IN THE SPECIAL COURT FOR THE CASES UNDER PREVENTION OF CORRUPTION ACT, AT CHENNAI -104

Present: Thiru. V. JAGANNATHAN, B.A., B.L.,

Special Judge, Special Court for the cases under PC Act.

Friday, this the 7th day of August 2026

C.C. No.42/2011

In

Cr.No.03/AC/1991/MCI
CNR No.TNCH08-000005-2006

Name of the Complainant	**State by:** Inspector of Police, Vigilance and Anti-Corruption, City Special Unit-III, Chennai-20.
Name of the Accused	**Tr. S. Thiyagarajan** Former Surveyor, United India Insurance Co. Ltd., (Private Individual)
Date of Occurrence	During the month of June 1988
Period of Remand of the Accused.	Not remanded
Date of filing of Charge Sheet	The charge sheet was originally filed before the Hon'ble Principal Judge, City Civil Court, Chennai on 07.03.2001 and the same was taken on file as C.C. No. 1 of 2001 on 16.03.2001 and the same was made over to the Hon'ble II Additional Sessions Judge, City Civil Court, Chennai and subsequently as per order in Crl.M.P.No.10741/2005 dated 23.03.2006, the above charge sheet was splited into 12 amended charge sheets and filed the present

<table>
<tr><td></td><td>charge sheet before the Hon'ble II Additional Sessions Court, Chennai on 26.06.2006 and the same was taken on file as C.C.No.16 of 2006 on 17.07.2006. Thereafter, in pursuant to the proceedings of the Hon'ble Principal Judge in Dis. No. 14580/2011, dated 13.10.2011, the case was transferred to this Court for trial and renumbered as C.C.No. 42 of 2011.</td></tr>
<tr><td>Date of 1st appearance of accused</td><td>A1 appeared before the Hon'ble II Additional Sessions Judge, City Civil Court, Chennai on 27.04.2001.</td></tr>
<tr><td>Questioning of the accused under sec 228 of Cr.P.C</td><td>12.09.2006</td></tr>
<tr><td>Date of trial</td><td>10.10.2006.</td></tr>
<tr><td>Date of Questioning under Sec 313 of Cr.P.C</td><td>27.04.2026 & 04.07.2026</td></tr>
<tr><td>Date of last hearing</td><td>08.07.2026</td></tr>
<tr><td>Date of Judgment</td><td>07.08.2026</td></tr>
<tr><td>Charge against the Accused</td><td>U/s. 420 r/w Sec.120(B), 467, 468, 471 IPC.</td></tr>
<tr><td>Plea of the accused</td><td>The accused pleaded not guilty and claimed to be tried.</td></tr>
<tr><td>Date of examination in chief and cross examination of a Prosecution witness</td><td>
<table>
<tr><th>Prosecution witness</th><th>Chief</th><th>Cross</th></tr>
<tr><td>PW1</td><td>27.02.2013
21.03.2013
05.04.2013
09.05.2013
17.07.2013</td><td>-</td></tr>
<tr><td>PW2</td><td>14.08.2013</td><td>11.10.2021</td></tr>
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		06.12.2013 18.09.2014 30.10.2014 18.11.2014 11.12.2014 17.02.2015 27.02.2015	
	PW3	04.09.2015	-
	PW4	18.12.2015	-
	PW5	09.02.2016 25.02.2016	-
	PW6	22.03.2016	-
	PW7	22.03.2016	-
	PW8	06.04.2016	-
	PW9	22.04.2016	-
	PW10	06.05.2016	-
	PW11	06.06.2016	-
	PW12	15.06.2016	-
	PW13	13.07.2016	-
	PW14	20.07.2016	-
	PW15	02.08.2016	-
	PW16	19.09.2016	-
	PW17	19.09.2016	-
	PW18	07.10.2016	-
	PW19	07.10.2016	07.10.2016
	PW20	26.10.2016	-
	PW21	08.12.2016	-
	PW22	22.12.2016	-
	PW23	11.01.2017	-

	PW24	30.01.2017	-
	PW25	09.02.2017	-
	PW26	01.03.2017	01.03.2017
	PW27	15.03.2017	-
	PW28	28.03.2017	-
	PW29	06.04.2017	-
	PW30	20.04.2017	-
	PW31	08.04.2024	-
	PW32	11.07.2025 11.08.2025 06.10.2025 03.07.2026	19.11.2025 27.01.2026 03.07.2026
	PW33	08.04.2026	-
Date of examination in chief and cross examination of a Defence witness	*Nil*		
Details of the absconded of the Accused and his appearance and production as the case may be	*Nil*		
Grant of Stay by the Superior Courts and the result there of	*Nil*		

Filing of all Miscellaneous Petitions

S.No	**Section & Prayer**	**Crl.M.P. No.**	**Petitioner**	**Respondent**	**Date on which petition filed**	**Result & OrderDated**
1.	311 Cr.P.C	62 of 2026	Inspector of Police	Thiyagarajan	25.06.2026	Allowed on 25.06.2026

Findings of the Judge	**The Accused is not found guilty for the commission of offences U/s. 420 r/w Sec.120(B), 467, 468, 471 IPC.**

Details of Judgment:

In the Result,

As the Prosecution has failed to prove the case against the Accused then the,

1. The Accused is not found guilty for the commission of offences U/s. 420 r/w Sec.120(B), 467, 468, 471 IPC.

2. As the prosecution failed to prove the case against the Accused, then the Accused is Acquitted U/s 248(1) of Cr.P.C.

4. The Surety and the bail bond given by the Accused is stand canceled.

PROPERTY ORDER:

Nil.

The above case was originally filed before the Hon'ble Principal Judge, City Civil Court, Chennai on 07.03.2001 and the same was taken on file as C.C. No. 1 of 2001 on 16.03.2001 and then the same was made over to the Hon'ble II Additional Sessions Judge, City Civil Court, Chennai on the same day and subsequently, as per order in Crl.M.P.No.10741/2005 dated 23.03.2006, the above charge sheet was splited up into 12 amended charge sheets and filed the present charge sheet before the Hon'ble II Additional Sessions Court, Chennai on 26.06.2006 and the same was taken on file as C.C.No.16 of 2006 on 17.07.2006. Thereafter, in pursuant to the proceedings of the Hon'ble Principal Judge in Dis.No.14580/2011, dated 13.10.2011, the case was transferred to this Court for trial and renumbered as C.C.No. 42 of 2011 and this case coming on 08.07.2026 for final disposal before me, in the presence of

Counsel for State	**Tmt. K. Usharani,** Special Public Prosecutor
Counsel for Accused	**M/s. V. Krishnamoorthy,** **C. Udhayarj,** **M.V. Priyadharshini,** Advocates.

and heard both side arguments and upon perusing the records and having stood over for consideration till this day, this court delivers the following:

JUDGEMENT

1. The Excerpts of the final report in this case is as follows:-

During the month of June 1988 at Chennai, the accused along with Approvers Tr.J.Rajaram, were parties to a criminal conspiracy for the purpose of making certain false Insurance claims from United India Insurance cmpany having agreed to commit and abet one another in the commission of the offences of cheating, cheating by personation, forgery for the purpose of cheating, using as genuine the said forged documents, falsification of documents framing of incorrect documents by public servants, and the accused committed the offences punishable under section 120(B) r/w. 420, 465, 467, 468, 471 r/w. Sec.468 and 467 IPC.

2. In pursuance of the aforesaid criminal conspiracy and in the course of the same transaction during the month of June 1988, the accused who was surveyor in United India Insurance company Ltd., Adayar, Chennai to facilitate a false insurance claim to Tr.J.Rajaram (Approver) in regard to his Car TNB1518 which met with an accident in June 1988 fraudulently or dishonestly used as genuine certain forged documents such as

i. FIR in Cr.No.2668/88 under Sec.279 IPC of Kilpauk Traffic Investigation Police Station.

ii. Accident Intimation Letter dated 15.06.1988 for Ambassador Car TNB 1518 given by J.Rajaram to the Divisional Manager, United India Insurance Co., Ltd., D.O.No.109 Adayar, Madras-0.

iii. Motor Claim Form submitted by J.Rajaram for accident to Ambassador Car TNB 1518 on 15.06.1988.

iv. Motor Survey Report dt.18.07.1988 submitted by D.Parthasarathy, Surveyor in Policey 010900/0/22/13305/88 to UIIC Ltd., Adayar Madras for survey of accident car TNB 1518.

v. Cash Bill No.3567 dated 22.6.1988 for purchase of spare parts for Car TNB 1518 for Rs.10,938/- from the Auto Way Trading Co., No.5 State Bank Street, Madras-2.

vi. Cash Bill No.3569 dated 22.06.1988 for purchase of spare parts for car TNB 1518 for Rs.3403.86/- from the Auto Way Trading Co., No.5 State Bank Street, Madras-2.

vii. Cash Bill No.52 dated 24.06.1988 for purchase of radiator assembly for Car TNB 1518 for Rs.1867.80 from Engine Cool Radiators, 37/1 General Patters Road, Madras-2.

viii. Four Photographs pertaining to accident car TNB 1518.

ix. Supplement of Motor Claim Form Dt. Nil for verification of records of Car TNB 1518 like RC permit. Insurance Policy, D.L etc. by UIIC Ltd., Adayar, Madras.

x.Motor claim note put up UIIC Ltd., for Adayar Division, Madras for processing claim for accident to car TNB 1518.

xi. Calculation sheet dt.Nil prepared by UIIC Ltd., Adayar Division, Madras-20 for processing Insurance claim for accident to car TNB 1518.

xii.Disbursement (Claims) Voucher dt.11.10.1986 for Rs.14,765/- issued by UIIC Ltd., Adayar Division, Madras-20 in favour of Mr.Chandra Kala Jain, name of claimant J.Rajaram.

xiii. Estimate dt.16.06.1988 for the car TNB 1518 in the letter head “Maha Auto Works”.

xiv. Towing Receipt dt.15.06.1988 for the car TNB 1518 in the letter head “Maha Auto Works”.

xv. Labour bill cum receipt dated 20.07.1988 for the car TNB 1518 in the letter head “Maha Auto Works” for making the said false claim with the United India Insurance, knowing or having reasons to believe them to be forged documents and thereby the accused Tr.Thyagarajan committed an offence punishable under section 467, 468 IPC and U/s.471 r/w.465, 467 and 468 IPC.

3. In pursuance of the aforesaid criminal conspiracy and in the course of same transaction during the said period the accused committed cheating by dishonestly making a false insurance claim in the name of Tr.J.Rajaram (Approver) owner of the Car TNB 1518 in respect of an accident to the said car which was said to have occurred on 15.06.1988 but which had not actually taken place and induced the United India Insurance Company, Adayar, Chennai to pass the claim for the sum of Rs.14,765/- in the name of Tr.J.Rajaram (Approver) who authorised the United India Insurance Company to issue a cheque in the name of Chandrakal Jain and got the payment and thereby the accused Tr.S.Thyagarajan had committed the offence under sec.420 IPC.

4. Taking Cognizance and furnishing Copies:

The Final Report was filed before the Hon'ble II Additional Sessions Court, Chennai, on 28.06.2006 and was taken on file as C.C. No.16 of 2006 on 31.07.2006 for the offences punishable under Section 120(B) r/w Sec.420, 465, 467, 468, 471 r/w 468 and 467 IPC. Upon issuance of summons, the Accused Tr.Thiyagarajan, appeared before the Hon'ble II Additional Sessions Judge, City Civil Court, Chennai on 31.07.2006 and his counsel filed Memo of Appearance.

In compliance with Section 207 Cr.P.C., copies of the amended Final Report and the Documents were furnished to Accused.

5. Charges framed against the Accused is as follows:-

Upon perusal of the entire records, the Hon'ble IInd Additional Sessions Judge, City Civil Court, Chennai framed **charges against the Accused for the offences punishable under Sections 420 r/w Sec.120(B), 467, 468 and 471 IPC.** The charges were read over and explained to the accused, and he pleaded not guilty and claimed to be tried.

6. After framing of charges, the charges were read over and explained to the accused persons, and they pleaded not guilty and claimed to be tried.

7. Even though the PW33 had splitted the charge sheet into 12 amended charge sheets, but the prosecution had examined the list of witnesses mentioned in the original charge sheet in all cases including the present case and also also marked the list of documents mentioned in the original charge sheet in all cases including the present case. Further, the prosecution filed the original documents partly in C.C.No.37 of 2011 and partly in C.C.No.40 of 2011 and the remaining cases in C.C.No.42 of 2011, C.C.No.43 of 2011, C.C.No.47 of 2011 and C.C.No.48 of 2011, the prosecution filed only the photocopies of the documents. On the side of the prosecution, PW1 to PW33 were examined and Documents Ex.P.1 to Ex.P.218 were marked. No Material Objects were marked. On the side of the defense, neither examined any witnesses nor marked any documents.

8. The Brief Case of the Prosecution:-

The case of the Prosecution as per the evidence of prosecution witnesses is that on credible information, the LW67/Tr. Nallamma Naidu, Superintendent of Police, Vigilance and Anti-Corruption, Chennai registered the FIR/Ex.P177 as against 18 persons including the accused stated that they have colluded together with owners of vehicles and with contract surveyors of the General Insurance Companies and filed false insurance claims based on the false FIR as if the motor vehicles were involved the accidents and forged documents like Motor Vehicle Inspection Reports, Insurance Surveyors Reports, Photographs of the vehicles, etc. and investigated the said case.

9. Thereafter, the PW32/Tr. Thomas, Deputy Superintendent of Police, Vigilance and Anti-Corruption, Chennai took the investigation as per the direction of DV&AC, Chennai. During investigation, the PW32 collected the documents and also examined witnesses, as listed in the final report. After the investigation, the PW32 filed one final report as against 13 persons including the accused that, during the period between July 1987 and February 1999, the accused and 15 others along with approvers' namely Tr. J. Rajaram and Tr. M.R.T. Ramanujam were parties to a criminal conspiracy for the purpose of making certain false insurance claims from United India Insurance Company having agreed to commit and abet one another in the commission of the offences of cheating, cheating by impersonation, forgery for the purpose of cheating, using as genuine the said forged documents, falsification of documents framing of incorrect documents by pubic servants and the accused committed the offences punishable under section 120(B) r/w Sec.420, 465, 467, 468, 471 r/w 468 and 467 IPC.

10. Thereafter, as per order of the Hon'ble II Additional Sessions Court, Chennai in Crl.M.P.No.10741/2005 dated 23.03.2006, the above charge sheet was splitted up into 12 amended charge sheets by PW33 and filed the present charge sheet before the Hon'ble II Additional Sessions Court, Chennai on 26.06.2006 and the same was taken on file as C.C.No.16 of 2006 on 17.07.2006 and subsequently, the said case was transferred to this court as per the direction of Hon'ble Principal Judge, Chennai and renumbered as C.C.No.42 of 2011.

