત્ર મળ્યા વાલગિતે તે તેઓ
ને સંબંધ આવી તે ગિચાની ૬૭૬ નં આરે.

આરોપી નં. ૩ ને પાવળ નગર

ઉપર ન્યાય હુકમ

હું જાણું છું કે જો પુત્રીને મળે જુવાન તો તે
સંગતી રીતે જિવન જીવે તે અન્યથા; જાણવા
આરે હું મી માન્ય કેમકે આરે હું જાણું
આરે જો જો પાવળ માં જા જોડી રહેતો
તેવું જોડી- કિતે તે મી વાલગતે કેમકે જાણી-
હું જાણું આરે જો મી માન્ય પુત્રીને મળે આરોપી
રોડે રહેતો કેવળ પાવળ કિતે જાણી-હું મ.
જાણું કેમકે આરે

આરોપી નં. ૮ ને પાવળ નગર આર. આર. ગાડી નં

ઉપર ન્યાય હુકમ

માન્ય રોડે જિવન જીવનારો અન્યથા જાણી
મુંજી રોડે- કેવળ જાણી જાણી જાણી-
જાણી જાણી માણી જાણી. હું જાણું જાણી જાણી
જાણી જાણી રોડે જિવન માણી જાણી જાણી
જાણી. હું જાણું આરે જો જો જાણી જાણી જાણી
જાણી જાણી જાણી જાણી જાણી જાણી જાણી
જાણી જાણી જાણી જાણી જાણી જાણી જાણી

હું જેલ નાથી જી રાજકીય દબાવવા રવાના કરી મારી
કિશોર દાવણ વેળાં કરો.

કારોબાજો. ૧ મર્ચ ૦૨૦૨. શિવં મર્ડ

કોમલ નપાલ કુલ

હું જેલ કરે જી દાવણ કાગળ મળા બનાવિશું.
માલિક નાથી મળા કારીર કુલે ૧૯૦૧૦ માન
મળા વૈરાગ્ય માલિક નાથી. હું જેલ નાથી જી
રાજકીય દબાવવા વેળાં મારી કિશોર દાવણ વેળાં
હું જેલ નાથી જી મારી લોચ લાફ દિલો કરો.

કારોબાજો ૧૦ મર્ચ ૨૦૨૦ નવગોવર કુલ

કોમલ નપાલ કુલ

હું જેલ કરે જી, પદવાસ લલકારી જેલ મળે
કમાલો લલકાર મળે ના. લલકારી જેલ
મળે કમાલ નુલકારી મળે હું જેલ કરે જી
નાગપુલ કિ.સિ.સિ. જેલ ૩૦ રોડ લલકાર
કમાલો લલકારી જેલ કિ.સિ.સિ. જેલ લોચ

કારોબાજો. ૪ મર્ચ ૦૨૦૨. તોલ કુલ

કોમલ નપાલ કુલ

કોમલ કમાલો લાલ નપાલ કુલ
પવાલ મોના લોચીને ને મળા કારીર વેળાં
પવાલ મોના કિ.સિ.સિ. નપાલ કુલ
મળા લોચીને ને મળા પવાલ મોના-કમાલો
કિ.સિ.સિ. ૨૦/૪/૨૦૦૨ રોડ માલ માલ.

ક્રિમિનલ રોડે વિગત જોવાના રોજના
પાંડિપત્ર ની વિગતોના ઉમેરણ દ્વારા જે
જોવાના રોજના રાત્રી જે સંદેશને જોઈ અલગ
પાંડિપત્ર આપવામાં આવેલું નથી જિલ્લામાં જલ-વિજેશક
મુદત મળે ત્યાં પણ લોગો જે સંદેશને જોઈ
અલગ પાંડિપત્ર આપવામાં નથી લેવામાં આવેલું
જે ૧૨/૧૨/૧૧ ના પાંડિપત્ર મેળુ મળે, ની પાંડિપત્ર
દેખે સંબોધન ક્રાઈમ નંબર ૪૫/૨૦૦૨ મુંબઈ
ક્રિમિનલ ૫૧૫/૦૨ રોજના જોવાના રોજના મળે
માળીને રાત્રી મેળુ ક્રાઈમ નંબર ૩૫૨/૦૨ રા.
જોઈ જોઈ માળી પોલીસ દોષ મુંબઈ મેળુ લોગોદેખે
જોઈ મળે માળીને રાત્રી

જાણી નં. ૫ ને ૧૫ ૧૫ ૧૫ પાંડિપત્ર મુંબઈ

ઉમેર ના પાંડિપત્ર

જે સંદેશને જોઈ ઉમેરણ મેળુ વિગત મુંબઈ
વિજેશક મુદત ત્યાં પાંડિપત્ર કરે જે સંદેશને
મુંબઈ D.C.C. મુંબઈ મેળુ ૧૫.૧૫ ની. મુંબઈ
અલગ અલગમાં માળીને કરે. ની ૧૫; જોઈ. લો
મેળુ લંચાન મુંબઈ શાળામાં પ્રતિનિધિ મુદત
ત્યાં ઉમેરણ લોગો. જે સંદેશને જોઈ ક્રિમિનલ રા.
પણ રોજના મળે વિગત લોગો મેળુ કરે. જે
સંદેશને જોઈ રોજના મળે રૂબરૂ જાણીના
ક્રિમિનલ મળે મેળુ મેળુ રાત્રી

૧૫ ૧૫ ની. મુંબઈ મળે વિગત મુંબઈ

63 (04) 92 W

১০০০ টাকা
 ১০০০ টাকা

नियमित फौजदारी खटला क्र. ३९८/२००२
शासन वि. पत्राचार व इतर
नि.क्र. ६७६

-४-

सरकार पक्षातर्फे दाखल करण्यात आलेल्या नि.क्र. १२९/१ वरील अर्जाचे
आदेशावरून साक्षीदार क्र. १ बळीराम पन्सराम राठोड यांचा शपथेवर प्रदील
सरतापरा सरकारतर्फे विधिज्ञ श्री. एस.व्ही. शेवाळकर यांचे मार्फत:-

दिनांक २९.०४.२००२ रोजी मी लातूर येथे डिव्हीजनल जॉइन्ट
रजिस्टार, को.ऑप.सोसायटी, लातूर डिव्हीजन म्हणून कार्यरत होतो. त्यावेळी मी
उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेने दिलेल्या लेखापरिक्षण अहवालावर
विशेष अहवाल देणेसाठी म्हणून विशेष लेखापरिक्षक बँक, लातूर डिव्हीजन श्री.
एल.एम.पवार यांना दिनांक २६.०४.२००२ रोजी पत्र दिले होते. सदर पत्राच्या
अनुषंगाने श्री. पवार यांनी दिनांक २९.०४.२००२ रोजी विशेष लेखापरिक्षण अहवाल
सादर केला होता. सदर अहवालांमध्ये उस्मानाबाद जिल्हा मध्यवर्ती सहकारी
बँकेमध्ये रुपये २९ कोटींचा अपहार झाल्याचे नमुद केले होते. सदर अहवाल मला
दाखवल्यास मी त्यावरील सही ओळखू शकतो. साक्षीदारास दिनांक २९.०४.२००२
रोजीचा अहवाल दाखवण्यात आला. सदर अहवालावर विशेष लेखापरिक्षक श्री.
एल.एम.पवार यांची सही आहे. श्री. एल.एम.पवार हे आता हयात नाहीत. मी त्यांची
सही ओळखतो. विशेष लेखापरिक्षण अहवालावरील श्री. एल.एम.पवार यांच्या सहीस
आता नि.क्र. ९४५ देण्यात येत आहे.

उलटतपास आरोपी क्र. ३ तर्फे विधिज्ञ श्री. बी.एस. जगताप यांचे मार्फत:-

श्री. एल.एम.पवार यांना दिलेले दिनांक २६.०४.२००२ रोजीचे पत्र
फिर्याद सोबत दाखल केले होते किंवा काय हे मला आता आठवत नाही. मी
लेखापरिक्षण अहवालासंदर्भात उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेला भेट

प्रति

नियमित फौजदारी खटला क्र. ३९८/२००२

शासन टि. पदनाम जे. व. पुस्तक

नि. क्र. ६७६

दिली नाही. हे म्हणणे खरे नाही की मला लेखापरिक्षण अहवालाबाबत व्यक्तीस माहित नाही हे म्हणणे खरे नाही की सरतपासातील कथन खोटे केले आहे.

उलटतपास आरोपी क्र. ४ तर्फे विधिज्ञ श्री. एस.व्ही.तांबे यांचे मार्फत:-

उलटतपास आरोपी क्र. ३ तर्फे विधिज्ञ श्री. बी.एस.जगताप यांनी घेतलेला उलटतपास स्विकारत आहे.

उलटतपास आरोपी क्र. ५ तर्फे विधिज्ञ श्री. ए.डी.गवाट यांचे मार्फत:-

उलटतपास आरोपी क्र. ३ तर्फे विधिज्ञ श्री. बी.एस.जगताप यांनी घेतलेला उलटतपास स्विकारत आहे.

उलटतपास आरोपी क्र. ७ तर्फे विधिज्ञ श्री. एम.एस.पाटील यांचे मार्फत:-

हे म्हणणे खरे आहे की विशेष लेखापरिक्षक यांचे कार्यालय हे विभागीय नहनिबंधक सहकारी संस्था या आमच्या कार्यालयापासून स्वतंत्र असे आहे. हे म्हणणे खरे आहे की श्री. पवार यांनी लेखापरिक्षण करतेवेळी मी त्यांच्यासोबत नव्हतो. विशेष लेखापरिक्षक यांच्या दैनंदिन कामकाजावर आमची देखरेख नसते. हे म्हणणे खरे आहे की मी श्री. पवार यांच्यासोबत लेखापरिक्षणाचे काम केलेले नाही. मी साक्षीकामी न्यायालयात येईपर्यंत मला श्री. पवार हे मयत झाल्याबाबत माहित नव्हते. हे माझ्या लक्षात नाही की यापुर्वी मी श्री. पवार यांची सही ओळखतो असा जबाब कधी दिला आहे किंवा काय.

प्रश्न - तुम्ही श्री. पवार यांची सही ओळखता हे पहिल्यांदा न्यायालयात सांगत आहात, हे म्हणणे खरे आहे काय ?

उत्तर - यापुर्वी असा कधी प्रसंग आला काय हे मला आठवत नाही.