11. According to the present final report, during the month of June 1988, the accused who was surveyor in United India Insurance company Ltd., Adayar, Chennai to facilitate a false insurance claim to Tr.J.Rajaram (Approver) in regard to his Car TNB1518 which met with an accident in June 1988 fraudulently or dishonestly used as genuine certain forged documents for making the said false claim with the United India Insurance, knowing or having reasons to believe them to be forged documents and thereby the accused committed an offences punishable under section 467, 468 IPC and U/s.471 r/w.465, 467 and 468 IPC.

12. Further, in pursuance of the aforesaid criminal conspiracy and in the course of same transaction during the said period the accused committed cheating by dishonestly making a false insurance claim in the name of

PW3/Approver namely Tr.J.Rajaram, owner of the Car TNB 1518, in respect of an accident to the said car which was said to have occurred on 15.06.1988, but which had not actually taken place and induced the United India Insurance Company, Adayar, Chennai to pass the claim for the sum of Rs.14,765/- in the name of PW3/Approver namely Tr.J.Rajaram, who authorized the United India Insurance Company to issue a cheque in the name of Chandrakal Jain and got the payment and thereby the accused committed the offence under sec.420 IPC.

13. The Nucleus of the Evidence of the Prosecution witnesses as follows:

PW1/Tr. M.R.T. Ramanujam (Approver No.1) deposed in his evidence about the conspiracy in the acts of preparing forged documents, such as FIR, spare parts bills and labour bills, M.V. Inspectors reports, Surveyors reports, etc. And thereby enabling the vehicle owners to claim false insurance amounts from United India Insurance Company as if the vehicles had met with accidents and also claiming false insurance amounts from United India Insurance Company for his own vehicles and other facts and through him Ex.P2 to Ex.P57 were marked.

14. PW2/Tr. J. Rajaram (Approver No.2) deposed in his evidence about the conspiracy in the acts of preparing forged documents, such as FIR, spare parts bills and labour bills, M.V. Inspectors reports, Surveyors reports, etc. And thereby enabling the vehicle owners to claim false insurance amounts from United India Insurance Company as if the vehicles had met with accidents and obtaining a share of the amounts thus received and other facts and through him Ex.P58 to Ex.P125 were marked.

15. PW3/Tr. P.U. Chandrasekaran deposed in his evidence about he worked as part time typist with PW3/Tr. Rajaram and filled insurance claim forms as directed by PW3 in respect of claims for lorry TMM 9155, TNF 1472, TDT 7479 and Car TNB 1518 and that in respect of the claim from relating to lorry TDT 7479, Krishnamurthy had signed and other facts and through him Ex.P126 to Ex.P128 were marked.

16. PW4/Tr. C. Mani, Bharathipuram, Shenoy Nagar, Chennai deposed in his evidence about the fact that he is the owner of the house at No.25, Bharathipuram, Shenoy Nagar, Chennai – 36 and that he had not rented is house to any one and that he does know anybody by name Murugan and other facts.

17. PW5/Tr. Rajasimheswaran, Assistant Administrative Officer, United India Insurance Company Limited, Chennai deposed in his evidence about the fact of processing the motor claims pertaining to Car 4774, Lorry TNF 1472, TSJ 1987 and preparing supplement motor claim note and other facts and through him Ex.P129 to Ex.P132 were marked.

18. PW6/Tr. Balasubramanian, Ellappan Naicken Street, Kamaleswaranpettai, Chennai, deposed in his evidence about the fact that there is no company by name “Saravadeve Transport” had existed at the address of No.20, Ellappan Naicken Street, Kamaleswaranpettai, Chennai – 2 and other facts.

19. PW7/Tr. K.R. Chidambaram, Admin. Officer, Internal Audit Department, United India Insurance Company, No.16A, Whites Road, Chennai – 14, deposed in his evidence about the fact that he had processed the motor claim in respect of lorry TMM 9155 relating to an accident on 07.08.1987 and that he had prepared the supplement to motor claim form regarding motor claim of lorry TMM 9155 relating to an accident on 20.08.1989 and other facts and through him Ex.P133 to Ex.P136 were marked.

20. PW8/Tr. Yegneswaran, Assistant Manager, United India Insurance Company Limited, Divisional Office, Mint Street, Chennai, deposed in his evidence about the fact of approving the motor claims in respect of Car TCV 4774, Lorry TNF 1472, Lorry TMM 9155 and also processing the motor claim in respect of lorry TDT 7479, Lorry TCH 2664 and other facts and through him Ex.P137 to Ex.P147 were marked.

21. PW9/Tr. Kannapiran, Proprietor of Kannapiran Traders, No.9, Begum Sahib 4th street, Anna Salai, Chennai, deposed in his evidence about the fact that being the proprietor of Kannapiran Traders and that bogus letter pads in the name of his firm "Kannapiran Trader" were used in claiming false insurance amounts from United India Insurance Company Limited for lorries namely TNF 1472, TDT 7479, TCZ 3569, TCH 2664 and other facts.

22. PW10/Tr. Rajendran, Branch Manager, United India Insurance Company Limited, Gee Complex, No.42, Anna Salai, Chennai – 2, deposed in his evidence about the fact of processing the motor claim file in respect of Lorry TNF 1472 and other facts and through him Ex.P148 to Ex.P150 were marked.

23. PW11/Tr. K. Jeyamurugan, No.24, Iyyappa Chetty Street, Chennai – 1, deposed in his evidence about the fact that he had printed the letterheads of Sri Selvam Motor Works and Hariharasudhan Automobiles and other facts.

24. PW12/Tr. V. K. Ranganathan, Proprietor of Sugam Finance and Investments Ltd., No.12, Navaneethammal Street, Ayyavoo Naidu Colony, Chennai – 29, deposed in his evidence about the fact that he gave no objection letter to United India Insurance Company Limited to enable Tr. Ramanujam to encash the cheque of United India Insurance Company Limited and other facts and through him Ex.P151 was marked.

25. PW13/Tr. S. Navarathan Kumar, No.460, Mint Street, Chennai – 79, deposed in his evidence about the fact that Approver Tr. Ramanujam had received finance from him for his lorry TNF 1472 and that he had given him a cheque for Rs.28,385/- from United India Insurance Company and other facts.

26. PW14/Tr. Murthy, Administrative Officer, United Indian Insurance Company Limited, Regional Office, Greams Road, Chennai – 6, deposed in his evidence about the fact of processing the motor claim file in respect of Lorry TNF 1472 and other facts.

27. PW15/Tr. D. Parthasarathy, No.935, 5th Block, VOC Nagar, Tondiarpet, deposed in his evidence about the fact that he had signed the survey report in respect of Car TNB 1518 and other facts and through him Ex.P152 was marked.

28. PW16/Tr. R. Govindan, Proprietor of Sri Lakshmi Auto Works, No.2, Bye-pass Road, Red Hills, Chennai – 52, deposed in his evidence about the fact that he is the Proprietor of Sri Lakshmi Auto Works and that the letter heads shown to him in the name of Sri Lakshmi Auto Works are not of his workshop and that they are bogus and other facts.

29. PW17/Tr. K.S. Balasundar, Inspector of Police, Pallikaranai Police Station, deposed in his evidence about the fact that he had registered the complaint of Devaraj in G-3, Kilpauk Police Station in Cr.No.2668/1988 under Sec.279 IPC regarding accident to Car TNB 1518 and other facts and through him Ex.P153 was marked.

30. PW18/Tr. S. Muthiah, Assistant Divisional Manager, United India Insurance Company Limited, Regional Office, Greams Road, Chennai – 6, deposed in his evidence about the fact of his office preparing the claim note in respect of motor claim for Lorry TNF 1472 and sending it to Divisional Office for settlement and issuing of cheque in favour of Approver Tr. Ramanujam and other facts and through him Ex.P154 was marked.

31. PW19/Tr. Kaleel Basha, No.5, Bank Street, 1st Lane, Chennai – 2, deposed in his evidence that he ruined the shop in that address between 1997 and 2007, but he did not know that the Auto Traders Company had existed at his area and turned hostile.

32. PW20/Tr. Srinivasan, Proprietor of NVM Automobiles, No.35, Bobegum Street, Anna Salai, Chennai – 2, deposed in his evidence about the fact that the labour bills, etc. in the name of NVM Automobiles are bogus and other facts and through him Ex.P155 was marked.

33. PW21/Tr. G. Govindarajan, Assistant Divisional Manager, United India Insurance Company Limited, Divisional Office-105, Armenian Street, Chennai – 1, deposed in his evidence about the fact of processing the motor claim file in respect of Car TCV 4774 and other facts and through him Ex.P156 was marked.

34. PW22/Tr. K. Kumar, Diagnostic Services, Barkitt Road, Chennai – 17, deposed in his evidence about the fact that he does not know anybody by the name of K.L. Bose and other facts.

35. PW23/Tr. Mahadevan, Assistant Divisional Manager, United India Insurance Company Limited, Ranipet, deposed in his evidence about the fact of processing the motor claim files in respect of Lorry TSJ 1987, Lorry TCZ 3569, Lorry TMM 9155, Maruti Van 3434, Lorry TCH 2664 and other facts and through him Ex.P157 to Ex.P161 were marked.

36. PW24/Tr. R.S. Subramaniyam, Senior Assistant, United India Insurance Company Limited, Divisional Office-105, Armenian Street, Chennai – 1, deposed in his evidence about the fact of processing the motor claim files in respect of Lorry TMM 9155, Lorry TCH 2664, Lorry TSJ 1987, Lorry TCZ

3569 and Maruti Van TSJ 3434 and other facts and through him Ex.P162 to Ex.P167 were marked.

37. PW25/Tr. M.G. Ravikumar, No.7, Ujjini Street, Ayanavaram, Chennai – 23, deposed in his evidence about the fact that he did not give his house at No.7, Ujjini Street, Ayanavaram, Chennai – 23 on rent and that he does not know anybody by the name of Amanullah and other facts.

38. PW26/Tr. Rajasekaran, No.17, G.P. Road, 2nd Floor, Chennai – 2, deposed in his evidence about the fact that the spareparts bills in the name of Ranjana Auto Centre are bogus and other facts and through him Ex.P168 was marked.

39. PW27/Tr. Rajendran, Salaiveedu Village, Vandavasi Taluk, deposed in his evidence about the fact that his mother namely Tmt. Sakunthala is the owner of the Lorry TCZ 3569 and that the said Lorry did not met with any accident and that his mother did not make any claim with United India Insurance Company Limted and other facts.

40. PW28/Tr. Sambasivam, Proprietor of Geetha Automobiles, No.121, G.P. Road, Chennai – 2, deposed in his evidence about the fact that the firm Krishna Automobiles did not exist at No.121, General Petter Road, Chennai – 2 and other facts.

41. PW29/Tr. P. Bhakthavachalam, Proprietor of P.B.S. Auto Works, No.26, Trunk Road, Devi Nagar, Porur, Chennai – 116, deposed in his evidence about the fact that the letterheads in the name of P.B.S. Auto Works and the

Rubber Stamps used for marking the motor claim in respect of Lorry TMM 9155 are bogus and other facts.

42. PW30/Tr. M. Kasi, Scientific Assistant Grade-I & Document Expert, Forensic Sciences Department, Forensic House, Kamarajar Salai, Chennai – 4, deposed in his evidence about the fact of comparing the questioned documents with the writing of Krishnamurthy and giving his opinion and other facts and through him Ex.P169 to Ex.P175 were marked.

43. PW31/Tr. M.S. Shanmukasundaram, Regional Transport Officer, Madras Central, Chennai – 31, deposed in his evidence about the fact of receiving the xerrox copies of CFX forms, offering his opinion and other facts and through him Ex.P176 was maked.

44. PW32/Tr. P.V. Thomas, Inspector of Police, Vigilance and Anti-corruption, Special Unit-III, Chennai, deposed in his evidence about the fact of registeration of FIR by Tr. Nallama Naidu, Superintendent of Police, Vigilance and Anti-Corruption, Special Investigation Cell, Chennai and investigated the case and thereafter he took the further investigation and obtaining court orders to treat the accused persons namely Tr. Rajaram and Tr. M.R.T. Ramanujam as approvers and filed his final report against the accused persons and other facts and through him Ex.P177 to Ex.P218 were marked.

45. PW33/Tr. M. Prabaharan, Inspector of Police, Vigilance and Anti-corruption, Special Unit-III, Chennai, deposed in his evidence about the fact of filling of 12 amended charge sheets as per the order of the court.

46. Questioning U/s.313 Cr.P.C and Defence Evidence:

On conclusion of the prosecution evidence, the Accused was examined u/s.313(1)(b) of Cr.P.C pertaining to the incriminating evidence tendered against him by the prosecution witnesses and the Accused answered the same as false and pleaded that the false case is foisted against him. On the side of the Accused, neither examined any witnesses nor produced any documents.

47. The case of the Accused :

The case of the defense as per the trend of the cross examination of the prosecution witnesses and the reply given by the accused during Questioning u/s.313 (1) (b) of Cr.P.C is that the Investigating Officer/PW3 has not seized surveyor's register during investigation and also not seized any document to prove that the accused had received survey charges from the Insurance Company and further that, except the evidence of PW3/Approver, no other witnesses examined on the side of prosecution to prove the case against the accused and the evidence of PW3/Approver is not sufficient to convict the accused and also further that, when the prosecution has come up with a version that the Investigating Officer/PW33 has not taken any steps to send the alleged bogus documents and specimen signatures of the accused, approvers and others to the forensic lab for examination in order to find out whether the survey report is fake or genuine. The accused has taken further defence that the Investigating Officer did not seize the alleged ill-gotten money obtained by the said Ramanujam and Rajaram on the basis of the false claims by submitting false documents, during his investigation and also further that the Investigating Officer had, for the reasons best known to him, made the main accused Tr. Ramanujam and Tr. Rajaram as approvers without following the guidelines of the Hon'ble Apex Court hence the Accused has prayed that he has to be Acquitted from the above case.

48. Points for consideration:

Whether the prosecution has proved the guilt of the Accused beyond reasonable doubt?

49. Heard both sides in Length. Records perused. Written arguments filed on the Prosecution side as well as on the side of the Accused perused.

50. The Arguments of the Learned Special Public prosecutor:

The Learned Special Public Prosecutor who open the case of the prosecution would submit that the Accused was Surveyor in United India Insurance Company Limited and private individual and during month of June 1988, he has to facilitate a false insurance claim to PW3/Approver with regard to Car bearing Reg. No. TM 1518 which met with an accident in June 1988 fraudulently or dishonestly used as genuine certain forged documents with the United India Insurance Company Limited, knowing or having reasons to believe them to be forged documents hence the accused committed the offences punishable Sections 420 r/w Sec.120(B), 467, 468 and 471 IPC.

51. The Learned Special Public Prosecutor would submit that the PW2/Tr. Ramanujam and PW3/Tr. Rajaram, who were included as accused initially and subsequently on their expresses and willingness, they turned an as approvers and deposed in their evidence about the conspiracy between them and other accused persons including the accused to make the false insurance claims on Motor Vehicles on the basis of false and forged documents and the said evidences of PW2 and PW3 was also corroborated by the other prosecution witnesses hence the prosecution has proved the offices as against accused beyond the reasonable doubt.

52. The Learned Special Public Prosecutor would submit that due to misplacement of the originals of the confession statements of the approvers recorded under Sec.164 Cr.P.C. and the Tendor of Pardon proceedings while transmitted the records from the Hon'ble High Court, Madras to the II Additional Sessions Court, Chennai, the prosecution marked the photocopies of the said documents before this court and the same would be considered as Secondary Evidence since after recording the confession statements of the approvers recorded under Sec.164 Cr.P.C. and the Tendor of Pardon proceedings, the originals are to be transferred to the Jurisdictional Court.

53. The Learned Special Public Prosecutor would submit that the Accused cannot be taken advantage and also cannot be escaped from the clutches of law only on the ground of non-production of originals of the confession statements of the approvers recorded under Sec.164 Cr.P.C. and the Tendor of Pardon proceedings since the copies of said documents, which was taken from originals, were already furnished to the accused under Sec.207 Cr.P.C.

54. The Learned Special Public Prosecutor would submit that the accused alleged that the Investigation Officer had not seized the ill-gotten money obtained through false insurance claims, but he failed to notice that the accused and approvers along other accused persons have conspired and the accused namely Tr. S. Unni had taken major portions from the said false claims and had paid part of it to the approvers which they have spent then and there for creating the false douments hence the said allegation of accused cannot be accepted.

55. The Learned Special Public Prosecutor would submit that the accused cannot be claimed any advantage for the delay in completing the investigation and in filing charge sheet since the entire delay was occurred due to the reason of filing several discharge petitions and quash petitions by the accused perosn and also due to transfer of the above case one court to another.

56. The Learned Special Public Prosecutor would submit that the accused is an habitual offender and has been convicted for a similar offence and further the case was stagnated for several hearings for his appearence hence the prosecution cannot be held responsible for the delay.

57. The Learned Special Public Prosecutor would submit that the evidence of the witnesses of PW1 to PW33 and Ex.P1 to Ex.P218 would all categorically prove that the accused officer 2 has committed the offence punishable u/s. 420 r/w Sec.120(B), 467, 468 and 471 IPC. As the prosecution has proved the case beyond reasonable doubt the Accused has to be convicted is the contention of the Learned Special Public Prosecutor.

58. The Learned Special Public Prosecutor relied upon the **following precedents of the Hon'ble Supreme Court in order to substantiate his defence, they are:**

1) State of Madhya Predesh Vs. Srira Singh reported in (2002) SAR (Criminal) 307.

2) Madhkar Bhaskarrao Joshi Vs. State of Maharastra, decided on 9th November, 2000.

59. The Arguments of the Learned Counsel for the Accused :

The Learned counsel for accused would submit that though the prosecution has examined PW1 to PW34 witnesses and marked documents as Ex.P1 to Ex.P219, however, the prosecution has failed to prove the case has against the accused and further would submit that though the charges framed as against the accused are for the offences u/s. 420 r/w Sec.120(B), 467, 468 and 471 IPC, but there are no materials produced by the prosecution to satisfy the ingredients of the above said offences.

60. The Learned counsel for accused would submit that the Investigating Officer/PW33 has not taken any steps to send the alleged bogus documents and specimen signatures of the accused persons, approvers and others to the forensic lab for examination in order to find out whether the said documents are fake or genuine.

61. The Learned counsel for accused would submit that the Investigating Officer/PW33 did not seize the alleged ill-gotten money obtained by the said approvers namely Tr. Ramanujam and Tr. Rajaram on the basis of the bogus documents which is fatal to the prosecution case.

62. The Learned counsel for accused would submit that the Investigating Officer/PW3 has not seized surveyor's register during investigation and also not seized any document to prove that the accused had received survey charges from the Insurance Company which are fatal to the prosecution case.

63. The Learned counsel for accused would submit that the Investigating Officer/PW33 had, for the reasons best known to him, made the main accused Tr. Ramanujam and Tr. Rajaram as approvers without following the guidelines of the Hon'ble Apex Court.

64. The Learned counsel for accused would submit that the prosecution has relied the statements given by approvers/PW2 and PW3 under Sec.164 Cr.P.C., but they failed to produce the originals before this court and also failed to comply the mandatory requirements under Sec.65 of Indian Evidence Act to accept the photocopies as Secondary evidence hence the said statements are inadmissible until the non-production of the original.

65. The Learned counsel for accused would submit that while recording the confession statement of the accused under sec.164 Cr.P.C., the learned Magistrate must follow the procedural formalities and ensure that all the provisions are complied with properly, but in the present case, the learned

Magistrate has not given certificate as one required under Sec.164(4) Cr.P.C. which is mandatory hence the said statements of the approvers cannot be relied.

66. The Learned counsel for accused would submit that the prosecution has not let in any materials to show that there was a conspiracy and that the accused was involved and further non seizure any incriminating material by the Investigation Officers, it is clearly proved that the false case has been foisted against the accused officer with some ulterior motive.

67. The Learned counsel for accused relied upon the **following precedents of the Hon'ble Supreme Court and the Hon'ble High Courts in order to substantiate his defence, they are:**

1) H. Siddiqui (Died) by LRs Vs. A. Ramalingam reported in (2011) 4 Supreme Court Cases 240.

2) J. Yashoda Vs. K. Shoba Rani reported in (2007) 5 Supreme Court Cases 730.

3) Murugan and another Vs. State rep. By Inspector of Police, Selaiyoor Police Station, Chingleput District reported in 2006 (1) CTC 821.

4) Andasu Ravinder and another Vs. The State rep. By the Superintendent of Police, SPE/CBI/ACB/Chennai and another decided by the Hon'ble High Court on 06.11.2015 vide Crl.R.C.No.1060 of 2015.

5) P. Ramachandra Rao Vs. State of Karnataka reported in (2002) 4 Supreme Court Cases 578.

68. Discussion and Decision:

On perusal of entire records, it is evident that the case of prosecution that during the month of June 1988, the accused, who was surveyor in United India Insurance company Ltd., Adayar, Chennai, to facilitate a false insurance claim to PW3/Approver namely Tr.J.Rajaram in regard to his Car TNB1518 which met with an accident in June 1988 fraudulently or dishonestly used as genuine certain forged documents for making the said false claim with the United India Insurance, knowing or having reasons to believe them to be forged documents and induced the United India Insurance Company, Adayar, Chennai to pass the claim for the sum of Rs.14,765/- in the name of PW3/Approver namely Tr.J.Rajaram, who authorized the United India Insurance Company to issue a cheque in the name of Chandrakal Jain and got the payment and thereby the accused committed the offences u/s. 420 r/w Sec.120(B), 467, 468 and 471 IPC.

69. On other hand, the accused officer 2 has raised the defence that the Investigating Officer/PW3 has not seized surveyor's register during investigation and also not seized any document to prove that the accused had received survey charges from the Insurance Company and further that, except the evidence of PW3/Approver, no other witnesses examined on the side of prosecution to prove the case against the accused and the evidence of PW3/Approver is not sufficient to convict the accused. Further, the accused has taken the defence that, when the prosecution has come up with a version that the Investigating Officer/PW33 has not taken any steps to send the alleged bogus documents and specimen signatures of the accused, approvers and others to the forensic lab for examination in order to find out whether the survey report is fake or genuine and also further that the Investigating Officer did not seize the alleged ill-gotten money obtained by the said Ramanujam and Rajaram on the basis of the false claims by submitting false documents, during his investigation hence the Accused has prayed that he has to be Acquitted from the above case.

70. In order to accept the above case of prosecution, it is necessary to decide the following facts by this court. They are :

1. **The Accused prepared the survey report for the vehicle namely Car bearing Reg. No. TNB 1518 in the blank and signed Letterhead of PW15/Tr.Parthasarathy falsely as per the instruction of PW2/Approver namely Tr. Rajaram based on the false documents in order to make false claim.**
2. **The Accused used the forged documents as genuine after knowing and having reasons to believe them as forged documents in order to make as false insurance claim to PW2/Approver namely Tr. J. Rajaram for the vehicle namely Car bearing Reg. No. TNB 1518.**
3. **The Accused induced the United India Insurance Company, Adayar, Chennai, by cheating to pass the claim for the sum of Rs.14,765/- in the name of PW2/Approver namely Tr. J. Rajaram and issued a**

cheque in the name of Chandrakal Jain as per authorization by PW2/Approver namely Tr. J. Rajaram and got the payment.

4. **For commission of Offence U/s.420 r/w 120(B) IPC.**
5. **For commission of offences U/s.467, 468 and 471 IPC**

If the said facts are decided by this court then this court can come to a conclusion whether the Accused has committed the offences or not.

71. The Accused prepared the survey report for the vehicle namely Car bearing Reg. No. TNB 1518 in the blank and signed Letterhead of PW15/Tr.Parthasarathy falsely as per the instruction of PW2/Approver namely Tr. Rajaram based on the false documents in order to make false claim.

According to the prosecution, the accused worked as surveyor in the United India Insurance Company, Adayar, Chennai at the relevant period and he prepared the false survey report for the Car bearing Reg. No.1518 as per instruction of PW2/Approver namely Tr. Rajaram in the blank and signed Letterhead of PW15/Tr. Parthasarathy based on the false documents in order to make false claim in favour of PW2/Approver before the United India Insurance Company Limited. In order to establish the said facts, the prosecution has examined the approver namely Tr. Rajaram as PW2 and the said Tr. Parthasarathy as PW3 and marked the Confession Statement of Approver namely Tr. Rajaram under Sec.164 Cr.P.C as Ex.P57 and Ex.P58 and Motor

Survey Report dated 18.07.1988 submitted for the Car bearing Reg. No.1518 in the name of Tr. Parthasarathy as Ex.P151.

72. On perusal of the evidence of PW2/Approver, he has categorically deposed in his evidence that his Ambassador Car bearing Reg. No.1518 met with an accident on 08.06.1998 and he got FIR for the said accident through PW1/Tr. Ramanujam by paid Rs.500/- along with vehicle records and thereafter, he got the survey report from the accused as per his instructions and the same was produced along with documents namely Spare parts bill, Labour bill and photographs to A1 and then he got the amount of Rs.14,000/- for his claim from the United India Insurance Company Limited. In this regard, I relied the evidence of PW2/Approver as follows,

> **"டி என் பி 1518 என்ற அம்பாஸிடர் கார் என்னுடைய சொந்த வண்டியாகும். 08.06.1998 அன்று அந்த வண்டிக்கு ஒரு சிறு விபத்து ஏற்பட்டது. நான் அந்த வண்டியின் ஆவணங்களை ராமானுஜத்திடம் கொடுத்து பணம் ரூ.500/- கொடுத்து முதல் தகவல் அறிக்கை வாங்கித் தரும்படி கேட்டேன். அவரும் வாங்கி கொடுத்தார். நான் தியாகராஜன் என்ற சர்வேயரிடம் சொல்லி ஒரு சர்வே ரிப்போட்ர் கொடுக்க சொன்னேன். நான் கூறியபடி தியாகராஜன் தட்டச்சு செய்து ஒரு சர்வே ரிப்போர்ட் கொடுத்தார். நான் அந்த வண்டிக்காக போலியாக புகைபடம் தயார் செய்தேன். மெகா ஆட்டோ ஒர்க்ஸ் என்ற பெயரில் ஒர்க் ஷாப் பில் ஆட்டோ வே டிரேடிங் கம்பெனி பேரில் ஸ்பேர் பார்ட்ஸ் பில் ஆகியவற்றை வாங்கி உன்னியின் இன்சூரன்ஸ் டிவிசனிலில் தாக்கல் செய்தேன். பைனான்சியர் சந்திரகலா ஜெயின் ரூ.14000/-காசோலை வாங்கி அந்த பைனான்ஸ் கடையில் கொடுத்து நான் ஏற்கனவே வாங்கியிருந்த கடனை சரி செய்துவிட்டேன்."**

73. From the evidence of the PW2/Approver, it reveals that the accused had typed the Survey report as per the instructions of PW2/Approver. Admittedly, the PW2/Approver has not deposed in his evidence before this court that the accused had prepared the survey report on the basis of the false documents produced by him and after knowing that the said documents which were produced by him as false documents.

74. On perusal of the evidence of PW15/Tr. Parthasarathy, he has categorically deposed in his evidence that he worked as Junior Surveyor under the accused and he handed over his blank and signed Letterheads survey forms to the accused and the same was used by the accused to prepare the survey reports and they divided the survey charges received from the United India Insurance Company Limited equally between them and also he further deposed that when the PW33/Investigation Officer shown the survey report before him, he realized that the survey report was prepared in his blank and signed Letterhead survey form which was handed over to the accused. In this regard, I relied the deposition of PW15 as follows,

> **"நான் 1987ம் ஆண்டு டெல்லியில் உள்ள General Insurance Corporation சர்வேயராக உரிமம் பெற்றேன். சர்வேயர் என்கிற முறையில் யுனைடெட் இந்தியா இன்சூரன்ஸ் அடையாறு கிளைக்கு வேலை நிமித்தமாக சென்று வருவேன். அந்த சமயத்தில் திரு.தியாகராஜன் என்பவர் என்னுடைய சீனியர் சர்வேயராக இருந்தார். நான் அவரிடம் சீனியராக பணிபுரிந்தேன். அந்த சமயத்தில் முரளி, சுவாமிநாதன் என்ற நபர்களும் இன்சூரன்ஸ் நிறுவனத்தின் சர்வேயர்களாக இருந்தனர். எங்களிடம் 3 நகல்கள் கொண்ட சர்வேயர் ரிப்போர்ட் புத்தகம் இருக்கும். நான் சுமார் 20 படிவங்களில்**

கையெழுத்து மட்டும் போட்டு தியாகராஜன் அவர்களிடம் ஒப்படைத்தேன். பொதுவாக சர்வே செய்யும்போது சர்வேயருக்கு ரூ.300/—காப்பீட்டு நிறுவனத்தால் வழங்கப்படும். நான் தியாகராஜன் என்பவரிடம் ஜீனியதாக இருந்ததால் காப்பீட்டு நிறுவனத்தில் சர்வேயருக்கு கொடுக்கும் தொகையில் 50 சதவீதம் தியாகராஜன் அவர்களுக்கு கொடுத்துவிடுவேன். பின்னர் இவ்வழக்கு சம்மந்தமாக ஊழல் தடுப்பு மற்றும் கண்காணிப்புத்துறை ஆய்வாளர் திரு.தாமஸ் அவர்கள் 09.04.1997 அன்று என்னிடம் அம்பாசிடர் கார் பதிவு எண். TNB 1518 என்ற காரினை நான் சர்வே செய்தது போன்ற 18.07.1988 தேதியிட்ட அச்சு படிவ அறிக்கையினை என்னிடம் காண்பித்து என்னை விசாரணை செய்தார். ஆனால் அந்த அறிக்கையில் குறிப்பிட்டவாறு நான் அந்த காரினை ஆய்வு செய்யவில்லை. நான் தியாகராஜன் என்பவரிடம் கையொப்பம் போட்டு கொடுத்த அச்சு படிவத்தில் அந்த அறிக்கை தயார் செய்யப்பட்டிருந்தது. அந்த அறிக்கையின் நகல் அ.த.சா.ஆ.151 ஆகும்."