Flare

नियमित फांजदारी खटला क्र.३९८/२००२
शासन वि. पञ्चराज व इतर
नि.क्र.६७६

-५-

उलटतपास आरोपी क्र. ८ तर्फे विधिज्ञ श्री. आर.आर.गरड यांचे मार्फत:-

उलटतपास आरोपी क्र. ७ तर्फे विधिज्ञ श्री.एम.एस.पाटील यांनी घेतलेला उलटतपास
रिजेकारत आहे.

उलटतपास आरोपी क्र. ९ तर्फे विधिज्ञ श्री. व्ही.व्ही.शिंदे यांचे मार्फत:-

हे म्हणणे खरे नाही की मी सरतपासात नमुद केलेला मजकुर की "श्री.
एल.एम.पवार यांना दिनांक २६.०४.२००२ रोजी पत्र दिले होते. सदर पत्राच्या
अनुषंगाने श्री. पवार यांनी दिनांक २९.०४.२००२ रोजी विशेष अहवाल सादर केला.
सदर अहवालामध्ये उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेमध्ये रुपये २९
कोटींचा अपहार झाल्याचे नमुद केले", हा मजकुर फिर्याद देतेवेळेस पोलीसांना
सांगितला नव्हता तसेच यापुर्वी न्यायालयात साक्ष देतेवेळेस कथन केला नव्हता. हे
म्हणणे खरे नाही की वर नमुद मजकुर हा मी आज पहिल्यांदाच न्यायालयात कथन
करत आहे. हे म्हणणे खरे नाही की मी "श्री. एल.एम.पवार यांना दिनांक
२६.०४.२००२ रोजी पत्र दिले होते व सदर पत्राच्या अनुषंगाने श्री. पवार यांनी
दिनांक २९.०४.२००२ रोजी विशेष अहवाल सादर केला", हे सरतपासात खोटे
कथन केले आहे. हे म्हणणे खरे नाही की मी "सदर अहवालामध्ये उस्मानाबाद जिल्हा
मध्यवर्ती सहकारी बँकेमध्ये रुपये २९ कोटींचा अपहार झाल्याचे नमुद केले", हे
सरतपासात खोटे कथन केले आहे हे म्हणणे खरे नाही की विशेष लेखापरिक्षण
अहवालावरील सही श्री. एल.एम.पवार यांची नाही. हे म्हणणे खरे नाही की
एल.एम.पवार यांनी कधीही उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेचे विशेष

श्री. एल.एम.पवार

नियुगीत फौजदारी खटला क्र.३९८/२००२
शासन वि. पंचनराजे व इतर
नि.क्र.६७६

लेखापरिक्षण केले नव्हते व त्या अनुषंगाने कधीही विशेष लेखापरिक्षण अहवाल दिला
नव्हता हे म्हणणे खरे नाही की मी आजरोजी खोटी साक्ष देत आहे.

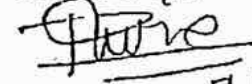
उलटतपास आरोपी क्र. १० तर्फे विधिज्ञ श्री. पी.एम. नळगावकर यांचे मार्फत:-

श्री. एल.एम.पवार यांना दिलेले दिनांक २६.०४.२००२ रोजीचे पत्र
आज मी सोबत आणलेले नाही. हे म्हणणे खरे आहे की श्री. एल.एम.पवार यांना
विशेष लेखापरिक्षक म्हणून नेमण्यात आले होते हे दाखवण्याकरिता आजरोजी
माझ्याकडे कोणताही पुरावा नाही.

उलटतपास पुर्ण

फेरतपास काही नाही

श्रवणोत्तर स्विकृती



(श्रीमती प्रज्ञा व्ही.मेंडे)

7/8/2025.

दिनांक - ०७.०८.२०२५

अति.मुख्यन्यायदंडाधिकारी, उस्मानाबाद

Exh-676

cl/200

R.C.C. No. 398/2002
Exh. No. 676

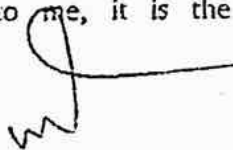
Deposition of witness No. 1 for State.

I do hereby state on solemn affirmation that:

My name is : Baliram Parasram Rathod.
Age about : 58 years.
Occupation : Retired.
Residence at : Pune.

Exam-in-Chief by Spl. P.P. Shri.B.N.Karanjkar for State.

On 26/4/2002 I was working as Divisional Joint Registrar, Co-operative Societies, Latur Division, Latur. My duty was to inspect the working of, supervision and control and to inspect the record and give the guidance to the co operative societies in four districts existing in my division. On 26/4/2002 the letter was given to the Special Auditor (Bank) requesting to inspect the account of District Central Co-operative Bank, Osmanabad on certain points and to give the report as news paper and media has reported about the fraud and misappropriation of money in District Central Co-operative Bank, Osmanabad. The said letter was issued to one L.M.Pawar, Special Auditor (Bank). Accordingly, the said Pawar inspected account of the bank and submitted the report. Thereafter he submitted the report to us. In the said report it was mentioned that the bank has committed the fraud and misappropriation of the amount of Rs. 29,99,34,591/-. The said report was submitted to us on 29/4/2002. Thereafter I submitted a complaint to the City Police Station, Osmanabad. Complaint now shown to me, it bears my signature, contents are true, it is at Exh. 677. I have also submitted the inspection report with the said complaint. The said report now shown to me, it bears the signature of Pawar, its contents are true. The Divisional Joint Registrar, Co-operative Society, Latur has given the authority on 8/5/2002 to me to file the complaint. The said authority letter now shown to me, it is the same, its contents are true, it is at



Exh. 678.

Cross.exam. by Adv. Shri.S.T.Tanwade for accused No.3

It is true to say that I have mentioned in my complaint that one Bhupalsing @ Sanrajirao Rajenimbalkar personally responsible for the said fraud. It is true to say that I have not filed on record any order directing Pawar to conduct the audit of the bank. It is true to say that I have mentioned in my complaint that accused though purchased securities but not submitted the receipts(RBI).

Cross.exam. by Adv. Shri.R.R.Garad for accused No.8

I have no knowledge about the securities. I have no knowledge about the Bombay Stock Exchange and National Stock Exchange. It is not true to say that anybody has pressurized me to file the complaint. It is true to say that the audit of the O.D.C.C. bank is conducted twice, one at official and another at internal. It is not true to say that due to the political pressure I filed this complaint.

Cross.exam. by Adv. Shri.V.V.Shinde for accused No.9

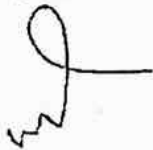
It is true to say that I have no personal knowledge about the incident. I have no personal knowledge about how to conduct the audit. It is not true to say that I filed this complaint under the political pressure. It is not true to say that I deposed false.

Cross.exam. by Adv. Shri.P.M.Nalegaonkar for accused No.10

It is true to say that if there is an excess amount in co-operative bank required to be deposited in co-operative bank only. It is true to say that Nagpur D.C.C. Bank has deposited the amount of 30 crores in Osmanabad D.C.C. Bank.

Cross.exam. by Adv. Shri.S.V.Tambe for accused No.4

I do not recollect for what period I asked Pawar to conduct the inspection of the bank. I don't know at what date Pawar has



c/261
// 3 //

R.C.C. No. 398/2002
Exh. No. 676.

conducted the inspection of the bank. The inspection report of Shri. Pawar was received on 29/4/2002. I was not aware at the time of filing the complaint which circular and the rules were contravened by the accused at the time of purchase of the security. It is true to say that when the inspection report was received I was working as the Divisional Joint Registrar. It is true to say that after receipt of the report I myself not personally visited the bank and taken the inspection of the record. I don't know whether before filing of complaint crime No. 45/2002 was registered at Mumbai on 5/5/2002. I don't know whether crime No. 158/2002 was also registered by M.R.A. Mark Police Station, Mumbai.

Cross.exam. by Adv. Shri.M.S.Patil for accused No.7

It is true to say that I also worked at Osmanabad as District Deputy Registrar. It is true to say that I also aware that District Central Co-operative Bank is having its own account in Maharashtra State Co-operative Bank at Mumbai. It is true to say that I was also working as a Representative of the Government on Board of Director of O.D.C.C. Bank. It is true to say that I filed the complaint only against the Pawanraje Nimbalkar. It is true to say that I have not mentioned the name of other accused in the said complaint. I cannot state whether the internal transfer entries can be made in Maharashtra State Co-operative Bank, Mumbai. I know the name of Stock Exchange. I don't know about the branches of the Stock Exchange. I don't know about the Home Trade and about their transactions. It is not true to say that as all the transactions was taken place at Mumari I have no right to file the complainant to Osmanabad Police Station.

Cross.exam. by Adv. Shri.A.D.Gapat for accused No.5

Adopted the cross-examination conducted on behalf of
accused No.4



// 4 //

Re-exam. Nil.

R.O. & A.C.

(U.T.Pol)

Chief Judicial Magistrate,
Osmanabad.

Date :- 25/6/2014.

25-6/14



In view of order on the application filed by the prosecution below Exh. 929/1, further examination-in-chief of PW-1 Baliram Parasram Rathod on oath by APP Shri. V.S.Shevalkar

On 29.04.2002 I was working as Divisional Joint Registrar Co-Operative Society Latur Division at Latur. At that time I had issued letter dt. 26.04.2002 to Spl. Auditor Bank Latur Division namely Shri. L.M.Pawar for submitting Special Report on the audit report submitted by Osmanabad District Central Co-Operative Bank. According to the said letter Shri. Pawar had submitted Spl. Audit Report on 29.04.2002. In the said report it was mentioned that there was misappropriation of Rs. 29 Crores in Osmanabad District Central Co-Operative Bank. I can recognize the signature on the report, if the report is shown to me. The witness is shown report dt. 29.04.2002. The said report bears signature of Spl. Auditor Shri. L.M.Pawar. Mr. L.M.Pawar is dead. I recognize his signature. The signature of Shri. L.M.Pawar on the Spl.Audit Report is marked at Exh. 945.

Cross examination of the witness by Adv. Shri. B.S. Jagap for Accused No. 3

I do not recollect as to whether I had filed the letter dt. 26.04.2002 given by Shri. L.M.Pawar alongwith the FIR. I had not visited the Osmanabad District Central Co-Operative Bank in respect of audit report. It is not true to say that I do not have personal knowledge about the audit report. It is not true to say that I have deposed falsely in my examination in chief.

Pawar

Cross- examination of witness by Adv.Shri. S.V.Tambe
for accused No. 4

Adopted the cross examination conducted by Shri. B.S.Jagtap advocate for accused No. 3.

Cross- examination of witness by Adv.Shri. A.D.Gapat
for accused No.5

Adopted the cross examination conducted by Shri. B.S.Jagtap advocate for accused No. 3.