75. On careful considering of the said evidence of PW15, it is found that the PW15 never deposed in his evidence that the said survey report was prepared by the accused, but he deposed that the said survey report was prepared in his blank and signed Letterhead survey form which was handed over to the accused. Mere handed over the Letterhead survey forms to the accused by the PW15 alone cannot be taken to prove the case of prosecution that the accused alone prepared the survey report falsely on the instructions of PW2/Approver. Hence this court has concluded that the evidence of PW15 is no way helpful to prove the case of prosecution that the accused alone prepared the survery report falsely as per the instructions of PW2/Approver based on the false documents to make the false claim before the Insurance Company.

76. On perusal of the Ex.P151, it is found that the said survey report contained 5 pages and out of 5 pages, the first two pages alone was available in the printed format and the remaining three pages were additional sheets and it is also found that the first page alone was the Letterhead and however, the said PW5/Parthasarathy signed in the bottom of all pages. According to the PW15, he had survey book contained 3 copies in each form and he had handed over 20 blank and signed survey forms to the accused. Under such circumstances, the doubt arises before this court that how the signatures of PW15 were obtained in the additional sheets without the knowledge of PW15.

77. In the above case, originally the PW2/Tr. J. Rajaram was shown as accused no.11 in the FIRs lodged by Vigilance and Anti-corruption Police and during investigation by the PW33/Investigation officer of Vigilance and Anti-corruption, the PW2/Tr. J. Rajaram was consented to become an approver and to give a confession statement hence the PW32/Investigating Officer has submitted requisition to Hon'ble Chief Metropolitan Magistrate, Egmore, Chennai to nominate the Metropolitan Magistrate to record his confession statement under Sec.164 of Cr.P.C. on 07.08.1995 and based on the said requisition, the Hon'ble Chief Metropolitan Magistrate, Egmore, Chennai nominated the Hon'ble XXI Metropolitan Magistrate, Egmore through order dated 08.08.1995. As per the said order, the Hon'ble XXI Metropolitan Magistrate, Egmore recorded the confession statement/Ex.P57 & Ex.P58 of said PW2/Tr. J. Rajaram on 04.09.1995. After recording his confession statement/Ex.P57 & Ex.P58, the pardon was given to him under Sec.360 of Cr.P.C. by the Hon’ble IV Metropolitan Magistrate, Saidapet through the Tendor of Pardon proceedings/Ex.P215 on 19.07.1996.

78. On perusal of the Ex.P57 and Ex.P58, the PW2/Approver has deposed in his confession statement, the accused issued survey report only after conducted the survey of the Car bearing Reg. No. TNB 1518 belonged to him. I relied the relevant portion of the said confession statement of PW2/Approver as follows,

> **"TNB 1518 என்னுடைய வண்டி. தியாகராஜன் என்பவர் எனக்கு நண்பர். அவர் ஒரு சர்வேயர். 08.06.1988 அன்று ஒரு மைனர் ஆக்ஸிடென்ட் ஆனது. நான் MRT Ramanujam இடம் ரூ.500/– கொடுத்து போலிஸ் ரிபோர்ட், FIR கேட்டேன். அவர் FIR வாங்கிகொடுத்தார். தியாகராஜன் சர்வே பன்னி நான் வேறு போட்டோ வைத்து மகா ஆட்டோ ஒர்க்ஸ் பில் வைத்து "Boosted Claim" போட்டு ரூ.14,000/– வாங்கினேன்."**

79. Now the question arise before this court that whether the Accused prepared the survey report falsely in the blank and signed Letterhead survey form of PW15 as per the instruction of PW2/Approver namely Tr. Rajaram based on the false documents in order to make false claim or not. In order to prove the said fact, the prosecution has relied the evidence of PW2/Approver and PW15/Tr. Parthasarathy. This court has already concluded that the evidence of PW15 is no way helpful to prove the case of prosecution that the Accused alone prepared the survey report in the blank and signed Letterhead survey form of PW15 falsely as per the instruction of PW2/Approver namely Tr. Rajaram based on the false documents in order to make false claim. After discarded the evidence of PW15, the remaining evidence is only the PW2/Approver alone. Except the evidence of PW2/Approver, no other prosecution witnesses and documents had connected the Accused with the said crime. None of the prosecution witnesses have deposed about the facts relating to the connection of Accused with alleged crime and also with the PW2/Approver.

80. Admittedly, the prosecution has connected the Accused with the crime only on the basis of the testimony of the PW2/Approver evidence since none of other prosecution witnesses had connected the Accused with crime. It is no doubt the evidence of approver can be considered, but he should be trustworthy. Under the said circumstances, this court has to decide that whether the evidence of PW2/Approver is trustworthy and whether the PW2/Approver evidence is alone sufficient to prove the above case.

81. Legal Position about Accomplice/Approver

Sec.133 of the Evidence Act expressly provides that an accomplice is a competent witness against his co-accused and it renders admissible the testimony of an accomplice against his co-accused. It has, however, been a long settled practice of law that Section 133 of the Evidence Act must be read along with the provisions of illustration (b) to Section 114 of the Evidence Act. Sec.114 of the Evidence Act empowers the court to presume the existence of certain facts and Illustration (b) in express terms says that an accomplice is unworthy of credit unless he is corroborated in material particulars. Thus, it follows, that whereas law permits the conviction of an accused person on the basis of the uncorroborated testimony of an accomplice by virtue of the provisions of Sec.133 who is treated as a competent witness, the rule of prudence which has rightly been always accepted by the courts, embodied in Illustration (b) of Sec.114 of the Evidence Act, strikes a note of warning/caution to the courts that an accomplice does not generally deserve to be relied upon, unless his testimony is corroborated in material particulars. Thus, as a matter of practice and prudence the courts have held that the testimony of an approver may be accepted in evidence for recording conviction of an accused person provided it receives corroboration from direct or circumstantial evidence in material particulars. The courts have generally looked upon with suspicion the statement of an approver because he is considered to be a person of low morals and not a wholly trustworthy person who for the sake of earning pardon for himself is willing to let down his erstwhile accomplices and therefore before recording conviction courts insist upon independent corroboration of his testimony.

82. In this regard, the Hon'ble Supreme Court, in **Ravinder Singh – Vs - State of Haryana, (1975 (3) SCC 742)** has laid down the twin tests that are to be satisfied while appreciating and accepting the evidence of accused turned approvers, wherein it was held as under :

"12. An approver is a most unworthy friend, if at all, and he, having bargained for his immunity, must prove his worthiness for credibility in court. This test is fulfilled, firstly, if the story he relates involves him in the crime and appears intrinsically to be a natural and probable catalogue of events that had taken place. The story if given of minute details according with reality is likely to save it from being rejected brevimanu. Secondly, once that hurdle is crossed, the story given by an approver so far as the accused on trial is concerned, must implicate him in such a manner as to give rise to a conclusion of guilt beyond reasonable doubt. In a rare case taking into consideration all the factors, circumstances and situations governing a particular case, conviction based on the uncorroborated evidence of an approver confidently held to be true and reliable by the Court may be permissible. Ordinarily, however, an approver's statement has to be corroborated in material particulars bridging closely the distance between the crime and the criminal. Certain clinching features of involvement disclosed by an approver appertaining directly to an accused, if reliable, by the touchstone of other independent credible evidence, would give the needed assurance for acceptance of his testimony on which a conviction may be based.

13. The approver here was a constant companion of the accused. He was arrested along with the accused on August 13. He was in police custody till August 27 when he was sent to the jail thereafter. He wrote through the Jail Superintendent to the Magistrate on August 29 expressing willingness to give evidence as "sultani gawa" (originally King's witness). He was then granted conditional pardon on September 6 and was examined thereafter as a prosecution witness. Every approver comes to give evidence in some such manner seeking to purchase his immunity and that is why to start with he is an unreliable person and the rule of

caution calling for material corroboration is constantly kept in mind by the court by time-worn judicial practice.

14. Ignoring for a moment that PW 5 is an approver, there is nothing in his evidence to show that his statement otherwise is unreliable, unnatural or improbable. There is nothing to show that he had on any earlier occasion made any contradictory statement on any material point. It is true that an approver is a person of low morals for the reason that he being a co-participator in the crime has let down his companion. As pointed out above, it is for this reason that a rule of caution has grown whereby the Court has to see if his evidence is corroborated in material particulars connecting the accused with the crime."

83. Further, In **Mrinal Das – Vs - State of Tripura, (2011 (9) SCC 479),** the Hon'ble Supreme Court, after examining the various case laws insofar as accepting the evidence of the approver and its competency vis-a-vis corroboration, has made a detailed analysis of the ratio laid down in various decisions, which circumscribe each other and, in effect, held as under :-

"17. Though a conviction is not illegal merely because it proceeds on the uncorroborated testimony of an approver, yet the universal practice is not to convict upon the testimony of an accomplice unless it is corroborated in material particulars. The evidence of an approver does not differ from the evidence of any other witness save in one particular aspect, namely, that the evidence of an accomplice is regarded ab initio as open to grave suspicion. If the suspicion which attaches to the evidence of an accomplice be not removed, that evidence should not be acted upon unless corroborated in some material particulars; but if the suspicion attaching to the accomplice's evidence be removed, then that evidence may be acted upon even though

uncorroborated, and the guilt of the accused may be established upon the evidence alone.

18. In order to understand the correct meaning and application of this term, it is desirable to mention Section 133 of the Evidence Act, 1872 along with Illustration (b) to Section 114 which read as under:

"133. Accomplice.—An accomplice shall be a competent witness against an accused person; and a conviction is not illegal merely because it proceeds upon the uncorroborated testimony of an accomplice."

Illustration (b) to Section 114 "The court may presume— *** (b) that an accomplice is unworthy of credit, unless he is corroborated in material particulars;"

19. Dealing with the scope and ambit of the above noted two provisions, this Court, in Bhiva Doulu Patil v. State of Maharashtra [AIR 1963 SC 599 : (1963) 1 Cri LJ 489 : (1963) 3 SCR 830] , has held that both the sections are part of one subject and have to be considered together. It has further been held:

"7. The combined effect of Sections 133 and 114, Illustration (b) may be stated as follows: according to the former, which is a rule of law, an accomplice is competent to give evidence and according to the latter which is a rule of practice it is almost always unsafe to convict upon his testimony alone. Therefore though the conviction of an accused on the testimony of an accomplice cannot be said to be illegal yet the courts will, as a matter of practice, not accept the evidence of such a witness without corroboration in material particulars.

20. The very same principle was reiterated in Mohd. Husain Umar Kochra v. K.S. Dalipsinghji [(1969) 3 SCC 429 : 1970 SCC (Cri) 99] and it was held:

"21. … The combined effect of Sections 133 and 114, Illustration (b) is that though a conviction based

upon accomplice evidence is legal the court will not accept such evidence unless it is corroborated in material particulars. The corroboration must connect the accused with the crime. It may be direct or circumstantial. It is not necessary that the corroboration should confirm all the circumstances of the crime. It is sufficient if the corroboration is in material particulars. The corroboration must be from an independent source. One accomplice cannot corroborate another…."

21. While considering the validity of the approver's testimony and tests of credibility, this Court, in Sarwan Singh v. State of Punjab [AIR 1957 SC 637 : 1957 Cri LJ 1014 :1957 SCR 953] has held as under:

"7. … An accomplice is undoubtedly a competent witness under the Evidence Act, 1872. There can be, however, no doubt that the very fact that he has participated in the commission of the offence introduces a serious stain in his evidence and courts are naturally reluctant to act on such tainted evidence unless it is corroborated in material particulars by other independent evidence. It would not be right to expect that such independent corroboration should cover the whole of the prosecution story or even all the material particulars. If such a view is adopted it would render the evidence of the accomplice wholly superfluous. On the other hand, it would not be safe to act upon such evidence merely because it is corroborated in minor particulars or incidental details because, in such a case, corroboration does not afford the necessary assurance that the main story disclosed by the approver can be reasonably and safely accepted as true. But it must never be forgotten that before the court reaches the stage of considering the question of corroboration and its adequacy or otherwise, the first initial and essential question to consider is whether even as an accomplice the approver is a reliable witness. If the answer to this

question is against the approver then there is an end of the matter, and no question as to whether his evidence is corroborated or not falls to be considered. In other words, the appreciation of an approver's evidence has to satisfy a double test. His evidence must show that he is a reliable witness and that is a test which is common to all witnesses. If this test is satisfied the second test which still remains to be applied is that the approver's evidence must receive sufficient corroboration. This test is special to the cases of weak or tainted evidence like that of the approver.

8. … Every person who is a competent witness is not a reliable witness and the test of reliability has to be satisfied by an approver all the more before the question of corroboration of his evidence is considered by criminal courts."

23. In Abdul Sattar v. UT, Chandigarh [1985 Supp SCC 599 :1985 SCC (Cri) 505] where the prosecution had sought to prove its case by relying upon the evidence of the approver, it was held that:

"6. … The approver is a competent witness but the position in law is fairly well settled that on the uncorroborated testimony of the approver it would be risky to base the conviction, particularly in respect of a serious charge like murder." Once the evidence of the approver is found to be not reliable, the worth of his evidence is lost and such evidence, even by seeking corroboration, cannot be made the foundation of a conviction. The above said ratio has been reaffirmed and reiterated by this Court in Suresh Chandra Bahri v. State of Bihar [1995 Supp (1) SCC 80: 1995 SCC (Cri) 60], Ramprasad v. State of Maharashtra [(1999) 5 SCC 30: 1999 SCC (Cri) 651: AIR 1999 SC 1969: 1999 Cri LJ 2889] and Narayan Chetanram Chaudhary v. State of Maharashtra [(2000) 8 SCC 457: 2000 SCC (Cri) 1546].

24. In Narayan Chetanram Chaudhary [(2000) 8 SCC 457 : 2000 SCC (Cri) 1546] it was further held that:

"37. For corroborative evidence the court must look at the broad spectrum of the approver's version and then find out whether there is other evidence to corroborate and lend assurance to that version. The nature and extent of such corroboration may depend upon the facts of different cases. Corroboration need not be in the form of ocular testimony of witnesses and may even be in the form of circumstantial evidence. Corroborative evidence must be independent and not vague or unreliable."