Cross- examination of witness by Adv.Shri. M.S.Patil
for accused No.7

It is true to say that the office of Special Auditor is independent from our office i.e. Office of Divisional Joint Registrar Co-operative Society. It is true to say that I was not present alongwith Shri. Pawar at the time of conducting audit. We do not have supervision over the daily work of the Spl. Auditor. It is true to say that I have not done the audit work alongwith Shri. Pawar. I was not aware about the death of Shri. Pawar till coming to the court for giving evidence. I do not recollect as to whether I had given the statement prior to this that I recognize the signature of Shri. Pawar.

Ques- Is it true to say that you are deposing for the first time before the court you recognize the signature of Shri. Pawar ?

Ans - I do not recollect whether I came across such incident prior to this.

Cross- examination of witness by Adv.Shri. R.R.Garad
for accused No.8

Adopted the cross examination conducted by Shri. M.S.Patil advocate for accused No. 7.

Patil

Cross- examination of witness by Adv.Shri. V.V.Shinde
for accused No.9



It is not true to say that the contents of my examination in chief i.e. "I had issued letter dt. 26.04.2002 to Shri. L.M.Pawar. According to the said letter Shri. Pawar had submitted Spl. Audit Report on 29.04.2002. In the said report it was mentioned that there was misappropriation of Rs. 29 Crores in Osmanabad District Central Co-Operative Bank." were not stated by me to the police at the time of lodging FIR and also not deposed before the court at the time of giving my evidence. It is not true to say that I am deposing about the abovesaid contents for the first time before the court. It is not true to say that I have falsely deposed in my examination in chief that "I had issued letter dt. 26.04.2002 to Shri. L.M.Pawar. According to the said letter Shri. Pawar had submitted Spl. Audit Report on 29.04.2002." It is not true to say that I have falsely deposed in my examination in chief that "In the said report it was mentioned that there was misappropriation of Rs. 29 Crores in Osmanabad District Central Co-Operative Bank." It is not true to say that the signature on the Spl.Audit Report does not belong to Shri. L.M.Pawar. It is not true to say that L.M.Pawar had never conducted Spl. Audit of Osmanabad District Central Co-operative Bank and he had never submitted Spl. Audit Report in that respect. It is not true to say that today I am deposing falsely.

Cross- examination of witness by Adv.Shri. P.M.Nalegaonkar
for accused No.10

Today I have not brought alongwith me the letter dt. 26.04.2002 given to Shri. L.M.Pawar. It is true to say that today I

Pawar

am not having evidence to show that Shri. L.M.Pawar was
appointed as Spl. Auditor.

Cross examination completed.

Re-Examination: Nil

R.O. & A.C.

Pradnya

7/8/2025

Date:-07-08-2025

(Smt. Pradnya V. Medhe)
Jt. Addl.Chief Judicial Magistrate
Osmanabad.



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सहायक अधिवक्ता 12-3-26
मुख्य न्यायाधीश कार्यालय
उस्मानाबाद

Exh-677

जा.क. / प्रशासन/पो.केस/कॅम्प उस्मानाबाद/२/

कार्यालय,
विभागीय सहनिबंधक सहकारी संस्था, लातूर.
दिनांक :- ८/५/२००२.

Ex:-677

RCC No. 398/02
st/pavan & others.
proved in EvidenceR-R

CJM 25/6/14

प्रति,

मे. पोलिस निरीक्षक,
पोलिस ठाणे उस्मानाबाद (शहर)
उस्मानाबाद.

विषय : उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँक न. उस्मानाबादचे
चेअरमन श्री. भूपालसिंह उर्फ पवन संताजीराव राजे निबाळकर
यांचे विरुद्ध रुपये २९,९९,३४,५९१.०० चा अपहार केले बाबत
गुन्हा नोंद करणेबाबत.....

उपरोक्त विषयास अनुसरून सविस्तर फिर्याद सादर करतो की, या
कार्यालयाचे पत्र जा.क.प्रशासन/जिमस बँक/अर्थिक गैरकारभार/८१३/०२ दि.
२६/४/२००२ अन्वये उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेत रुपये
२९,९९,३४,५९१.०० चा अपहार झाल्याबाबत श्री. एल. एम. पवार विशेष
लेखापरिक्षक वर्ग-१ सहकारी संस्था (बँक) लातूर यांना तपासणी करण्याचा
अधिकार दिला. त्याप्रमाणे त्यांनी दि. २९/०४/२००२ रोजी सदर बँकेची
तपासणी केली. सदर तपासणीत त्यांनी असे नमूद केले आहे की, नागपुर जिल्हा
मध्यवर्ती सहकारी बँकेकडून दि. ३१/०१/२००२ रोजी महाराष्ट्र राज्य सहकारी
बँक मुंबई येथील उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेच्या चालू खात्यात रु.
३० कोटी जमा करण्यांत आले व रु. २९,९९,३४,५९१.०० होम ट्रेड याशी मुंबई
या दलाला मार्फत शासकीय रोखे खरेदी करण्यासाठी दि. १/०२/२००२ रोजी
देण्यांत आले होते. सदरचा व्यवहार बँकेचे चेअरमन श्री. भूपालसिंह उर्फ पवन
संताजीराव राजेनिबाळकर यांनी फोनवरून केलेला आहे. त्यांनी रोखे खरेदी
कडून बँकेस पावत्या दिलेल्या नाहीत. म्हणून रुपये २९,९९,३४,५९१.०० चा
अपहार केला आहे. त्यास बँकेचे चेअरमन श्री. भूपालसिंह उर्फ पवन संताजीराव
राजेनिबाळकर हे व्यक्तिशा जबाबदार आहेत. श्री. एल.एम. पवार लेखापरिक्षक
वर्ग-१ सहकारी संस्था (बँक) लातूर यांचा विशेष अहवाल सोबत जोडला आहे.
तरी उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँकेचे चेअरमन श्री. भूपालसिंह
उर्फ पवन संताजीराव राजेनिबाळकर यांचे विरुद्ध रुपये २९,९९,३४,५९१.००
चा अपहार करून बँकेस नुकसान पोहचविले व फसवणुक केली म्हणून त्यांचे
विरुद्ध पोलिस गुन्हा नोंद करणेसाठी रितसर फिर्याद देत आहे. ती खरी आहे.

(नी.पी.राठोड)

विभागीय सहनिबंधक
सहकारी संस्था

सोबत :-

- १) अधिकार पत्र एकप्रत.
- २) विशेष अहवाल एकप्रत.
- ३) संबंधित कागदपत्राच्या छायांकित प्रति.

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सहकारी संस्था

मुख्य व्यवस्थापकीय बाबे कार्यालय
उस्मानाबाद

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जा.क. / ले ५./कंप उ.बाद/२००२
कार्यालय,
विशेष लेखापरिक्षक वर्ग-१ सहकारी संस्था
(बैंक) लातूर दि. २९/४/२००२.

मा. विभागीय सहनिबंधक,
सहकारी संस्था, लातूर.

विषय :- लेखापरिक्षक करून विशेष अहवाल सादर करणे बाबत,
जिल्हा मध्यवर्ती सहकारी बँक लि. उस्मानाबाद.

संदर्भ :- आ.का.प.क.जा.क.प्रशासन/जि.म.स.बँक/आर्थिक गैरकारभार/ ०२
दि. २६/४/२००२.

उपरोक्त विषयी संदर्भीय पत्रानुसार आज दि. २९/४/०२ रोजी भेट
देवून संदर्भीय पत्रात नमुद मुये संबंधी रेकॉर्ड तपासून नुद्येनिहाय अभिप्राय
देण्यांत येत आहे.

१) बँकेकडून स्विकारलेल्या ठेवी :-

बँकेने नागपूर जि.म.स.बँक व आकोला जि.म.स. बँकेकडून खालील नमुद
केलेल्या तारखांना ठेवी स्विकारून त्या संबंधीचे बँकेच्या संचालक मंडळाची सभा
५.१.२००२ व ८.२.२००२ मध्ये सभेचा वृत्तांत नोंद घेतल्याने स्पष्ट होते.

बँकेचे नाव	व्याजदर	ठेवी स्विकारल्याची पावती	मुदत ठेवीची रक्कम	कालावधी
१) नागपूर जि.म.स. बँक	१३.१/२	५.१२.२००१	२०.०० कोटी	१२ महिने
२) नागपूर जि.म.स.बँक	१०%	३१.१.२००२	३१.०० कोटी	६ महिने
३) आकोला जि.म.स.बँक	१३.१/२	२३.११.२००१	२.०० कोटी	१३ महिने

वरील ठेवी स्विकारण्यासाठी बँकेने कोणतेही नियम तयार करून सक्षम
अधिका-यांची मान्यता घेतली नाही. सदर स्विकारलेल्या ठेवी पैकी बँकेने ३०
कोटी रुपये शासनाचे रोखे मध्ये गुंतवणूक करण्यासंबंधी भारतीय शिखर बँकेचे
परिपत्रक नं. आरपीसी डी/आरएफ/बी.सी./१७/अ-४/ १९९२.९३ दि.४.९.
१९९२ अन्वये एस.जी.एल.ची सवलत उपलब्ध असतांना त्यांच्या मार्फत खरेदी
करावयास पाहिजे होते. तसे न करता इन्टर बँक व्यवहारासाठी ब्रॉकरच्या सेवा
हास्तागत केलेली आहे. परंतू त्यासाठी नियमित पध्दतीचा अवलंब केलेला नाही.
यासाठी ६० ते ९० दिवस मुदत निश्चित करून त्या मुदतीत रोखे हास्तागत
करण्याचे निदर्शनास येते. परंतू य पध्दतीसाठी संचालक मंडळाने या बाबी
कोणतेही धोरण मान्य केल्याचे निदर्शनास येत नाही व या संबंधी कोणतेही
रेकॉर्ड बँकेच्या दफ्तरी उपलब्ध नाही. सदर रक्कम रु. ३० कोटी बँकेने
नागपूर जि.म.स. बँकेकडून दि. ३१.१.०२ ठेवीपोटी बँकेचे खाते क्रमांक
७३/४७०१/०१ या खाती वर्ग केले व नंतर फोनवरून सविश देवून सदर
रक्कम होम ट्रेडर्स वाणी मुंबई यांचे चालू खाते क्र.३ ए /१७०३१ या खात्यास
दि. १.२.२००२ ला वर्ग केले सदर रक्कम होम ट्रेडर्स वाणी मुंबई यांच्या खाती
वर्ग झाल्यानंतर त्यांनी खालील नमुद तपशिलाप्रमाणे रोखे खरेदी केल्याचे बँकेला
कळविले आहे व त्या संबंधीच्या पावत्या भारतीय शिखर बँकेकडून हास्तागत
करून ३०.४.२००२ पर्यंत उपलब्ध करून देण्याचे त्यांच्या कन्ट्रॅक्ट नोटवरून
मान्य केल्याचे निदर्शनास येते.

अ. क्र.	रोखे तपशिल	दर्शनी	किंमत (बाजारभाव)
१	१०.५२% बिहार एस.डी.एल. २०१०	१६००००००	१८५२८८५३३.३३
२	११.८५% सिक्कीम २०१०	९५०००००	११७५२१७२.९२
३	१३.५% नागालँड २००७	१८५०००००	२२९९५२६८.७५
४	१३.५ एम.पी.एस.डी.एल. २००७	६४००००००	७९५५१२००.००
५	१०.५२% एम.पी.एस.डी.एल. २०१०	३०००००	३४७६१६.००
		२५२३०००००	२९९२,३४५९९.००

वरील रोख्यात गुंतवणूक बँकेने रोख्याच्या दर्शनी किंमतीपेक्षा अधिक प्रमाणात गुंतवणूक केलेली आहे. त्या शिवाय त्यावरील व्याजाचे दर सुध्दा कमी आहे. बँकेकडून ठेवी स्विकारतांना बँकेने दिलेल्या व्याजाचा विचार करता बँकेला उत्पन्न होईल हे उघ्दीष्ट ठेवून गुंतवणूक करावयास पाहिजे होती.

या शिवाय ब्रोकर नेमतांना प्रचलीत पध्दतीचा अवलंब न करता नियुक्ती करण्यात आली आहे. तसेच त्यांनी ६० ते ९० दिवसात रोखेच भारतीय शिखर बँकेकडून पावती हास्तगत करून पाठविण्याचे कबूल केले असतांना आज पावतो ८९ दिवस झालेले आहेत. परंतु अद्याप बँकेला पावती प्राप्त झालेली नाही. त्यामुळे बँकेची निधी योग्य रितीने गुंतवण्यात आली नसल्याचे स्पष्टादिसून येते. या संबंधीचे बँकेने नोंद वही अद्यावत ठेवली आहे. त्यात बँकेने नोंद घेऊन त्यावरील व्याज वसूल दाखवून येणे दर्शविले आहे हि रक्कम रु. १,२३,९२,५३२.०० ३१.३.२००२ पर्यंत होणारी व्याजाची रक्कम आहे.

बँकेची सभा दि. ५.१.२००२ च्या वृत्तांत टिपणीत ठराव क्र.६ तपशिलात बँकेने संचालक मंडळाच्या निदर्शनास असे आणून दिले होते की, बँकेला ठेवीवर १५% व्याज पडत असल्यामुळे बँकेकडून ठेवी स्विकारणे आपल्या बँकेच्या दृष्टीने परवडणारे नाही. तरीही ठेवी स्विकारून सदर रोखे मध्ये गुंतवणूक करण्यात आलेली आहे. या बाबतीत अद्याप भारतीय शिखर बँकेच्या पावत्या बँकेस प्राप्त झाल्या नाहीत म्हणून सदर गुंतवणूक प्रमाणीत करता येत नाही.

नागपूर जि.म.स.बँकेकडून दि. ५.१२.२००१ ला बँकेने २०.०० कोटी रुपये ठेवी म्हणून व्याजदर १३.१/२% प्रमाणे १३ महिन्या करिता स्विकारलेल्या आहेत.सदर रक्कम बँकेने महाराष्ट्र राज्य बँकेच्या पगारदार पतपेढीच्या कर्ज खाती भरणा केल्याचे सांगितले आहे. परंतु बँकेकडून १३% दराने ठेवी स्विकारून बँकेने स्वतःच्या कर्ज खाती रक्कम भरणे योग्य वाटत नाही. सदर कर्जाचे व्याजदर १३.१/२% आहे.

अकोल जि.म.स. बँकेकडून रु. २ कोटी दि. २१.११.२००१ रोजी १३.१/२% व्याजदराने ठेवी स्वीकारून बँकेने स्वतःचे ओव्हर ड्राफ्ट रु. ३१४८५८३२.०७ होता. त्यापोटी भरणा केल्याचे निदर्शनास येते. ओव्हर ड्राफ्ट व्याजदर १३% आहे. १३.१/२% ने ठेवी स्विकारून १३% व्याजदराने कर्ज परत करणे हे बँकेच्या व्यवहाराच्या दृष्टीने योग्य वाटत नाही.

बँकेने दि. १३.२.२००२ रोजी ओमसाई इन्फायमेक्स प्रा.लि. राजीवनगर औरंगाबाद रोड उस्मानाबाद यांना रु. १० कोटीची बँक हमी दिलेली आहे.

मात्र या संबंधी नाबार्डचे मार्गदर्शक परिपत्रक व सुचना आहे त्याची पूर्तता केलेली नाही. तसेच बँकेच्या पोटनियमाप्रमाणे बँकेची हमी देण्याबाबत तरतुद नाही. व यासाठी बँकेने कोणतेही नियम तयार केले नाही.

सदर हमी देतांना बँकेने सदर फर्मला नाममात्र सभासद करून त्यांची रथावर असलेली मालमत्ता गहाण ठेवण्यांत आली. ज्याची मुख्य १९ कोटी रुपये आहे. मात्र सदर मालमत्ता बँकेच्या कार्यक्षेत्रा बाहेर आहे.

तसेच उस्मानाबाद जि.म.स.बँक यांनी वैयक्तिक कर्ज मर्यादा उल्लंघन करून व कोणत्याही प्रकारची हमी न घेता सोबत जोडलेल्या तक्त्याप्रमाणे १ ते ६ फर्मला रु. २९ कोटी नियमबाह्य कर्ज वाटप केले आहे.

रोख्यामध्ये गुंतवणूक करतांना खालील बाबीचे उल्लंघन केलेले आहे.

- १) दि. ३१.१.२००२ पुर्वी होम ट्रेडर्स वाणी मुंबई यांच्याकडे रोखे खरेदी करण्याबाबत कसल्याय प्रकारच्या पत्रव्यवहार व करारनामे झालेले नाहीत.
- २) होम ट्रेडर्स वाणी मुंबई ही फर्म आर.बी.आय मान्यता आहे किंवा नाही याची खात्री करण्यांत आली नाही. या बाबत आर.बी.आय. सक््युरिटी नं. आरपीसीडी/आरएफ बीसी-१७/९-४, ९२-९३ दि. ४.९.१९९३ गुंतवणुकी करतांना दखता घेतली नाही.
- ३) एक मध्यवर्ती सह. सं. दुस-या मध्यवर्ती सह. संस्थेमध्ये निबंधकाच्या परवानगी शिवाय ठेवी वा निधी गुंतवू शकणार नाही अशी परवानगी न घेता गुंतवणूक केली तरी झालेला व्यवहार बेकायदेशीर आहे.

होम ट्रेडर्स मुंबई हे अधिकृत नोंदणी झालेले ब्रोकर्स आहेत किंवा नाही याची खात्री केलेली नाही. तसेच या होमची अधिकृत बोर्ड मॅबरची यादी नाही. सदरील व्यवहारा बाबत विहित मुद्रांक शुल्काच्या दस्तऐवजवर करारनामा केला नाही. होम ट्रेडर्स मुंबई यांच्या कॉन्ट्रॅक्ट नोटवर उ.जि.म.स. बँके तर्फे श्री. व्ही. डी. माळवदे डेप्युटी चिफ ऑफिसर यांच्या सहया आहेत. अशा प्रकारच्या कॉन्ट्रॅक्ट नोटवर सहया करण्याचा अधिकार त्यांना नाही.

बँक ३१.१.२००२ला झालेल्या व्यवहाराचा जमाखर्च हे बूकास दि. २२.२.२००२ ला उशिरा करण्यांत आला आहे.

गव्हर्नमेंट सेक्युरिटीच्या पावत्या नसतांना गव्हर्नमेंट सेक्युरिटी म्हणून खालील खात्यास खालील प्रमाणे खर्च नोंदला दि. २२.२.२००२ जा डेबूक पान ३९४ गव्हर्नमेंट सेक्युरिटी २५२३०००००/-

- २) गव्हर्नमेंट सेक्युरिटीज अनामत ३९९६०००/-
व गव्हर्नमेंट सेक्युरिटी व्याज येणे म्हणून ९६६५५९१
रक्कम खर्च नोंदली आहे.

वरील रक्कमेच्या आर.बी.आय. रिसिट नाहीत.

सदरील रिसिट मागणी बाबत बँकेने ५.२.२००२, २०.२.२००२, १.३.२००२, ६.३.२००२, ३.४.२००२ च्या स्मरण पत्राने आर.बी.आय. रिसिटची मागणी केली आहे. परंतु त्या प्राप्त झाल्या नाहीत.

एकंदरीत वरील प्रमाणे गैरव्यवहार झाला आहे.
मै. साहेबास सविनय सादर.

604-945

विशेष परित्क वर्ग-१
सह.संस्था (बँक) लातूर

signature of Auditor is not there
date 15/11/2002
JH 15/11/2002

दि उस्मानाबाद जिल्हा मध्यवर्ती सहकारी बँक म. उस्मानाबाद.
वैयक्तिक कर्ज मर्यादा उलंघन वैयक्तिक कर्ज वाटप बाबत.