25. Similar question again came up for consideration before this Court in K. Hashim v. State of T.N. [(2005) 1 SCC 237 : 2005 SCC (Cri) 292 : 2005 Cri LJ 143] and Sitaram Sao v. State of Jharkhand [(2007) 12 SCC 630 : (2008) 3 SCC (Cri) 319] , wherein this Court has held that: (K. Hashim case [(2005) 1 SCC 237 : 2005 SCC (Cri) 292 : 2005 Cri LJ 143] , SCC p. 247, para 26)

"26. Section 133 of the Evidence Act expressly provides that an accomplice is a competent witness and the conviction is not illegal merely because it proceeds on an uncorroborated testimony of an accomplice. In other words, this section renders admissible such uncorroborated testimony. But this section has to be read along with Section 114 Illustration (b). The latter section empowers the court to presume the existence of certain facts and the illustration elucidates what the court may presume and makes clear by means of examples as to what facts the court shall have regard to in considering whether or not the maxims illustrated apply to a given case. Illustration (b) in express terms says that an accomplice is unworthy of credit unless he is corroborated in material particulars. The statute permits the conviction of an accused on the basis of

uncorroborated testimony of an accomplice but the rule of prudence embodied in Illustration (b) to Section 114 of the Evidence Act strikes a note of warning cautioning the court that an accomplice does not generally deserve to be believed unless corroborated in material particulars. In other words, the rule is that the necessity of corroboration is a matter of prudence except when it is safe to dispense with such corroboration must be clearly present in the mind of the Judge."

26. In Sheshanna Bhumanna Yadav v. State of Maharashtra [(1970) 2 SCC 122 : 1970 SCC (Cri) 337] the test of reliability of the approver's evidence and rule as to corroboration was discussed. The following discussion and conclusion are relevant which read as under:

"12. The law with regard to appreciation of approver's evidence is based on the effect of Sections 133 and 114, Illustration (b) of the Evidence Act, namely, that an accomplice is competent to depose but as a rule of caution it will be unsafe to convict upon his testimony alone. The warning of the danger of convicting on uncorroborated evidence is therefore given when the evidence is that of an accomplice. The primary meaning of accomplice is any party to the crime charged and someone who aids and abets the commission of crime. The nature of corroboration is that it is confirmatory evidence and it may consist of the evidence of second witness or of circumstances like the conduct of the person against whom it is required. Corroboration must connect or tend to connect the accused with the crime. When it is said that the corroborative evidence must implicate the accused in material particulars it means that it is not enough that a piece of evidence tends to confirm the truth of a part of the testimony to be corroborated. That evidence must confirm that part of the testimony which suggests that

the crime was committed by the accused. If a witness says that the accused and he stole the sheep and he put the skins in a certain place, the discovery of the skins in that place would not corroborate the evidence of the witness as against the accused. But if the skins were found in the accused's house, this would corroborate because it would tend to confirm the statement that the accused had some hand in the theft.

13. This Court stated the law of corroboration of accomplice evidence in several decisions. One of the earlier decision is Sarwan Singh v. State of Punjab [AIR 1957 SC 637 : 1957 Cri LJ 1014 : 1957 SCR 953] and the recent decision is Lachhi Ram v. State of Punjab [AIR 1967 SC 792 : 1967 Cri LJ 671 : (1967) 1 SCR 243] . In Sarwan Singh case [AIR 1957 SC 637 : 1957 Cri LJ 1014 : 1957SCR 953] this Court laid down that before the court would look into the corroborative evidence it was necessary to find out whether the approver or accomplice was a reliable witness. This Court in Lachhi Ram case [AIR 1967 SC 792 : 1967 Cri LJ 671 : (1967) 1 SCR 243] said that the first test of reliability of approver and accomplice evidence was for the court to be satisfied that there was nothing inherently impossible in evidence. After that conclusion is reached as to reliability, corroboration is required. The rule as to corroboration is based on the reasoning that there must be sufficient corroborative evidence in material particulars to connect the accused with the crime."

27. In Dagdu v. State of Maharashtra [(1977) 3 SCC 68 : 1977 SCC (Cri) 421] the scope of Section 133 and Illustration (b) to Section 114 of the Evidence Act, 1872 and nature of rule of corroboration of accomplice evidence was explained by a three- Judge Bench of this Court in the following manner:

"24. In Bhuboni Sahu v. R. [(1948-49) 76 IA 147] the Privy Council after noticing Section 133 and

Illustration (b) to Section 114 of the Evidence Act observed that whilst it is not illegal to act on the uncorroborated evidence of an accomplice, it is a rule of prudence so universally followed as to amount almost to a rule of law that it is unsafe to act on the evidence of an accomplice unless it is corroborated in material respects so as to implicate the accused; and further that the evidence of one accomplice cannot be used to corroborate the evidence of another accomplice. The rule of prudence was based on the interpretation of the phrase 'corroborated in material particulars' in Illustration (b). Delivering the judgment of the Judicial Committee, Sir John Beaumont observed that the danger of acting on accomplice evidence is not merely that the accomplice is on his own admission a man of bad character who took part in the offence and afterwards to save himself betrayed his former associates, and who has placed himself in a position in which he can hardly fail to have a strong bias in favour of the prosecution; the real danger is that he is telling a story which in its general outline is true, and it is easy for him to work into the story matter which is untrue. He may implicate ten people in an offence and the story may be true in all its details as to eight of them but untrue as to the other two whose names may have been introduced because they are enemies of the approver. The only real safeguard therefore against the risk of condemning the innocent with the guilty lies in insisting on independent evidence which in some measure implicates each accused.

25. This Court has in a series of cases expressed the same view as regards accomplice evidence. (See State of Bihar v. Basawan Singh [AIR 1958 SC 500 : 1958 Cri LJ 976]; Haricharan Kurmi v. State of Bihar [AIR 1964 SC 1184 : (1964) 2 Cri LJ 344]; Haroon Haji Abdulla v. State of Maharashtra [AIR 1968 SC 832 : 1968 Cri LJ 1017] and Ravinder Singh v. State of

Haryana [(1975) 3 SCC 742 :1975 SCC (Cri) 202] .) In Haricharan [AIR 1964 SC 1184 : (1964) 2 Cri LJ 344] Gajendragadkar, C.J., speaking for a five-Judge Bench observed that the testimony of an accomplice is evidence under Section 3 of the Evidence Act and has to be dealt with as such. The evidence is of a tainted character and as such is very weak; but, nevertheless, it is evidence and may be acted upon, subject to the requirement which has now become virtually a part of the law that it is corroborated in material particulars."

28. In Rampal Pithwa Rahidas v. State of Maharashtra [1994 Supp (2) SCC 73 : 1994 SCC (Cri) 851], while considering the very same provisions, this Court has held that the approver's evidence must be corroborated in material particulars by direct or circumstantial evidence. This Court further held that while considering credibility of the approver and weight to be attached to his statement, the statement made in bail application of the approver can be looked into by the court.

29. It is clear that once the evidence of the approver is held to be trustworthy, it must be shown that the story given by him so far as an accused is concerned, must implicate him in such manner as to give rise to a conclusion of guilt beyond reasonable doubt. Insistence upon corroboration is based on the rule of caution and is not merely a rule of law. Corroboration need not be in the form of ocular testimony of witnesses and may even be in the form of circumstantial evidence."

84. The ratio laid down in the above decisions of the Hon'ble Supreme Court, as noted above, leaves no doubt in the mind of this Court that the Courts can very well act upon the evidence of the approver for rendering a finding as to the culpability of the other accused in the crime, but prudence warrants that the said evidence should be corroborated by way of materials and the evidence of the Approver should be corroborated on all material particulars. The evidence of the approver must be of such a nature that it unerringly points to the guilt of the other accused person in the crime, including himself, as part and parcel of the crime. It is not necessary that the corroboration of the evidence of the approver must be in the form of ocular testimony, suffice if the materials placed by the prosecution, be it in the nature of documentary evidence, corroborates the story unfolded through the version projected by the approver, the Court would be safe to act upon such an evidence to render a finding.

85. Keeping the above principles in mind, this court has considered the evidence of PW2/Approver. It has to be satisfied for two aspects before accepting the evidence of PW2/Approver, the first is that the PW2/Approver is a reliable witness and the second is that his statement should be corroborated with all material particulars.

86. On careful analysis of the evidence of PW2/Approver, he has categorically deposed in his evidence that he got the survey report from the accused as per his instructions and the same was produced along with documents namely Spare parts bill, Labour bill and photographs to A1 and then he got the amount of Rs.14,000/- for his claim from the United India Insurance Company Limited. In order to corroborate the said evidence of PW2/Approver, none of the prosecution witnesses deposed about the involvement of Accused in the said crime and there was no material evidence like documentary evidence except the Ex.P151 available on the prosecution side to connect the Accused in the said crime and also corroborate the evidence of PW2/Approver. However, the Ex.P151 is totally contradicted to the evidence of PW2/Approver since there is no evidence available in the said survey report that the said report was prepared by the accused alone. Absolutely, there was no evidence available before this court that the PW2/Approver got the survey report from the accused in the blank and signed Letterhead survey form of PW15 as per his instructions except the evidence of PW2/Approver. It is pertinent to note that the prosecution has not examined any witnesses to corroborate evidence of PW2/Approver except PW15. But the PW15 never deposed in his evidence that the said survey report was prepared by the accused alone. Without any evidence or documents adduced on the prosecution side for corroboration of the evidence of PW2/Approver, this court cannot be concluded that the case of prosecution has been proved only on the basis of the evidence of PW2/Approver.

87. The learned counsel for the Accused has contended that the prosecution has not taken any steps to produce the Survey Registers, which was maintained in the office of United India Insurance Co. Ltd. to prove that the said survey job was allotted either to PW15 or to the accused and also not taken any steps to produce the Survey charges disbursement register to prove that the survey charges for the said Car bearing Reg. No.TNB 1518 was received either by PW15 or by accused. Admittedly, the PW32/Investigation Officer has not recovered the said Survey Register and Survey Charges disbursement Register to establish the fact that the accused alone appointed by the United India Insurance Company Limited to conduct the survey of the Car bearing Reg. No. TNB 1518 and file his survey report and also he received the survey charges from the United India Insurance Company Limited. In this regard, the PW32/Investigation Officer himself admitted the said facts in his evidence and further admitted that the PW15 was one of the member in the said survey team, which was appointed by the United India Insurance Company Limited. I relied the relevant portion of the deposition of PW32/Investigation Officer as follows,

> **"Insurance நிறுவனத்தில் விபத்துக்குள்ளான வாகனத்தை சர்வே செய்வதற்காக நியமிக்கப்படும் சர்வேயர்கள் தனியாக பதிவேடுகளை பராமரிப்பார்கள் என்றால் சரிதான். அதை நான் என்னுடைய விசாரணையில் கைப்பற்றினேனா என்றால் கைப்பற்றவில்லை,……….**
> **................இந்த வழக்கில் சம்பந்தப்பட்ட கார் TNB 1518 என்ற வாகனத்தை Survey செய்த குழுவில் திரு.பார்த்தசாரதி என்ற சர்வேயர் இருந்தார் என்றால் சரிதான்……….**
> **……………திரு.பார்த்தசாரதி சர்வேயர் இவ்வழக்கில் விபத்தில் சம்பந்தப்பட்ட வாகனத்தின் பதிவு சான்று, ஓட்டுனர் உரிமம், Claim Form ஆகிவற்றை சர்வே ரிப்போர்ட்டுடன் இணைத்து கொடுத்து விட்டு அதற்குண்டான சர்வே கட்டணத்தை Insurance நிறுவனத்திடமிருந்து பெற்றுக் கொண்டுள்ளார் என்றால் சரியல்ல. எதிரி திரு.தியாகராஜன் இந்த வாகனத்திற்குரிய சர்வே கட்டணத்தை Insurance நிறுவனத்திடமிருந்து பெற்றுக் கொண்டுள்ளார் என்பதற்கு எந்த ஆவணத்தையும் கைப்பற்றி நீதிமன்றத்தில் ஒப்படைத்திருக்கிறேனா என்றால் சர்வே கட்டணத்தை யார் வாங்கினார்கள் என்று எனக்கு தெரியாது. யார் சர்வே கட்டணத்தை Insurance நிறுவனத்திடமிருந்து பெற்றார்கள் என்பதற்கான ஆவணங்களை கைப்பற்றினேனா என்றால் இல்லை."**

88. On careful considering of the evidence of PW32/Investigation officer, he categorically deposed in his evidence that the accused got the signature of

PW15 in the survey report by coercion hence he added the accused in the above case. The relevant portion of the deposition of PW32/Investigation Officer as follows,

> **"திரு.பார்த்தசாரதி சர்வேயர் தான் இந்த வழக்கில் விபத்தில் சம்பந்தப்பட்ட வாகனத்தை சர்வே செய்து அறிக்கை கொடுத்திருக்கிறார், அப்படி இருக்கும்போது எதற்காக அவரை குற்றவாளியாக சேர்க்காமல் சாட்சியாக சேர்த்துள்ளதற்கு தனிப்பட்ட காரணங்கள் உள்ளதா என்றால் எதிரி திரு.தியாகராஜன் வற்புறுத்தலின் பேரில்தான் திரு.பார்த்தசாரதி கையெழுத்திட்டு கொடுத்தார் என்பதால் அவரை குற்றவாளியாக சேர்க்காமல் சாட்சியாக சேர்த்துள்ளேன்."**

89. It is pertinent to note that the said evidence of PW32/Investigation Officer is totally contradicted with the evidence of PW15 since the PW15 never deposed in his evidence that the accused alone prepared the said survey report and obtained his signature in the survey report by coercion, but he deposed that he handed over his blank and signed Letterhead survey form to the accused. If really the accused got the signature of PW15 by coercion, the PW15 should give complaint before the United India Insurance Company Limited, but he failed to do so. The PW32/Investigation Officer himself admitted that the PW15 never gave any complaint against the accused in the said Insurance Company. I relied the relevant portion of deposition as follows,

> **"எதிரி திரு.தியாகராஜன் அவர்கள் திரு.பார்த்தசாரதியை வற்புறுத்தினார் என்பதற்கு Insurance நிறுவன அதிகாரிகளுக்கு புகார் ஏதேனும் திரு.பார்த்தசாரதி அனுப்பியிருக்கிறாரா என்றால் இல்லை."**

90. According to the evidence of PW33/Investigation Officer, he has included the Accused in the above case only on the basis of the confession statement given by the PW2/Approver and he has not examined any other witnesses to corroborate the evidence of PW2/Approver with regard to the involvement of the Accused in the said crime. In this regard, the PW33/Investigation Officer admitted the said facts in his cross examination, which as follows,

> **"மேற்படி கார் TNB 1518 ன் உரிமையாளரை இந்த வழக்கில் விசாரித்து வாக்குமூலம் பெற்றிருக்கிறேனா என்றால் Approver திரு.ராஜாராம் தான் மேற்படி வாகனத்தின் உரிமையாளர், அவரை விசாரித்து வாக்குமூலம் பதிவு செய்திருக்கிறேன். மேற்படி Approver திரு.ராஜாராமை தவிர வேறு யாரை இந்த வழக்கில் சாட்சியாக விசாரித்திருக்கிறேன் என்றால் விபத்தில் சம்பந்தப்பட்ட காரை சரிசெய்த Workshop உரிமையாளர் திரு.K.R.சண்முகம் என்பவரை விசாரித்து வாக்குமூலம் பதிவு செய்தேன். அவரை இவ்வழக்கில் சாட்சியாக விசாரிக்கவில்லை என்றால் அவர் இறந்துவிட்டார் என்பதால் விசாரிக்கவில்லை. "**

91. Admittedly, the present case, the FIR/Ex.P177 by the Inspector of Police namely Tr. Nallamma Naidu based on credible information in the year 1991 and after conducted the investigation, the PW1 and PW2/approvers have consented their willingness to depose the confession statement under Sec.164 of Cr.P.C by turned as approvers only in the year 1995. It is pertinent to note that the names of approvers were shown in the said FIR itself and hence, they have waited for nearly 5 years and then only they have given confession statement after understood about the root cause of the investigation. It is also pertinent to note that the PW33/Investigation Officer had not seized the ill-gotten money which was obtained by the Approvers/PW1 and PW2 under the alleged false FIR which was registered by the Accused. Under such circumstances, this court has doubt the reliability of the evidence of PW2/Approver.