अ.नं.	कर्मचे नांव	प्रोप्रायटरचे नांव	कर्ज		तपशील
			मंजुरी दि.	रक्कम	
१	ओम जय देडींग कंपनी	श्री. नानासाहेब व्यंकटराव पाटील मु.पो. राजीव गांधी नगर, उस्मानाबाद शाळा जि.प. उस्मानाबाद.	८.१०.२००९	५००.०० लाख	ट्रेंडर खरेदी विक्री व्यवसायासाठी खेळते भांडवल वैयक्तिक कर्ज मंजूर केले. अर्जाबाबतीची जामीनबाराबेसीवर अथवाजंगम मातमलेचे तारण घेतले नाही. स्वतःचेबेबाकी प्रमाणपत्र सादर केले नाही. कर्जमागणीअपुने तारणावरकेली आहे. बँकेच्या धोरणानुसार मंजूर मर्यादेच्या रुपटमासमरता इतपत कर्जास तारण असण आवश्यक आहे. नाबार्डच्या दिनांक १९.४.२०००चेउलंघन करूनकर्जवाटप केले आहे. कर्ज मागणी अर्ज आहे.
२	आनंदी मॉनिफॅक्चरींग कंपेनीबी-२३ एमआयडीसी उस्मानाबाद	श्री. नानासाहेब व्यंकटराव पाटील बी-२३ एमआयडीसी उस्मानाबाद	८.१०.२००९	२००.००	खेळते भांडवल कर्जवाटप करणांना कोणतेही प्रकारचे स्वावरच जंगम तारण कर्जमातकचून वसैप जामीनदारा कडून घेतलेलेनाही. स्वतःचे बेबाकी प्रमाणपत्र दिले नाही. नाबार्डचे दिनांक १९.४.२०००च्या परिपत्रकाचे उलंघन करून कर्ज मंजूर केले आहे.
३	मे.साई इंजिनिअरींग कंपनी उस्मानाबाद बी-२३ एमआयडीसी उस्मानाबाद	श्री. सुधीर दादाराव देवमुख मु.पो. पोहनेर शाळा आनंदनगर, उस्मानाबाद.	८.१०.२००९	२००.००	टपार बैलगाडी, ट्रेंडर ट्रॅक्सीच्या उत्पादनासाठी खेळते भांडवल कर्ज मंजूर केले. कर्जास अर्जाबाबतीने पुरेसे तारण दिलेले नाही. तसेच जामीनदाराचे तारणघेतलेले नाही. स्वतःचे बेबाकी प्रमाणपत्र सोलापूर जन्ता बँक, स्टेट बँक ऑफ हैद्राबाद व नागरीसह.बँकाचे प्रमाणपत्र दिलेले नाही. दिनांक १०.४.२००९ चे प्रमाणपत्रातील सुचनांची पालन न करणा कर्ज वाटप केले आहे.

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१. आमि डेडींग कम्पनी प्रा. लि. उस्मानाबाद.	१०.४.२००२	रु. ६००.००	वैयक्तिक घाटासाठी कर्ज मंजूर केले आहे. संवदीतप्रकारावर पाहिली शिफारस नाही. स्वावर अवयवजंगम तारण घेतले नाही. १ ते २१ कर्ज अटीची पूर्तताकेली नाही.
५. हेरल हफ्तास्टुक्क प्रा. लि. उस्मानाबाद.	१०.४.२००२	रु. ६००.००	वैयक्तिक कर्ज लेवले भांडवलासाठी कोणत्याही प्रकारचे जंगमव स्वावर मासमरता तारण घेतले नाही. नाबडिच्या १९.४.२००० च्या पत्रातील अटीचे उल्लंघन भकन कर्जवाटप केले आहे.
६. ओम जयसाई हफ्तास्टुक्क प्रा. लि. उस्मानाबाद.	१०.४.२००२	रु. ८००.००	शिजु लोन सिर्कोमच्या मंजूरी प्रवाच्या छायांकित (अप्रमाणित) पत्ती अघारे बँकेने कर्ज सहा महिन्यासाठी मंजूर केले आहे. कर्जदाराने कोणतेही तारण दिलेले नाही. मुंबई येथील सिर्कोम लि केडे या संस्थाने रु. १००.०० घटाकोटी मागणी केली असता सीर्कोमने राष्ट्रीयकृत बँकेची हमी मागितली तीही संस्था वेदू शकत नसल्याचे या बँकेचे फळविले व त्याअघारे रुपये १०००.०० या मागणी केली. यापूर्वी बँकेने कारखाना हमीवर कर्ज रु. ९९८.८८ लाख आणि वैयक्तिककॅशक्रेडिट वित्तन कर्ज रु. ९३०.७५ लाख एकुण अशी १९२९.६३ लाखाकर्ज दिलेले आहे. त्यामुळे यापूर्वीच नाबडिच्या सुचनेचे वैयक्तिक कर्जवाटपाचे उल्लंघन झाले आहे. सरी पण रु. ८००.०० लाखाचे कर्जमंजूर केले आहे.
	एकुण :-	२९००.००	लाख

(..३..)	७ ओमसाई इन्फ्रास्ट्रक्चर्स प्रा. लि. राजीवनागर औद्योगिक रोड उस्मानाबाद.	१३.२.२००२	रु. १०००.०० लाख बँक हमी	बँकेने अभुवय को-अप-बँक म. मुंबई यांना रु. दहा कोटीची हमी देण्याच्या संदर्भात मा. वेअरमन साहेब यांनी दिलेल्या निर्णयानुसार अटीची पूर्तता केल्यानंतर हमी देण्यात येईल असे कळविले आहे. रयापूढी बँकेने याबाबतच्या हमीची एकूण मर्यादा स्वभांडवलालाच्या दरात असावी असे विनातारण हमी स्वभांडवलालाच्या २५ : वेळानंतर नसावी असे नाबार्डने कळविले आहे. याकरीता विनातारण हमी देऊ नये असे ही कळविले आहे. नाबार्डच्या सुचने प्रमाणे बँकेला रु. ३६.२२ लाखांपर्यंत हमी देता येते. आता पर्यंत बँकेने रु. १८.९६ लाखांची हमी दिली आहे. उर्वरित रु. १७.२६ लाख मर्यादा शिल्लक आहे. एवढी मोठी हमी देणे हितावासी वाटत नाही अशी टिपणी आहे. तरीही वेअरमन यांनी हमी देणे बाबत आदेश दिला आहे. जो अयोग्य आहे.  विशेष लेखापरिक्षक वर्ग-१ सह. स. (बँक) लाहूर
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उत्तमानाबाद जिल्हा मध्यवर्ती सह. बँकेचे कागदपत्र बाहेरील
कर्ज वाजप :-

- १) लोकमंगल अँग्रो इंडस्ट्रीज लि.
बीबी दारपळ सा. उत्तर सोलापूर
जिल्हा सोलापूर.

सदर कारखान्यास बँकेने दि. २.६.२००१ च्या पत्रान्वये संचालक मंडळाची
सभा दि. २.४.२००२ अन्वये रु २००.०० लाख रुपये अल्पमुदती स्वर्थ १८%
व्याजाने दि. ३१.३.२००२ मुदतीचे मंजूर केले आहे. सदरचे कर्ज वाटप करतांना
आद्यवत स्टॉक याची माहिती घेतली नाही. मालसारण खात्याही घेतली नाही.
कारखान्याचा ठराव नाही. अद्यावत आर्थिक पत्रके, गाळपाची व उत्पादनाची
माहिती, कारखाना नोंदणी प्रमाणपत्र साखर आयुक्तालय यांचा गाळप परवाना व
कर्ज काढण्याची परवानगी, तेरणा साखर कारखान्याकडून किती उस खरेवी
केला त्याची तोडणी वाहतूक व उस बील किती याची माहिती घेतली नाही.

सदर कारखाना हा खाजगी कंपनी कायद्यान्वये नोंदणी झालेली
आहे. या कारखान्यास सहकारी तरावर कर्ज मंजूरी देणे योग्य नाही. सदरचा
कारखाना बँकेच्या कार्यक्षेत्रात येत नाही. सदर साखर उद्योगास यापुर्वी बँकेकडून
एक्सप्लोजर मंजूरीपेक्षा जास्त कर्ज पुरवठा झालेला आहे. त्यामुळे साखर
उद्योगास कर्ज मंजूर करता येत नाही. अशी टिपणी टाकली आहे. तरीही कर्ज
मंजूर केले आहे. जे.बे. कायदेशीर आहे.

कार्यक्षेत्राबाहेरील बँकेने कर्ज वाटप केलेले तपशिले:-

- २) किल्लारी शेतकरी सहकारी साखर कारखाना लि. किल्लारी तालूका औसा,
जिल्हा लातूर. :-

सदर कारखान्यास बँकेने दि. ८.३.२००२ च्या पत्रान्वये रु. ५००.०० लाख कर्ज मंजूर केले आहे. कर्जाची मुदत दि. २८.२.२००५ ची आहे. ती तीनहफत्यात परत फंड करणे आहे.

विभागीय प्रमुखाने कर्ज मंजूरी बँकेच्या घोरणानुसार देता येत नाही असे नमुद असतांना रु. ५००.०० लाख मंजूरी देणे व त्यासाठी सहकार खात्याची मान्यता परवानगी घेण्यात यावी असा शोरा येअरमन यांनी नमुद करून कर्ज मंजूर केले आहे. खात्याची मंजूरी घेतली नाही. ते बेकायदेशीर आहे.

- ३) अकोला जिल्हा सहकारी साखर कारखाना जि. अकोला :-

या कारखान्यात बँकेने दि. २८.३.२००२ च्या पत्रान्वये दि.११.३.२००२ च्या संचालक मंडळाच्या सभेतील निर्णया प्रमाणे अल्पमुदती कर्ज रु. २००.०० लाख रुपये कर्ज ३१.३.२००३ च्या मुदतीचे १८% बराने मंजूर केले आहे. सदरील कर्ज मंजूर करताना मा. साखर आयुक्ताची मान्यता परवानगी घेतली नाही कारखान्याची बाहेरील कर्ज घेण्याची मर्यादा निरंक आहे. इतर बँकेची राज्य सहकारी बँक) व अकोला जिल्हा मध्यवर्ती सहकारी बँक यांचे नाहरकत प्रमाणपत्र घेतलेले नाही. खेळते भांडवली कर्ज पुरवठा होत असल्यामुळे बँकेची वसुली देणेबाबत पत्र दिले नाही. साखर कारखाना बँकेच्या कार्यक्षेत्रात येत नाही. राष्ट्रीय बँकेच्या मार्गदर्शक सुचनेनुसार सेक्टर एक्सप्लेजर मर्यादा संपलेली आहे. कारखान्यानी विहीत नमुन्यातील माहिती दिलेली नाही. नेटवर्थ उणे असलेल्या कारखान्यास राष्ट्रीय बँकेच्या सुचनेनुसार शासनाची विनाअट थकहमी घेणे अवश्यक असते.

शासनाची थकहमी असलेशिवाय अशा कारखान्यात मंजूरी देता येत नाही. कर्ज मंजूरी दिल्यास बँकेच्या हितास बाधा येण्याची शक्यता नाकारता येत नाही अशी टिपणी असतांना बँकेने कर्ज मंजूरी केले आहे. जे बेकायदेशीर आहे.

- ४) बारागिरी सहकारी साखर कारखाना म. एमप्रकाश भगर जवळा बाजार ता. औंढा (नागनाथ) जि. हिंगोली :-

या कारखान्यात दि. २३.४.२००१ च्या मंजूरी पत्राप्रमाणे रु. ११५.०० लाख ३१.३.२००२ च्या अखेरच्या मुदतीचे कर्ज मंजूर केले आहे. तसेच दि. २१.६.२००१ च्या पत्रान्वये रु. ८५.०० लाख कर्ज दि. ३१.३.२००२ च्या मुदतीचे मंजूर केले आहे असे एकुण २००.०० लाख कर्ज मंजूर केले आहे. कर्ज मंजूर करताना बँकेने राष्ट्रीयकृत बँके व शिखर बँक यांच्या मार्गदर्शक सुचना प्रमाणे एक्सप्लेजर मर्यादानुसार मंजूरी देता येत नाही. तसेच सदर कारखान्यानी कोणत्या बँकेकडून कर्ज घेतलेले आहे. त्याची माहिती दिलेली नाही. कर्ज वसुलीची हमी नाही. तसेच कारखान्यात कर्ज देता येत नाही. तसेच त्यांना कळविणेस मान्यता मिळावी अशी सारव्यवस्थापक यांनी टिपण टाकली असतानाही येअरमन यांनी कर्ज मंजरी केले आहे जे बेकायदेशीर आहे.

विशेष परिसर वर्ग-१
सह.संस्था (बँक) लातूर.



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मुख्य न्यायक अधिकारी संभं न्यायालय
उपन्यायक

1010

NO/ADM/MISAPP/ODCCB/ 1040 /OF 2002

Office of the

Divisional Joint Registrar, Cooperative Societies
Latur, Date: - 8 / 05 / 2002

Read:- Special Report of Special Auditor, Cooperative Societies Class-I
(Bank) Latur regarding the misappropriation of Rs.29,99,34,591/- of
the Osmanabad District Central Cooperative Bank Ltd. Osmanabad by
the Chairman Shri Bhupalsingh alias Pawan Santajirao Raje
Nimbalkar.



AUTHORISATION

The Divisional Joint Registrar, Cooperative Societies, Latur hereby
authorise to Shri. B.P. Rathod, Divisional J.T.R.C.S. Latur
to lodge a formal complaint with the concerned Police Station against the
Chairman Shri. Bhupalsingh alias Pawan Santajirao Raje Nimbalkar of the
Osmanabad District Central Cooperative Bank Ltd Osmanabad who has
alleged to above misappropriated an amount of Rs.29,99,34,591 - of above

Bank.

RCCNO - 398/02
Shri Pawan Raje
provided in Evidence

RJR
W

Divisional Joint Registrar,
Cooperative Societies, Latur

Copy forwarded to:-

1. Shri. B.P. Rathod, Divisional J.T.R.C.S. Latur -
with instruction to lodge the complaint against the above responsible
person immediately under intimation to this office.
2. The Police Sub-Inspector, Osmanabad through the Shri. B.P. Rathod,
Divisional J.T.R.C.S. Latur for information and with respect
to register the complaint when authorised person approaching him.



VMB

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&
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Divisional Joint Registrar,
Cooperative Societies, Latur

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सहायक अधिकारी
मुख्य न्यायिक अधिकारी यांचे कार्यालय
जिल्हा न्यायिक

RCC No. 398/02
एलसी / वन अधिकारी
दिनांक अं २७ म. ई.
Civ. A 27 m.c

G. L. D. No. PST-4431 64981 E.
 10 3.1

Exh-683

Exhibit No. E 43

Civ. A 27 m. c

Deposition of Witness No. 2 for the *etc etc*

I do hereby solemnly affirm that

माझे नाव
My name

पडितांचे नाव
Father's name

धर्म
Religion

वय गुनारे
Age about

द्वे
Years

व्यवसाय
Occupation

निवासस्थान
Residence

जिल्हा
District ३००७६१५

चरतपासणी
Examination-in-chief

[illegible]

ઉમર નપાક કાર્યોની ૩ નજી ભાગવડ જોડ

નાડાલના

કાર્યોની ૫ નજી જોડ ભાગવડ પાલિકા જોડ.

માસે સિસમ-૩૦ ની નાપાલ કાલે લેવાનું જાગરા-
મન પોલીસને દારૂ ઉલ્લેખોમાંથી છે.
લડાઈ ૫-૨૦ ની મજૂરી લાઈ કારે પડનાર
મન ઉભારાઈ એકે એકેનાઈ ૨૩ નાઈ ભાગરા
ગાવાપાસુન ઉભારાઈ કાંઈ ૬ ૬ ક્રિમી કાલે
દે લેને કારે જો પોલીસને લેખિતભાગને મ
પેનગામાલ નથી કેમ કાલે દે લેને કારે જો
પોલીસને પેનગામાલ ઉલ્લેખો જેમનાં લેખા. ભાગ
ની લઈ કેમ.

કાર્યોની ૪ નજી જોડ ભાગવડ.

લેખિતભાગ

કાર્યોની ૫ નજી જોડ ભાગવડ

લેખિતભાગ

કાર્યોની ૬ નજી જોડ

લેખિતભાગ

કાર્યોની ૭ નજી જોડ ભાગવડ

પેનગામાલ મજૂરી મન માલિકનાઈ

કાર્યોની ૮ નજી જોડ ભાગવડ

મા પોલીસને એકે રાઈ ૩૦-૨૦ ની લેખો લેખો

પેનગામાલ લેખાઈ ૩૦-૨૦ ની લેખો લેખો.

જો નપાક જોડ

ડિજિટ - ૩૦/૬/૭૪

Exh-683

R.C.C. No. 398/2002
Exh. No. 683

Deposition of witness No. 2 for State.

I do hereby state on solemn affirmation that:

My name is : Daji Dattu Karwar.
Age about : 47 years.
Occupation : Labour work.
Residence at : Raghuchiwadi, Tq. & Dist. Osmanabad.

Exam-in-Chief by Spl. P.P. Shri.B.N.Karanikar for State.

On 18/5/2002 police called me in the City Police Station. Another panch Chandrashekhar Chougule was with me. In the police station one More of D.C.C. Bank was present with papers. P.I. Reddy has prepared the panchnama. Panchnama after reading over its contents I signed panchnama. Now panchnama is shown it me, it bears my signature, contents are true, it is at Exh. 684.

Now 35 articles are shown to me which were produced by the More before the Police. They were at Article A-1 to A-34. All the papers bears my signature.

Cross.exam. by Adv. Shri.S.T.Tanwade for accused No.3

Declined.

Cross.exam. by Adv. Shri.M.S.Patil for accused No.7

I am non matric. While I was proceeding police called me in the police station. I used to left the house at about 7 a.m. for labour work. It takes one hour to reach Osmanabad from my village. Distance between my village and Osmanabad is about 6 k.m. It is true to say that I signed on the panchnama as per the direction of the police. It is true to say that I just over the panchnama which was prepared by the police in advance.

Cross.exam. by Adv. Shri.S.V.Tambe for accused No.4

Adopted the cross-examination conducted on behalf of accused No.7

2 //

Cross.exam. by Adv. Shri.A.D.Gapat for accused No.5

Adopted the cross-examination conducted on behalf of accused No.7

Cross.exam. by Adv. Shri.R.R.Garad for accused No.8

Adopted the cross-examination conducted on behalf of accused No.7

Cross.exam. by Adv. Shri.V.V.Shinde for accused No.9

I do not know the contents of the panchnama.

Cross.exam. by Adv. Shri.P.M.Nalegaonkar for accused No.10

I went to the police station at about 10 p.m. night. Police obtained my signature over the panchnama at 10 p.m.

Re-exam. Nil.

R.O. & A.C.

(U.T.Pol)

Chief Judicial Magistrate,
Osmanabad.

Date :- 30/6/2014.



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सहायक सत्रिक 1236
मुख्य न्यायाधीश अंश न्यायालय
उस्मानाबाद

Exh-684

Exh-684

जारी पंचनामा

दिनांक 21/09/12

1) लक्ष्मेश्वर भास्करिन चौगुले का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

2) वाली लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

3) पोलीस वाली उलगावत (कार) वाली पोलीस मॉडल नमूने
- 21 दिनांकीन मॉडल नमूने उलगावत

4) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

5) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

6) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

7) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

8) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

9) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

10) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

11) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

12) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

13) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

14) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

15) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

16) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

17) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

18) वाला लक्ष्म भास्कर का 20/09/12 का पंचनामा
- 21 दिनांकीन मॉडल नमूने उलगावत

684
RC
st/p
Exhibits
Evidence
0
Rel
C/M
30.6.14

Exh-690

મકાન (સી-૮૦)-૩-૨૦૦૦-૫,૦૦,૦૦૦ રોડ
G. L. D. D. No. PST-1451 64061 E.
of 10 2 53.)

Exh-690

નિ. ક.
Exhibit No. ૬૯૦

Deposition of Witness No. ૩ તર્ફ સાક્ષીદાર ક્રમાંક ૩ યાંથી જવાની
for the

I do hereby affirm and state that

મારું નામ
My name ૬૧૧૧

પિતાનું નામ
Father's name મોહનલાલ મોહા

ધર્મ
Religion

વય સુમારે
Age about ૪૮ વર્ષ
Years

વ્યવસાય
Occupation કામચલાઉ

નિવાસસ્થાન
Residence ૩/૧૦/૬૧

જિલ્લો
District ૩/૧૦/૬૧

સરતપાસણી
Examination-in-chief

રિપોર્ટ ૨૮/૧/૦૨ રોજી પોલીસના મળ્યા પોલીસ
કોમિશનરે લેખે. સાક્ષી-મી. ૧૧૧૧
અમી જવલ કોમિશનરે લેખે. પોલીસ P.T. રેફરેન્સ
અમી. સાક્ષી પોલીસ અમી લેખે.
ફોટો પોલીસ પોલીસ અમી લેખે. પોલીસ
પોલીસના મેનગમી કેસ ની વાચી અમી લેખે.
કેસ વાચી અમી પોલીસના મેનગમી કેસ
ની ફોટો ૩૧૮ નમ્બર-૨૫૫૨ અમી લેખે

મેનગમી મળ્યા કોમિશનરે લેખે
કોમિશનરે લેખે

ଓମ୍ବ ନ୍ୟାସ ଆପେଲ ନଂ. ୩ ରେ ମାଲିକ ହେଉ

ଏ ଲେଖକଙ୍କ ପ୍ରାକ୍ତନିତ ପିଲାମାନଙ୍କ ବାବୁ
ଦାକ୍ତାବିଜ୍ଜା ଚାଲି. ଦେଖି ଆସିବାବେଳେ ପ୍ରକାଶ
କରିବା ବେଳେ ଟିକି ମାଲିକ ଶାନ୍ତାଙ୍କ ଗୋଟିଏ
ଏ ଲେଖକଙ୍କ ଗୋଟିଏ ମାଲିକ ପିଲାମାନଙ୍କ ଶାନ୍ତାଙ୍କ ଗୋଟିଏ
ମାଲିକ ଚାଲି.