92. On perusal of entire evidence of PW2/Approver and on his statement under Sec.164 of Cr.P.C., this court had doubted the credibility and testimony of the evidence of PW2/Approver for the following reasons,

i) In the above case, the evidence of PW2/Approver is totally contradicted with the contents of FIR/Ex.P151 since there is no evidence available in the said survey report that the said report was prepared by the accused alone.

ii) There was contradiction between the evidence of PW2/Approver and the evidences of PW15 since the PW15 never deposed in his evidence that the accused alone prepared the said survey report, but he deposed only the said report was prepared in his blank and signed Letterhead survey form, which was handed over to the accused.

iii) There was contradiction between the evidence of PW2/Approver and the evidence of PW32/Investigation Officer since the PW32 himself deposed in his evidence that the accused got signature in the survey report from the PW15 by coercion, but he admitted there was no complaint about the said threatening before the concern Insurance Company by PW15.

iv) None of the prosecution witnesses and documents are corroborated the evidence of PW2/Approver that the accused prepared the said survey report on the instruction of PW2/Approver.

v) There was contradiction between the evidence of PW2 and the confession statement under Sec.164 Cr.P.C. since the PW2 had deposed in his confession statement that the accused prepared the survey report only after made inspection of his vehicle.

vi) The PW33/Investigation Officer has not send the signatures of PW15 found in the Ex.P151 along with his specimen signatures to prove that the said signatures are belonged to PW15.

vii) Even though, the name of the PW2/Approver shown in the FIR/Ex.P177 which registered in the year 1991, but the PW2/Approver had consented to give confession statement and turned as approver only in the year 1995 i.e after lapse of 5 years, after knowing the root cause of investigation.

viii) The PW33/Investigation Officer did not seized the ill-gotten money from the PW2/Approver which was obtained under the false claim through the survey report prepared by the accused.

93. In the above said circumstances, this court has found that the PW2/Approver is a planted witness and his testimony is not worthy of credence. After discarded the PW2/Approver evidence, none of the prosecution witnesses and documents are connected the Accused in the said crime. Hence the contention of PW2/Approver that the Accused prepared the survey report in the blank and signed Letterhead survey form of PW15/Tr. Parthasarathy falsely as per the instructions of PW2/Approver namely Tr. Rajaram based on the false documents in order to make false claim, cannot be accepted without any corroboration of evidence of other witnesses and documents on the prosecution side. For the above said reasons, this court has concluded that the prosecution failed to prove the above said facts through the oral and documentary evidence.

94. Admittedly, the prosecution failed to produce the original confession statements of the approvers under Sec.164 of Cr.P.C. and Tendor of Pardon proceedings before this court, but they produced only the photocopies of the said confession statements of approvers and Tender of Pardon proceedings and marked the same as Ex.P57, Ex.P58, Ex.P212 and Ex.P215. On perusal of records, it is found that this court has marked the said photocopies of the confession statements and tender of pardon proceedings through the approvers as PW1 and PW2 with objection of the learned counsel for the Accused that the photocopies of documents are inadmissible and the prosecution failed to comply the mandatory requirements prescribed under Sec.65 of Indian Evidence Act for considering the same as secondary evidence.

95. On perusal of records, it is evident that after completion of trial, the prosecution filed memo stating that during 2003, A1/Tr. Unni had filed discharge petition in Crl.R.C.No.1620/2003 before the Hon’ble High Court, Madras and in connection of which the statements given by the Approvers and

Tender of Pardon Proceedings along with Sec.161 Statements and the Notes Papers of Trail Court for the relevant period have been sent to the Hon'ble High Court, Madras. After dismissal of the said Crl.R.C.No.1620/2003, the Trail Court received records expect the material records. After formation of this Hon'ble Court in the year 2011, the entire case records were transferred to this court as per the order of Hon'ble Principal Judge, City Civil Court, Chennai and after perused the said records, it was noticed that the original statements given by the Approvers and Tender of Pardon Proceedings along with Sec.161 Statements were not found. Immediately, this Court has sent the letter to the IV Metropolitan Magistrate Court, Saidapet through Dis,No.477/1996 dated 17.06.1996 to send the Original statements given by the Approvers and Tender of Pardon Proceedings. Thereafter, this Court has sent the letter to Hon'ble High Court, Madras through Dis.No.13/2012 dated 08.02.2012 by informed about that the material records were not returned. After taking all steps to trace the missed documents, the prosecution had marked the photo copies of statements given by the Approvers and Tender of Pardon Proceedings as prosecution side exhibits with objection of the accused counsels. Hence, the prosecution requested to consider the photo copies of the said documents as genuine and also to treat the same as secondary evidence. For this Memo, the learned counsel for the Accused Officer 2 had raised serious objections through written arguments. Hence this court has ordered that the above Memo is closed with observation that it will be decided along with Judgement of this case.

96. The learned counsel for the Accused has taken the defence that the photocopies of the confession statements of Approvers recorded under Sec.164 of Cr.P.C. and the Tender of Pardon proceedings of the Approvers under Sec.306 of Cr.P.C are inadmissible in evidence and further that, the prosecution failed to comply the requirements under Sec.65 of Indian Evidence Act to treat the said photocopies as Secondary evidence hence the said confession statements of the approvers cannot be considered as secondary evidence. It is settled that the secondary evidence relating to the contents of a document is inadmissible, until the non-production of the original is accounted for, so as to bring it within one or other of the cases provided for in the section and the secondary evidence must be authenticated by foundational evidence that the alleged copy is in fact a true copy of the original. In this regard, the learned counsel for the Accused relied the decision of Hon'ble Apex Court in **H. Siddiqui (Died) by LRs Vs. A. Ramalingam reported in (2011) 4 Supreme Court Cases 240¸it has been held that,**

> ***"10. Provisions of Section 65 of the Act 1872 provide for permitting the parties to adduce secondary evidence. However, such a course is subject to a large number of limitations. In a case where original documents are not produced at any time, nor, any factual foundation has been led for giving secondary evidence, it is not permissible for the court to allow a party to adduce secondary evidence. Thus, secondary evidence relating to the contents of a document is inadmissible, until the non production of the original is accounted for, so as to bring it within one or other of the cases provided for in***

> ***the section. The secondary evidence must be authenticated by foundational evidence that the alleged copy is in fact a true copy of the original. Mere admission of a document in evidence does not amount to its proof. Therefore, the documentary evidence is required to be proved in accordance with law. The court has an obligation to decide the question of admissibility of a document in secondary evidence before making endorsement thereon. (Vide: The Roman Catholilc Mission & Anr. v. The State of Madras & Anr., AIR 1966 SC 1457; State of Rajasthan & Ors. v. Khemraj & Ors., AIR 2000 SC 1759; Life Insurance Corporation of India & Anr. v. Ram Pal Singh Bisen, (2010) 4 SCC 491; and M. Chandra v. M. Thangamuthu & Anr., (2010) 9 SCC 712).”***

97. The learned counsel for the Accused has further contended that the secondary evidence as a general rule is admissible only in the absence of primary evidence and in the absence of primary evidence, secondary evidence is evidence which may be given in the absence of that better evidence which law requires to be given first when a proper explanation of its absence is given and further that, the definition in section 63 of Indian Evidence Act is exhaustive as the section declares that secondary evidence means and includes and then follows 5 kinds of secondary evidence. In this regard, the learned counsel for the Accused relied the another decision of Hon’ble Apex Court in **J. Yashoda Vs. K. Shoba Rani reported in (2007) 5 Supreme Court Cases 730, it has been held that,**

> ***“Secondary evidence, as a general rule is admissible only in the absence of primary evidence. If the original itself is found to be inadmissible through failure of the***

party, who files it to prove it to be valid, the same party is not entitled to introduce secondary evidence of its contents.

Essentially, secondary evidence is an evidence which may be given in the absence of that better evidence which law requires to be given first, when a proper explanation of its absence is given. The definition in Section 63 ***is exhaustive as the Section declares that secondary evidence "means and includes" and then follow the five kinds of secondary evidence.***

The rule which is the most universal, namely that the best evidence the nature of the case will admit shall be produced, decides this objection that rule only means that, so long as the higher or superior evidence is within your possession or may be reached by you, you shall give no inferior proof in relation to it. Section 65 ***deals with the proof of the contents of the documents tendered in evidence. In order to enable a party to produce secondary evidence it is necessary for the party to prove existence and execution of the original document. Under Section 64, documents are to be provided by primary evidence. Section 65, however permits secondary evidence to be given of the existence, condition or contents of documents under the circumstances mentioned. The conditions laid down in the said Section must be fulfilled before secondary evidence can be admitted. Secondary evidence of the contents of a document cannot be admitted without non-production of the original being first accounted for in such a manner as to bring it within one or other of the cases provided for in the Section. In*** Ashok Dulichand v. Madahavlal Dube and Another ***[1975(4) SCC 664], it was inter alia held as follows:***

"After hearing the learned counsel for the parties, we are of the opinion that the order of the High Court in this respect calls for no interference. According to

clause (a) of** Section 65 **of Indian Evidence Act, Secondary evidence may be given of the existence, condition or contents of a document when the original is shown or appears to be in possession or power of the person against whom the document is sought to be proved or of any person out of reach of, or not subject to, the process of the Court of any person legally bound to produce it, and when, after the notice mentioned in** Section 66 **such person does not produce it. Clauses (b) to (g) of** Section 65 **specify some other contingencies wherein secondary evidence relating to a document may be given, but we are not concerned with those clauses as it is the common case of the parties that the present case is not covered by those clauses. In order to bring his case within the purview of clause (a) of Section 65, the appellant filed applications on July 4, 1973, before respondent No. 1 was examined as a witness, praying that the said respondent be ordered to produce the original manuscript of which, according to the appellant, he had filed Photostat copy. Prayer was also made by the appellant that in case respondent no. 1 denied that the said manuscript had been written by him, the photostat copy might be got examined from a handwriting expert. The appellant also filed affidavit in support of his applications. It was however, nowhere stated in the affidavit that the original document of which the Photostat copy had been filed by the appellant was in the possession of Respondent No. 1. There was also no other material on the record to indicate the original document was in the possession of respondent no.1. The appellant further failed to explain as to what were the circumstances under which the Photostat copy was prepared and who was in possession of the original document at the time its photograph was taken. Respondent No. 1 in his affidavit denied being in possession appeared to the High Court to be not above suspicion. In view of all the

> ***circumstances, the High Court to be not above suspicion. In view of all the circumstances, the High Court came to the conclusion that no foundation had been laid by the appellant for leading secondary evidence in the shape of the Photostat copy. We find no infirmity in the above order of the High Court as might justify interference by this Court."***
>
> ***The admitted facts in the present case are that the original was with one P. Srinibas Rao. Only when conditions of Section prescribed in*** Section 65 ***are satisfied, documents can be admitted as secondary evidence. In the instant case clause (a) of*** Section 65 ***has not been satisfied. Therefore, the High Court's order does not suffer from any infirmity to warrant interference."***

98. By applying the said principles laid down by the Hon'ble Apex Court in the given case, admittedly, the prosecution has marked the photocopies of the confession statements of approvers under Sec.164 Cr.P.C. and also the Tendor of Pardon proceedings and they have not taken any steps to reconstruct the said confession statements based on the photocopies of the said documents which are available in the case bundle in view of circumstances relied in the memo. Further, the prosecution has not filed any petition under Sec.65 of Indian Evidence Act to accept the said the confession statements of approvers under Sec.164 Cr.P.C. and also the Tendor of Pardon proceedings as secondary evidence. But the prosecution has marked the photocopies of the said confession statements of approvers and also the Tendor of Pardon proceedings without complying the requirements under Sec.65 of Indian Evidence Act. Hence this court has concluded that the said photocopies of the confession statements of approvers and also the Tendor of Pardon proceedings cannot be relied in view of the above decisions of Hon'ble Apex Court as stated supra.

99. The learned counsel for the Accused has taken another defence for rejecting the said confession statement of approvers that the learned Magistrate while recording the confession under Sec.164 Cr.P.C. must follow the procedural formalities and ensure that all the requirements of the provisions are complied with property, but in the present case, the certificate/memorandum of the learned Magistrate, who recorded the confession, as required under Sec.164(4) Cr.P.C. that the confession statement given by the accused was voluntary in nature, was not found hence the said confession statement/Ex.P57, Ex.P58, Ex.P212 has no legal significance in the light of the law. In this regard, the learned counsel for the Accused has relied the decision of Hon'ble Apex Court in **Murugan and another Vs. State rep. By Inspector of Police, Selaiyoor Police Station, Chingleput District reported in 2006 (1) CTC 821, it has been held that,**

> ***"10. Coming to the second contention, viz., the statement of A.4 under Section 164 Cr.P.C. before the Judicial Magistrate, Alandur (PW.9), it is seen that the Inspector of Police, Selaiyoor Police Station made a requisition before the Additional Sessions Judge cum Chief Judicial Magistrate, Chengleput stating that A.4 Velu @ Velmurugan has intend to make voluntary confession statement and the same may be recorded by a Magistrate under Section 164 Cr.P.C. The requisition was marked as Ex.P.4. Pursuant to the said requisition, Additional District Judge cum Chief Judicial***

Magistrate, Chengleput in his proceedings dated 08.07.1999, directed the Judicial Magistrate, Alandur (PW.9) to record the statement under Section 164 Cr.P.C. from the accused Velu @ Velmurugan (A4) concerned in Selaiyoor Police Station in Crime No.339 of 1999. The said proceeding is Ex.P.5. Ex.P.6 is the confession statement of A.4, which was duly recorded by PW.9. A perusal of Ex.P.6 makes it clear that the learned Magistrate has followed the conditions prescribed in Section 164 Cr.P.C. However, it is the argument of the learned counsel for the appellants that though the learned Magistrate has warned the accused that there is no compulsion to make a statement admitting the offence and also that he was satisfied that the confession being made voluntarily, however, failed to make a memorandum at the foot of such recording as stated in sub-clause (4) of Section 164 Cr.P.C. It is useful to refer the relevant clause.