ଓମ୍ବ ନ୍ୟାସ ଆପେଲ ନଂ. ୪ ରେ ମାଲିକ ହେଉ

ଓମ୍ବ ନ୍ୟାସ ଚାଲି

ଓମ୍ବ ନ୍ୟାସ ଆପେଲ ନଂ. ୫ ରେ ମାଲିକ ହେଉ

ଲେଖକଙ୍କ

ଆପେଲ ନଂ. ୬ ରେ ମାଲିକ ହେଉ

ଲେଖକଙ୍କ

ଆପେଲ ନଂ. ୭ ରେ ମାଲିକ ହେଉ

ଲେଖକଙ୍କ

ଓମ୍ବ ନ୍ୟାସ ଆପେଲ ନଂ. ୮ ରେ ମାଲିକ ହେଉ

ପିଲାମାନଙ୍କ ଗୋଟିଏ ମାଲିକ ଶାନ୍ତାଙ୍କ ଗୋଟିଏ
ମାଲିକ ଶାନ୍ତାଙ୍କ ଗୋଟିଏ ମାଲିକ ଶାନ୍ତାଙ୍କ ଗୋଟିଏ

ଓମ୍ବ ନ୍ୟାସ ଆପେଲ ନଂ. ୯ ରେ ମାଲିକ ହେଉ

ଲେଖକଙ୍କ

ଓମ୍ବ ନ୍ୟାସ
ଡିଜିଟାଲ ୫/୧୦/୨୫

ଡିଜିଟାଲ
ଓମ୍ବ ନ୍ୟାସ
ଓମ୍ବ ନ୍ୟାସ

Exh-690

R.C.C. No. 398/2002
Exh. No. 690

Deposition of witness No. 3 for State.

I do hereby state on solemn affirmation that:

My name is : Dattatraya Mohanrao Bhosale.
Age about : 48 years.
Occupation : Driver.
Residence at : Osmanabad.

Exam-in-Chief by Spl. P.P. Shri.B.N.Karanikar for State.

On 28/5/2002 police called me in Tambri area near the house of Jadhav. P.I. Reddy was present there. One Jadhav was present there. Another panch Tanwade was also present there. Police prepared the panchnama. After reading its contents I signed over it. Police prepared the panchnama regarding seizure of the Indica. Reregistration number of said Indica is MH-25-1552. Now said panchnama is shown to me. it bears my signature, its contents are true, it is at Exh. 691.

Cross.exam. by Adv. Shri.S.T.Tanwade for accused No.3

It is not true to say that police not read over the panchnama to me. I cannot tell the registration number of bus by which I travel within last two months. It is not true to say that I don't know anything about the panchnama.

Cross.exam. by Adv. Shri.S.V.Tambe for accused No.4

No cross.

Cross.exam. by Adv. Shri.A.D.Gapat for accused No.5

Declined.

Cross.exam. by Adv. Shri.M.S.Patil for accused No.7

Declined.

Cross.exam. by Adv. Shri.R.R.Garad for accused No.8

Declined.

Cross-exam. by Adv. Shri.V.V.Shinde for accused No.2

I do not recollect what is written in the panchnama. I cannot state the colour of the said vehicle.

Cross-exam. by Adv. Shri.P.M.Nalegaonkar for accused No.10

Declined.

Re-exam. Nil.

R.O. & A.C.

(U.T.Pol)

Chief Judicial Magistrate,
Osmanabad.

Date :-7/7/2014.

Xerox by
&
Compared by



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[Signature]
सहायक सत्रिक 12.7.14
मुख्य न्यायाधीश, सत्र न्यायालय
उस्मानाबाद

Exh-691

Exh-691

Exh-691 जमीन पंचनामा दिनांक 24/04/02

1) पन्नाग्राम मोहनराव मोहन वर 38 बीघा का
रा इन्क गद्दी डलाना

2) जय विष्णु गान्धे वर 25 बीघा का
काहा वरिष्ठ पंचाल की बी. रेड्डी पोलिस

जिल्ला पोलिस ठाने डलाना (हजार) यांनी
नवि बाबुराव गान्धे वर गांधी विभागा डलाना

यांचे घासमोड बोकड वदन हजर काहीत येथे
पोलीस दहविही बी. पोलीस डलाना (हजार) गुप्त.

30/02/02 कडम 201, 820, 38 भादवि गुप्त पावले
इति कार न मम. 24-A 9442 हि जल दले आहे

ली लुही सभस हजर राहुन पंचनामा दलन या
वगळे दहविही वदन काही पंचनी पंचनामा दलन हि
लो दवाही प्रमाणे.

सदर जिल्ला लमस हजर काही इति कार
मोड नवि बाबुराव गान्धे वर, डलाना यांनी दलन

कार दलन विचारत दलन त्यांनी दहविही बी. इति
कार न मम. 24-A 9442 हि भावा भादवि काळी

दि. 30/09/02 रोजी डलाना जिल्हा मधवती लहरी
वदन हि डलाना यांनी गुप्त येथे जाले काहीत.

माही इति कार आदामे दिनी. ली हिच कार काही
काही प्रमाणे कार दादवही तीच वदन दवाही प्रमाणे

3) 300,000 एक इति कपली पादया रगाची कार जय
न मम. 24-A 9442 काही सदर आला इति

2010-0994-308228 AECI - व येथे
दलन 30/04/02 2024 कडम आहे गुप्त
किमत की

301,000 = 0

येना पुनाणे वरिद वरिनीची काद सदर गुळ्यात
गानडि कारीवी मी-डी भाडवई यांनी पापलाने सदर का
गल्ल फुल्ल तोवत घेतली आहे

वदर विडलची चतुसिमा पादला - पुनसि मादई
वरिद याचे घर आहे. पदलानेस दक्षिण झाले
दक्षिणेस डी झाले याचे घर ० झालेस पूर्व पदलाने
रोड येने पुनाणे चतुसिमा आहे

वरिद पंचनामा झाली पंचानी प्रथम पादला
झालेस पदल दामल हार राहुन पदल दिव ती
वरीवर ० रवत आहे

हा पंचनामा १००० वा सुद्धा दलत १००० वा झालेस

सामद

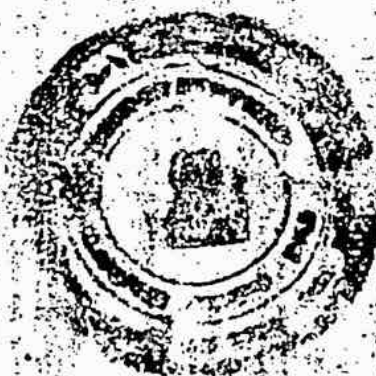
पंचाचे सला

पोलीस निरीक्षक

पोलीस-डरमाला (स)

१) डी एल गोसवे

२) Tanu



TRUE COPY

24.12.25

मुख्य कार्यकारी अधिकारी यांचे कार्यालय
उपलब्ध

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Exh-693

नि.क.
Exhibit No. 2

Deposition of Witness No. 8 for 10/2/2010

महोदय, मैं यहाँ पर कसौती करती हूँ-
I solemnly affirm that

Father's name : अश्वराम मेहरा

व्यवसाय
Occupation मजूर

निवासस्थान
Residence सिमरगढ़ ३११०१६१ District ३११०१६१

सरतपाराणी
Examination-in-chief

[illegible]

୧୧/୧୨/୨୦୦୮ ରେକର୍ଡ ମଧ୍ୟରୁ ଅନୁଗାନ୍ଧ୍ୟ (ଆଇ.ଏ.ଏ.) ପ୍ରମାଣିତ ହୋଇଛି
 ଯେ କୋମିଶନେ ଲାଭ. + ଟୁବେଲ୍ ପେମେଣ୍ଟ୍ ଟ୍ରିବୁନାଲ୍ ଦ୍ଵାରା
 ଲୋକନ ଲାଭ. ପ୍ରାପ୍ତ ହୋଇଥିବା ଯେଉଁ କମ୍ପାନୀର ଲାଭ ଲାଭ
 ଯେଉଁ ଦେଶପାଣ୍ଡେ ଗୋଟିଏ ମାସରେ, ହେଉଛି ଲାଭ ଲାଭ.
 କାରଣରୁ ଯେଉଁ ନିଜ ମଧ୍ୟ କମିଶନେ ଲାଭ ଲାଭ.
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ભાઈડા પેન્શનના મમલ કેસમાં જ ભાઈડા કામચલાઉ
 કરેલો કેસ. પેન્શનના મમલ કામચલાઉ ^{પેન્શન} કામચલાઉ
 ભાઈડા મમલ કરેલો કામચલાઉ મમલ કેસ
 આ. પેન્શનના કામચલાઉ કેસમાં કામચલાઉ
 કેસમાં કામચલાઉ પેન્શનના કામચલાઉ ૬૬૬/૬૬૬
 ને ૬૬૬/૬૬૬ આપેલો.

ઉપર ન્યાય કામચલાઉ. જી. જી. ન્યાય કેસ

પેન્શનના કેસમાં ભાઈડાના મમલ કરેલો કામચલાઉ કેસમાં
 મમલ કેસમાં પેન્શનના કેસમાં મમલ કેસમાં
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ઉપર ન્યાય કામચલાઉ. જી. જી. ન્યાય કેસ

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ઉપર ન્યાય. કામચલાઉ. જી. જી. ન્યાય કેસ

ઉપર ન્યાય કેસ

Exh-693

4/283

R.C.C. No 398/2002
Exh. No. 693

Deposition of witness No. 4 for State.

I do hereby state on solemn affirmation that:

My name is : Kumar Baburao Ohal.
Age about : 40 years.
Occupation : Labour work.
Residence at : Bhim Nagar, Osmanabad.

Exam-in-Chief by Spl. P.P. Shri.B.N.Karanikar for State.

On 6/6/2002 police called me in Osmanabad City Police Station. Another panch Amar Kirdatta was with me. The employees of the bank was present in the police station. One Deshpande, Malvade and More on behalf of the bank were present there. One more officer was present there on behalf of the bank. Police obtained signature of above four persons on panchnamas. Thereafter we signed over the panchnamas. The signatures of the said officers are obtained on six paper. Thereafter police prepared the panchnamas over which we signed. Now four panchnamas shown to me, it bears my signature, its contents are true. We have not signed anywhere except panchnama. Panchnamas are at Exh. 694/1 to 694/4.