"164. Recording of confessions and statements.-

(1) ....

(2) ....

(3) ....

(4) Any such confession shall be recorded in the manner provided in Section 281 ***for recording the examination of an accused person and shall be signed by the person making the confession; and the Magistrate shall make a memorandum at the foot of such record to the following effect:***

"I have explained to (name) that he is not bound to make a confession and that, if he does so,any confession he may make may be used as evidence against him and I believe that this confession was voluntarily made. It was taken in my presence and hearing, and was read over to the person making it and

admitted by him to be correct,and it contains a full and true account of the statement made by him.

(Signed)A.B., Magistrate. "

11. According to the learned counsel for the appellants, inasmuch as the memorandum at the bottom is a mandatory and in the absence of such memorandum, the judicial confession can have no force at all. In support of the above proposition, recent Division Bench decision of this Court (CDJ 2005 MHC 1185 Marimuthu & Others vs. State by Inspector of Police - Criminal Appeal No.514 of 1998 (N.Dhinakar and M. Chockalingam,JJ.) has been pressed into service. In that decision, before the Division Bench, the learned counsel for the appellant, while attacking the judicial confession alleged to have been made by A.2 before PW.7 submitted that it is not in accordance with law nor was it one made after following the procedural formalities, which are mandatory under Section 164 ***Cr.P.C and no evidentiary value can be attached to such confession. The Division Bench while considering the said question elaborately and after referring the decision of the Supreme Court in (1) AIR 1978 Supreme Court 1574 (Chandran vs. The State of Madras); (2) 1995 S.C. (Crl.) 323 (Shivappa vs. State of Karnataka); (3) 1996 S.C.C. 1118 (Tulsi Singh vs. State of Punjab); (4) 2001 S.C.C. 652 (Dhanajaya Reddy vs. State of Karnataka) and (5) 2002 S.C.C. 6 73 (Ayyub vs. State of U.P.), came to the conclusion that since the function of the Magistrate in recording confession under*** Section 164 ***Cr. P.c. is a solemn Act he must follow the procedural formalities and ensure that all the provisions are complied with properly. After finding that the learned Magistrate has not given a certificate as one required under*** Section 164 (4) ***of the Code, which is mandatory, the judicial confession Ex.P.6 therein is of no legal significance in the hands of the Court and set aside the conviction and sentence***

> ***imposed by the trial Court and allowed the appeal. Though the learned Trial Judge in our case, in more than one place has explained that since the learned Judicial Magistrate (PW.9) has fully complied with the directions in Section 164Cr.P.C., merely because no separate certificate / memorandum appended at the bottom of the statement, cannot vitiate the statement made before the Judicial Officer in view of various pronouncements of the Supreme Court starting from 1978 ending with 2002, we are unable to accept the reasoning of the learned Judge.***
>
> ***12. A reading of sub-clause (4) of*** Section 164 ***Cr.P.C. and as interpreted in various decisions, we are of the view that the Magistrate while recording confession under*** Section 164 ***Cr.P.C. must follow the procedural formalities and ensure that all the requirements of the provisions are complied with properly. Inasmuch as the certificate / memorandum as one required under*** Section 164 (4) ***Cr.P.C. is mandatory, we are of the opinion that the learned Magistrate (PW.9) has not strictly followed all the requirements of the provisions contemplated in order to ensure that the confession statement given by the accused was voluntary in nature. Accordingly, the document Ex.P.6 fall short of judicial confession as contemplated under*** Section 164 (4) ***of the Code. In such circumstances, it (Ex.P.6) has no legal significance in the light of the law. As said earlier, though certain recoveries were made, it is not in dispute that the root cause for the same is the statement of A.4 to PW.8 and PW.9. In view of our conclusion and the infirmities pointed out above, it would be unsafe to sustain the conviction."***

100. Further, the learned counsel for the Accused has also relied the decision of Hon'ble High Court, Madras in **Andasu Ravinder and another Vs.**

The State rep. By the Superintendent of Police, SPE/CBI/ACB/Chennai and another decided by the Hon'ble High Court on 06.11.2015 vide Crl.R.C.No.1060 of 2015, it has been held that,

> ***"10. It is an admitted fact that before recording a statement under section 164 of the said Code, certain formalities have to be observed, as mentioned therein. If there is any deviation in observing such formalities, the same would not vitiate the statement recorded under Section 164(4) of the said Code, by virtue of Section 463. Therefore, in the instant case, Section 463 of the said Code cannot be invited.***
>
> ***11. Now the Court has to look into the contention put forth on the side of the revision petitioners. The only contention put forth on the side of the revision petitioners is that as per*** Section 164(4) ***of the said Code, after recording a statement from the concerned accused, the concerned Magistrate has to give necessary certificate at the foot of the statement. But, in the instant case, after recording a statement under*** section 164 ***of the said Code from the fourth accused, the concerned Magistrate has not given such kind of certificate and the Court below, in Crl.M.P.No.2082 of 2015, has completely relied upon the said statement and thereby, the order passed by the Court below is illegal.***
>
> ***12. In fact, this Court has perused the order passed in Crl.M.P.No.2082 of 2015, by the Court below, wherein, predominantly, the statement recorded under*** Section 164 ***of the said Code, from the fourth accused, is relied upon. Since the statement recorded under*** Section 164 ***of the said Code from fourth accused itself is illegal for want of certificate, the Court below, in the order passed in Crl.M.P.No.2082 of 2015, cannot rely upon the same. Since the Court below has completely relied upon the statement recorded, under*** Section 164 ***of the said Code, from the fourth accused, it is needless***

to say that the order passed in Crl.M.P.No.2082 of 2015 is also equally illegal and the same is not sustainable.

13. The learned counsel appearing for the revision petitioners has drawn the attention of this Court to the decision reported in Murugan vs. State ***(2006 Crl L.J.1085), wherein, the Division Bench of this Court has held that certificate/memorandum, at the foot of the statement recorded under*** Section 164 ***of the Code of Criminal Procedure, 1973, is mandatory. Non-compliance of the same would lead to rejection of confession statement.***

14. In the instant case, as stated in many places, the statement recorded under section 164 ***of the Code, from the fourth accused, is not in accordance with law and the same cannot be relied upon. But, inspite of the defect attached to the said statement, the Court below, in the impugned order, has completely followed the same. Therefore, the order passed by the Court below is liable to be set aside."***

101. By applying the principles of the above decisions of Hon'ble Apex Court and the Hon'ble High Court, Madras in the given case, admittedly the certificate/memorandum of the learned Magistrate, who recorded the confession statement of approvers, were not found at the foot of the said statements hence the non-compliance of the provision under Sec.164(4) of Cr.P.C, the said confession statements of approvers cannot be relied by this court.

102. For sake of arguments, if this court has considered the confession statement of PW2/Approver as secondary evidence in view of circumstances mentioned in memo file by the prosecution, the conviction of the Accused is possible only the other witnesses and documents on the prosecution side corroborated the version of the PW2/Approver. It is settled that the Courts can very well act upon the evidence of the approver for rendering a finding as to the culpability of the other accused in the crime, but prudence warrants that the said evidence should be corroborated by way of materials and the evidence of the Approver should be corroborated on all material particulars. But, in the present case, none of the prosecution witnesses and documents have corroborated the evidence of PW2/Approver about the involvement of the Accused in the said crime and also about the preparation of false survey report in the blank and signed Letterhead survey form of PW15 in order to make the false insurance claim on the basis of forged documents given by the PW2/Approver. Hence this court has concluded that the prosecution has failed to prove that the Accused prepared survey report in the blank and signed Letterhead of PW15/Tr.Parthasarathy falsely as per the instruction of PW2/Approver namely Tr. J. Rajaram based on the false documents in order to make false claim.

103. The Accused used the forged documents as genuine after knowing and having reasons to believe them as forged documents in order to make as false insurance claim to PW2/Approver namely Tr. J. Rajaram for the vehicle namely Car bearing Reg. No. TNB 1518.

According to the prosecution, the Accused used the forged documents which was given by PW2/Approver, after knowing that the said documents were forged documents, in order to make as false insurance claim to PW2/Approver namely Tr. J. Rajaram for the vehicle namely Car bearing Reg.

No. TNB 1518. In order to establish the said fact, the prosecution has not examined any witnesses except the PW2/Approver and also not filed any documents. On perusal of the Ex.P151, it is found that there is no evidence available in the said survey report that it was prepared by the accused alone. Though the prosecution examined the PW15 to establish that the accused alone prepared the false survey report on the basis of false documents which was given by the PW2/Approver, but he has not deposed in his evidence that the accused alone prepared the said false survey report. Further, the PW32/Investigation Officer failed to produce the Survey Register and Survey charges disbursement register from the United India Insurance Company Limited to establish that the accused alone got the survey charges for the said survey report from the said Insurance Company. This court has already concluded that the prosecution has failed to prove that the Accused prepared survey report in the blank and signed Letterhead of PW15/Tr.Parthasarathy falsely as per the instruction of PW2/Approver namely Tr. J. Rajaram based on the false documents in order to make false claim.

104. It is pertinent to note that the PW2/Approver deposed in his evidence that after got the survey report from the accused, he created false documents namely Photographs, Labour Bill, Spare Parts Bill and the same were handed over to the United India Insurance Co. Ltd and however, he never deposed that the accused prepared the survey report after perused the false documents which were produced by him and issued the survey report after had knowledge that the said documents are forged one. In this regard, I relied the deposition of PW2/Approver as follows,

> **"நான் கூறியபடி தியாகராஜன் தட்டச்சு செய்து ஒரு சர்வே ரிப்போர்ட் கொடுத்தார். நான் அந்த வண்டிக்காக போலியாக புகைபடம் தயார் செய்தேன். மெகா ஆட்டோ ஒர்க்ஸ் என்ற பெயரில் ஒர்க் ஷாப் பில் ஆட்டோ வே டிரேடிங் கம்பெனி பேரில் ஸ்பேர் பார்ட்ஸ் பில் ஆகியவற்றை வாங்கி உன்னியின் இன்சூரன்ஸ் டிவிசனிலில் தாக்கல் செய்தேன்."**

105. Further, this court has already concluded that the evidence of PW2/Approver cannot be relied since this court had doubted the credibility and testimony of the evidence of PW2/Approver for reasons stated supra. Except the evidence of PW2/Approver, none of the prosecution witnesses and documents are established the fact that the Accused used the forged documents which was given by PW2/Approver after knowing that the said documents were forged documents in order to make as false insurance claim to PW2/Approver namely Tr. J. Rajaram for the vehicle namely Car bearing Reg. No. TNB 1518. Hence this court has concluded that the prosecution has failed to establish the said fact that the Accused used the forged documents which was given by PW2/Approver after knowing that the said documents were forged documents in order to make as false insurance claim to PW2/Approver namely Tr. J. Rajaram for the vehicle namely Car bearing Reg. No. TNB 1518.

106. The Accused induced the United India Insurance Company, Adayar, Chennai, by cheating to pass the claim for the sum of Rs.14,765/- in the name of PW2/Approver namely Tr. J. Rajaram and issued a cheque

<u>in the name of Chandrakal Jain as per authorization by PW2/Approver namely Tr. J. Rajaram and got the payment.</u>

According to the prosecution, the Accused induced the United India Insurance Company, Adayar, Chennai, by cheating to pass the claim for the sum of Rs.14,765/- in the name of PW2/Approver namely Tr. J. Rajaram and issued a cheque in the name of Chandrakal Jain as per authorization by PW2/Approver namely Tr. J. Rajaram and got the payment. In order to establish the said facts, the prosecution has not examined any witnesses and also not produced any documents. Admittedly, the PW2/Approver himself admitted in his evidence that after got the survey report, he himself created false documents namely Photographs, Labour Bill and Spare Parts Bill and submitted the same before the United India Insurance Company Limited for sanctioning the false claim. As this court already concluded that the prosecution has failed to prove that the accused alone prepared the survey report in the blank and signed Letterhead survey form of PW15 on the basis of false documents as per the instructions of PW2/Approver after knowing the said documents are forged and false. Except the evidence of PW2/Approver, none of the prosecution witnesses had not connected in their evidences about the involvement of the accused in that crime.

107. As the PW33/Investigation Officer himself admitted in his cross examination that he has included the Accused in the above case only on the basis of the confession statement given by the PW2/Approver and he has not examined any other witnesses and also not seized any other documents to corroborate the evidence of PW2/Approver with regard to the involvement of the Accused in the said crime. This court has concluded that the evidence of PW2/Approver cannot be relied since this court had doubted the credibility and testimony of the evidence of PW2/Approver for reasons stated supra. Except the evidence of PW2/Approver, none of the prosecution witnesses and documents are established the fact that the accused induced the United India Insurance Company, Adayar, Chennai, by cheating to pass the claim for the sum of Rs.14,765/- in the name of PW2/Approver namely Tr. J. Rajaram and issued a cheque in the name of Chandrakal Jain as per authorization by PW2/Approver namely Tr. J. Rajaram and got the payment. Hence this court has concluded that the prosecution has failed to establish the said fact either through oral or documentary evidence.

108. The Other defences taken by the learned counsel for Accused Officer 2:

The learned counsel for the A1 has taken the following other defences to disprove the case of the prosecution and also create doubts about the prosecution case, that are,

I. There was no taken steps to send the alleged survey report and specimen signatures of the PW15 and Accused to the forensic lab for examination to find out whether the signatures found in the Ex.P15 belonged to PW15 or not.

II. The PW33/Investigation Officer did not seize the alleged ill-gotten money obtained by approver namely Tr. Rajaram on the basis of the said false survey report allegedly prepared by the accused.

III. The investigation done lethargically and the charge sheet filed with delay of 20 years which defeated the constitutional right of the speedy trial available with the Accused.

109. For convenience of this court, the said defences are taken separately for consideration.

110. I. There was no taken steps to send the alleged survey report and specimen signatures of the PW15 and Accused to the forensic lab for examination to find out whether the signatures found in the Ex.P15 belonged to PW15 or not.