Cross.exam. by Adv. Shri.S.T.Tanwade for accused No.3

I signed six time on the date of panchnama. I signed four times in panchnama, however, I cannot state where I signed two times. I myself signed over the six papers over which the said officers has signed. I cannot state the day on six of the date. Said panchnamas are prepared at 8 a.m. It takes one hour to prepare the panchnama. It is not true to say that I depose false that signature of six bank officers were obtained on six papers. No panchnamas are prepared after 9 a.m. in my presence .

Cross.exam. by Adv. Shri.S.V.Tambe for accused No.4

I was not acquainted with the bank officers. It is true to say

// 2 //

that I cannot state the name of each officer. It is not true to say that after preparing the panchnama it was forwarded to me to sign.

Cross.exam. by Adv. Shri.A.D.Gapat for accused No.5

Today is my first time in the Court to depose as a panch. It is not true to say that I am the habitual panch of the police station. It is not true to say that I depose false that I was called in the police station and in my presence panchnamas were prepared.

Cross.exam. by Adv. Shri.M.S.Patil for accused No.7

While I was proceeding to my house police called me. Police started writing the panchnama when I reached in the police station. Panchnama was prepared in the year 2002. I can identify the person whose specimen signature were taken, if shown to me. Today the specimen signatures were not shown to me.

Cross.exam. by Adv. Shri.R.R.Garad for accused No.8

Adopted the cross-examination conducted on behalf of accused No.7

Cross.exam. by Adv. Shri.V.V.Shinde for accused No.9

Police Constable called me in the police station. The said Constable was my friend. It is not true to say that police obtained my signature over already prepared panchnama. It is not true to say that I depose falsely

Cross.exam. by Adv. Shri.P.M.Nalegaonkar for accused No.10

Declined.

Re-exam. Nil.

R.O. & A.C.

Date :-16/7/2014.

(U.T.Pol)
Chief Judicial Magistrate,
Osmanabad.

Xerox by
&
Compared by



Computer-generated page number 228 of 931

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12.1.16
सहायक सत्रिक
मुख्य न्यायाधीश
उस्मानाबाद

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State Vs. Pavan	
The date on which the copy was applied for	Twenty Eight February Two Thousand Twenty Six
The date on which the application was	Fifth March Two Thousand Twenty Six
Completed 05/03 /2026	Twelfth March Two Thousand Twenty Six
Delivered of the copy 12/03 /2026	Twelfth March Two Thousand Twenty Six
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The date on which the copy received of the copy	Twelfth March Two Thousand Twenty Six
12/03/2026	Assn. Supdt. 12/03/2026
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Chief Judicial Magistrate Court, Osmanabad.

Exh-694/1

Exh-694(1) पंचनामा ०६०६.२००२

पंच ५२०६ Exh-694(1)

१) कुमार बाबुराव आलेक वय २१ वर्ष धर्मा मजुरी
रा. मांगरिचीक मिमनगर उलाढालाद.

२) अमर कलंगराव किरदल वय ३२ वर्ष धर्मा मजुरी
रा. आनंदनगर उलाढालाद.

पु. १९



आता नरीद पंचायत पोलीस ठाणे ठाणे उलाढालाद (२१)
पोलीस ठाणे उलाढालाद (२१) येणे कोर्टाकडे
आले पंच हजर आले. जेथे पोलीस ठाणे नरीद
पोलीस ठाणे उलाढालाद (२१) गुरा १०६/०२
नामा ४०६, ४०९, ४२०, ३५ कादवी मजुरी आरोपी
नामे आता नरिंदराव देशपांडे - कोर्टाकडे लवकरात
उलाढालाद जिना मजुरी लवकरात कोर्ट (२१) उलाढालाद
हम्रा. मिंगरीड हातूत आले गुरुआले नपासकाम
हम्रा. व लवकरात घेऊन आले अने लंगरिची
नाम आता पंचायत आरोपी नामे करी
नरिंदराव देशपांडे आणि एकंदर लहा कागदावर
पोलीस नपासकाम करत आहे आणि लंगरिची
यांगरिची मजुरी लवकरात लंगरिची. त्या
प्रत्येक (६) कागदावर आले लवकरात कोर्टा.

Exh-694/1

तसेच आरोपी नामे आता नरिंदराव
देशपांडे आता लहा कागदावर लहा लवकरात
मजुरी लवकरात घेऊन आता लहा कागदा-
वर लहा आले पंच लवकरात लवकरात कोर्टा आहे.

हा पंचनामा आले पंचायत प्रथमपासून
कोर्टाकडे लवकरात लहा लवकरात दिना-ती लवकरात
व लवकरात आहे

हा पंचनामा ०८०० ना लुकरात ०९०० ना लवकरात

लवकरात
पोलीस ठाणे ठाणे
पोलीस ठाणे ठाणे (२१)

पंचायत लवकरात
१) कुमार आलेक
२) लवकरात

ज.सं.-694(2)

पंचनामा

दि. 06.06.2002

पंच

4/28

- 1) कुमार बाबुराव सोहादे व.सं. 31 वर्ष धंद्यामगूर
रा. न्यागी चौक भिमनाथ उलागाळाद.
- 2) दागन नसतराव किरवेल ल.सं. 32 वर्ष धंद्यामगूर
रा. न्यागी चौक भिमनाथ उलागाळाद.

पु.सं.

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आपला वरील पंचायत पोलीस निरीक्षक
की वी. रेड्डी पोलीस ठाणे उलागाळाद (अ) यांनी
पोलीस ठाणे उलागाळाद (अ) येथे कोठ्यात नसून
आपली पंच हजर आली. येथे पोलीस निरीक्षक
की, पोलीस ठाणे उलागाळाद (अ) गुरा 106/02
नसून 406, 409, 420, 34 फांदवी नदीस कारोची
विनायक दिगावर राव माडवे उलागाळाद त्रिना
मध्यवर्ती लहकरी चौक (अ) उलागाळाद मुदलाधिकारी
(हिराचौक) रा. परेड चौक लागून आले गुरुवाचे
नपाल कामी हलाखी न सहाय्य द्याची कारोची
कसे, शांतीमय नसून आपला पंचालाई कारोची
नामे विनायक दिगावर माडवे आणि एकंदर
सहा कागदावर पोलीस नपाली संमत दाद आली
आपली लहकरी लोणीतले मगूर लखवुवर्ती
मिहील तथा प्रत्येक (6) कागदावर आपली लहकरी
केल्या.

तसेच कारोची नामे विनायक दिगावर राव
माडवे याच्या लहा कागदावर लहा लहकरी
मगूर लखवुवर्ती द्यात आल्या. तथा कागदावरही
आपली पंच लहकरी लहकरी केल्या आहेत.

हा पंचनामा आपली पंचाली पुष्पपालून
आखे पंच हजर राहून कलक दिन नी लहकरी
न सहाय्य आहे.

पंचनामा 0905 ना. लुक्कल 1000 मालपत्र

नमस्ते

पंचाचे लहकरी

पोलीस निरीक्षक
पो. ठाणे उलागाळाद (अ).

1) कुमार सोहादे 2) पु.सं.

694(3)

4-7-11

(12/2/21)

7A. 06.06.2022

CP288

पंचा

- 1) कुमार बाबुराव सोहाद वय 31 वर्ष धंदा-श्रीगे
मजूरपै सा. कृपाजी चौक, मिमनगर अबाद.
- 2) अमर नलतराव किरवल वय 32 वर्ष धंदा-श्रीगे
सा. आनंद नगर अलाहाबाद.

[illegible]

तमिषु कारोली नामि हरिश्चंद्र कारोपिठाय
 मांये मान्या लता कमलदाव, लता लहया
 लभुया कदम्ब खेया न आलता, लता लता कमलदाव
 आलती पंच लभुन लहया कोला कोले.

હાલનાં જાનના જાતની પંચાતી પ્રમાણપાત્ર
 કરવેરપર્ષાન હાલ નાહુન નાનકો દિલ ને કારોબાર
 ના રકમ કારો

5001 1410711710

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पंचांगे महोत्त

- 1) कुमार उन्हाळी
2) खिलन

[illegible]

694(4)

पंचनामा

दि 06.06.2002

पंच

4/289

- 1) कुमार बाबुराव जोरक वग 31 वष चीता -
गमूनी रा मांती चौक भिगागर उलागावद.
- 2) कामर वसंतराव किरदल वग 32 वष
चवता श्रीमि रा भांडदगर उलागावद.

आता वरील पंचास पोलीस ठाणे ठिक, वरी वरी रेडरी पोलीस ठाणे उलागावद (21) गमूनी पोलीस ठाणे उलागावद (21) जेथे कोठेवलेनात कामरी पंच हात केले वी पोलीस ठाणे नवदिले नई, पोलीस ठाणे उलागावद (21) गुन - 106/02 नाल 406, 409, 420, 34 कादवी नदिय आरोपी नांमे गमिनाजी कादुराव मोरे मुख्याधिकारी (मुख्यालय) उलागावद जिला नदियवरी नदिकारी केका म) उलागावद आनी मुख्यालये नपालकारी हलाकि न गमूनी लह्या घेण्याची नारे केले सांगीतल्या वरत आता पंचालाई आरोपी नांमे गमिनाजी कादुराव मोरे आने एकंदर लहा कागदावर पोलीस नपालनिके कागदावर आनी कागदो लागीलेल मगवूर लखनुरागे लिहिले त्या प्रत्येक (6) कागदावर आगरी लह्या केव्या.

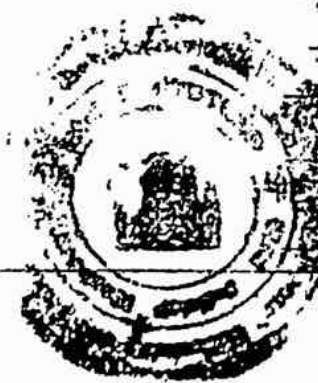
गणेच आरोपी नांमे गमिनाजी कादुराव मोरे आग्या लहा कागदावर लहा लह्या गमूनी कादुरा घेण्यात लाग्या त्या लहा कागदावरही आगरी पंचा गमूनी लह्या केव्या.

हा पंचनामा हागरी पंचागरी प्रथम पाळून लेखन हात राहण कात दिला तो करील खाता हात.

हा पंचनामा 1105 नालुनकल 1200 नालेपावेन पंचानि लह्या

- 1) कुमार जोरक
- 2)

Exh-694/4



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