The learned counsel for the Accused has taken another defence that the PW33/Investigation Officer has not taken steps to send the alleged false and forged survey report and specimen signatures of the PW15 and Accused to the forensic lab for examination to find out whether the signatures found in the Ex.P15 belonged to PW15 or accused or some other persons. In this regard, the PW33 has admitted that he has not taken any steps to send the alleged bogus documents along with specimen signatures of the Accused to the forensic lab for examination. The relevant portion of the deposition of PW33/Investigation Officer as follows,

"சர்வே ரிப்போர்ட் மற்றும் Insurance Claim form ஆகியவற்றில் உள்ள திரு.பார்த்தசாரதி கையொப்பங்களை ஒப்பீடு செய்வதற்காக திரு.பார்த்தசாரதி மற்றும் திரு.தியாகராஜன் அவர்களின் மாதிரி கையொப்பங்களை தடய அறிவியல் துறைக்கு அனுப்பினேனா என்றால் இல்லை. "

From the evidence of PW33/Investigation Officer, it is clearly established that there was no steps taken to send the alleged bogus documents and specimen signatures of the PW15 and Accused to the forensic lab in order to find out the signatures found in the Ex.P151 belonged to PW15 or accused or some other persons. Hence this court has accepted the said defence and concluded that the prosecution failed to prove the said fact by scientific examination.

111. II. The PW33/Investigation Officer did not seize the alleged ill-gotten money obtained by approver namely Tr. Rajaram on the basis of the said bogus survey report.

The learned counsel for the Accused Officer 2 has taken another defence that the PW33/Investigation Officer did not seize the alleged ill-gotten money obtained by approver namely Tr. Rajaram on the basis of the said bogus survey report/Ex.P151 hence the prosecution case cannot be accepted that the Accused prepared the false survey report/Ex.P151 in order to make false Insurance claim by the PW21 and PW2 colluded with Accused. On other hand, the learned Special Public Prosecutor argued that the Accused failed to notice that the accused and aprrovers have conspired and Tr. S. Unni, who was the Divisional Manager, United India Insurance Company Limited had taken the major portions from the accident claim and had paid part of it to the approvers which they have spent then and there for creating the false documents. On perusal of the evidence of PW32/Investigation Officer, he has categorically admitted in his cross examination that he did not seize the ill-gotten money from the approvers. I relied, the relevant portion of the deposition of PW33/Investigation Officer as follows,

> **"என்னுடைய புலன் விசாரணையின் போது இவ்வழக்கில் சம்பந்தப்பட்ட வாகனத்திற்கான Insurance Claim தொகையை அதன் உரிமையாளரிடமிருந்து கைப்பற்றி நீதிமன்றத்தில் ஒப்படைத்தேனா என்றால் இல்லை."**

From the evidence of PW32/Investigation Officer, it is clearly established that he has not seized the said ill-gotten money obtained by approvers namely Tr. Rajaram on the basis of the said bogus survey report. Hence this court has accepted the said defence and concluded that the prosecution failed to prove their case by seized the ill-gotten money and produced before the court.

112. III. The investigation done lethargically and the charge sheet filed with delay of 20 years which defeated the constitutional right of the speedy trial available with the Accused.

The learned counsel for the Accused has taken the defence that the FIR in the above case was registered in R.C.No.3/AC/1991/MC-1 and after the delay of 15 years, the charge sheet was filed in the year 2001 and thereafter, this case was split up in the year 2006 hence the Investigation done lethargically and the charge sheet filed with delay of 20 years which defeated the constitutional right of the speedy trail available with the Accused Officer 2 and due to the pendency of this case, the Accused Officer 2 suffered a lot of ignominy and shame in the society and the promotional opportunities have been curtailed. Admittedly, the Hon'ble Apex Court has held in many cases that speedy trial is a constitutional right guaranteed to every citizen and the speedy trial includes speedy investigation also. On the other hand, the Learned Special Public Prosecutor has contended that the delay was occurred only due to the discharge petitions filed by the accused persons and also due to loss of vital documents. In the present case, the investigation was done for nearly 10 years and the charge sheet was filed properly in the year 2006 hence there was delay of 15 years in filing the charge sheet. It is no doubt that there was delay in filing charge sheet. But, mere the delay caused for the investigation is not ground for acquittal of the accused in the criminal cases. Hence this court cannot be accepted the said defence taken by the learned counsel for the Accused.

113. For commission of Offence U/s.420 r/w 120(B) IPC.

The case of the prosecution is that in pursuance of criminal conspiracy, the accused committed cheating by dishonestly making a false insurance claim in the name of PW2/Approver, who is the owner of Car bearing Reg. No. TNB 1518 in respect of an accident to the said car which was said to have occurred on 15.06.1988 but which had not actually taken place and induced the United India Insurance Company, Adayar, Chennai to pass the claim for the sum of Rs.14,765/- in the name of PW2/Approver who authorized the United India Insurance Company to issue a cheque in the name of Chandrakal Jain and got the payment and thereby the Accused committed the offence u/s.420 r/w 120(B) IPC. For the proving the same the prosecution has relied upon the evidence of PW2/Approver alone. It is pertinent to note that the PW2/Approver himself admitted in his evidence that after got the survey report, he himself created false documents namely Photographs, Labour Bill and Spare Parts Bill and submitted the same before the United India Insurance Company Limited for sanctioning the false claim. As this court has already concluded that the evidence of PW2/Approver cannot be relied since this court had doubted the credibility and testimony of the evidence of PW2/Approver for reasons stated supra. Except the evidence of PW2/Approver, none of the prosecution witnesses and documents are established the fact that the accused induced the United India Insurance Company, Adayar, Chennai, by cheating to pass the claim for the sum of Rs.14,765/- in the name of PW2/Approver namely Tr. J. Rajaram and issued a cheque in the name of Chandrakal Jain as per authorization by PW2/Approver namely Tr. J. Rajaram and got the payment.

114. It is settled law that the accused cannot be convicted solely based on the evidence of Approver without corroborating the material particulars to connect the accused in the crime. It is pertinent to note that the prosecution failed to prove that the Accused prepared the said false survey report in the blank and signed Letterhead survey form of PW15 either through oral evidence or through documentary evidence. Further, the PW33/Investigation Officer had not seized the survey register and survey charges disbursement register to prove that the said survey job was alotted to the accused and also to prove that the survey charges was received by the accused. None of the prosecution witnesses had deposed about the involvement of the accused with the above said crime and also connection of the accused with the PW2/Approver. Under such circumstances, this court cannot be concluded that the accused committed the offence of cheating by prepared the false survey report to the PW2/Approver based on the false documents for making false insurance claim and induced the said United India Insurance Company by cheating to pass the claim in favour of PW2/Approver a sum of Rs.14,765/- and got the said amount.

115. Before analysing the evidence relied by the prosecution for Criminal Conspiracy, it is necessary for this court to state the ingredients of Sec.120(B) IPC. For the same, this court relied upon the Judgment of the Honorable Supreme Court in **P K. Narayanan vs State Of Kerala were in Para.9 and 10 it is held that,**

> ***"9. An offence of conspiracy cannot be deemed to have been established on mere suspicion and surmises or inferences which are not supported by cogent evidence.***
>
> ***10.The ingredients of this offence are that there should be an agreement between the persons who are alleged to conspire and the said agreement should be for doing of an illegal act or for doing by illegal means an act which by itself may not be illegal. Therefore the essence of criminal conspiracy is an agreement to do an illegal act and such an agreement can be proved either by direct evidence or by circumstantial evidence or by both and it is a matter of common experience that direct***

evidence to prove conspiracy is rarely available. Therefore the circumstances proved before, during and after the occurrence have to be considered to decide about the complicity of the accused. But if those circumstances are compatible also with the innocence of the accused persons then it cannot be held that the prosecution has successfully established its case. Even if some acts are proved to have been committed it must be clear that they were so committed in pursuance of an agreement made between the accused who were parties to the alleged conspiracy. Inferences from such proved circumstances regarding the guilt may be drawn only when such circumstances are incapable of any other reasonable explanation. From the above discussion it can be seen that some of the circumstances relied upon by the prosecution are not established by cogent and reliable evidence. Even otherwise it cannot be said that those circumstances are incapable of any other reasonable interpretation."

116. Furthermore, our Honorable Supreme Court in **Parveen @ Sonu vs The State Of Haryana were in Para.12 it is held that,**

"Para.12 - It is fairly well settled, to prove the charge of conspiracy, within the ambit of Section 120-B, it is necessary to establish that there was an agreement between the parties for doing an unlawful act. At the same time, it is to be noted that it is difficult to establish conspiracy by direct evidence at all, but at the same time, in absence of any evidence to show meeting of minds between the conspirators for the intended object of committing an illegal act, it is not safe to hold a person guilty for offences under Section 120-B of IPC."

117. On perusal of the above said Judgment of the Honorable Supreme Court it is categorically held that there should be an agreement to do an illegal act and such agreement can be prove either by direct and circumstances evidence. Furthermore, to prove the conspiracy the direct evidence would not be available and from the circumstances relied by the prosecution the same can be determined.

118. Keeping the principles in mind and this court proceeded to analysis the evidence let in by the PW2/Approver with regard to the offence of Criminal Conspiracy between Accused and Approvers/PW1 and PW2.

119. It is pertinent to note that none of the prosecution witnesses have deposed about the connection or relationship between Accused and approvers/PW1 and PW2 except the evidence of PW2/Approver. As this court has already concluded that the PW2/Approver is a planted witness and his testimony is not worthy of credence. As the evidence of the PW2/Approver was not corroborated with any of the evidence of the prosecution then the said evidence cannot be accepted by this court. After discarded the PW2/Approver evidence, none of the prosecution witnesses and documents have stated in their evidence or there is inference, circumstances available to exhibit the fact that conspiracy has hatched between the Accused and approvers PW1 and PW2 to commit the offense.

120. The learned counsel for the accused argued that to constitute the conspiracy, meeting of minds of two or more persons for doing an illegal act, or an act by illegal means is the first primary condition and it is not necessary that all the conspirators must know each and every detail of conspiracy and the agreement amongst the conspirators can be inferred by necessary implications and also argued that the conspiracy is proved by circumstantial evidence, as the conspiracy is seldom an open affair, the existence of conspiracy and its objects are usually deducted from the circumstances of the case and the conduct of the accused involved in the conspiracy, but in the present case, the prosecution has failed to prove the link between the Accused and Approvers/PW1 and PW2 to show that all of them have agreed to make forged documents in order to submit the false claim before the Insurance Company through Approvers/PW1 and PW2. In order to strengthen his arguments, the learned counsel for accused has relied the decision of the Hon'ble Apex Court in **K.R. Purushothaman Vs. State of Kerala reported in 2005 Cri. L J 4648, it has been held that,**

> ***"Section 120A of I.P.C. defines `criminal conspiracy.' According to this Section when two or more persons agree to do, or cause to be done (i) an illegal act, or (ii) an act which is not illegal by illegal means, such an agreement is designed a criminal conspiracy. In Major EG Barsay v. State of Bombay, AIR (1961) SC 1762, Subba Rao J., speaking for the Court has said:***
>
> ***"The gist of the offence is an agreement to break the law. The parties to such an agreement will be guilty of criminal conspiracy, though the illegal act agreed to be done has not been done. So too, it is not an ingredient of the offence that all the parties should agree to do a single illegal act. It may comprise the commission of a number of acts."***
>
> ***In State through Superintendent of Police, CBI/SIT v. Nalini and Ors., JT (1999) 4 SC 106 it is observed by SSM Quadri J. at paragraph 677:***
>
> ***"In reaching the stage of meeting of minds, two or more persons share information about doing an illegal***

act or a legal act by illegal means. This is the first stage where each is said to have knowledge of a plan for committing an illegal act or a legal act by illegal means. Among those sharing the information some or all may form an intention to do an illegal act or a legal act by illegal means. Those who do form the requisite intention would be parties to the agreement and would be conspirators but those who drop out cannot be roped in as collaborators on the basis of mere knowledge unless they commit acts or omissions from which a guilty common intention can be inferred. It is not necessary that all the conspirators should participate from the inception to the end of the conspiracy; some may join the conspiracy after the time when such intention was first entertained by any one of them and some others may quit from the conspiracy. All of them cannot but be treated as conspirators. Where in pursuance of the agreement the conspirators commit offences individually or adopt illegal means to do a legal act which has a nexus to the object of conspiracy, all of them will be liable for such offences even if some of them have not actively participated in the commission of those offences."

To constitute a conspiracy, meeting of mind of two or more persons for doing an illegal act or an act by illegal means is the first and primary condition and it is not necessary that all the conspirators must know each and every detail of conspiracy. Neither it is necessary that every one of the conspirators takes active part in the commission of each and every conspiratorial acts. The agreement amongst the conspirators can be inferred by necessary implications. In most of the cases, the conspiracies are proved by the circumstantial evidence, as the conspiracy is seldom an open affair. The existence of conspiracy and its objects are usually deducted from the circumstances of the case and the conduct of the accused involved in the conspiracy. While appreciating the evidence of the conspiracy, it is incumbent on the Court to keep in mind the well-known rule governing circumstantial evidence viz., each and every incriminating circumstance must be clearly established by reliable evidence and the circumstances proved must

form a chain of events from which the only irresistible conclusion about the guilt of the accused can be safely drawn, and no other hypothesis against the guilt is possible. The criminal conspiracy is an independent offence in Indian Penal Code. The unlawful agreement is sine quo non for constituting offence under Indian Penal Code and not an accomplishment. Conspiracy consists of the scheme or adjustment between two or more persons which may be express or implied or partly express and partly implied. Mere knowledge, even discussion, of the Plan would not per se constitute conspiracy. The offence of conspiracy shall continue till the termination of agreement.

The suspicion cannot take the place of a legal proof and prosecution would be required to prove each and every circumstance in the chain of circumstances so as to complete the chain. It is true that in most of the cases, it is not possible to prove the agreement between the conspirators by direct evidence but the same can be inferred from the circumstances giving rise to conclusive or irresistible inference of an agreement between two or more persons to commit an offence. It is held in Noor Mohd. v. State of Maharashtra, AIR (1971) SC 885, that:

"in most cases proof of conspiracy is largely inferential though the inference must be founded on solid facts. Surrounding circumstances and antecedent and subsequent conduct, among other factors constitute relevant material."

It is cumulative effect of the proved circumstances which should be taken into account in determining the guilt of the accused. Of-course, each one of the circumstance should be proved beyond reasonable doubt. The acts or conduct of the parties must be conscious and clear enough to infer their concurrence as to the common design and its execution. While speaking for the Bench it is held by P. Venkaratama Reddy J. in State (NCT of Delhi) v. Navjot Sandhu (a) Afsan Guru, JT (2005) 7 SC 1, (P. 63) as follows:

"We do not think that the theory of agency can be extended thus far, that is to say, to find all the conspirators guilty of the actual offences committed in

execution of the common design even if such offences were ultimately committed by some of them, without the participation of others. We are of the view that those who committed the offences pursuant to the conspiracy by indulging in various overt acts will be individually liable for those offences in addition to being liable for criminal conspiracy; but, the non-participant conspirator cannot be found guilty of the offence or offences committed by the other conspirators. There is hardly any scope for the application of the principle of agency in order to find the conspirators guilty of a substantive offence not committed by them. Criminal offences and punishments therefore are governed by statute. The offender will be liable only if he comes within the plain terms of the penal statute. Criminal liability for an offence cannot be fastened by way of analogy or by extension of a common law principle."

From the findings arrived at by the High Court that it was A-3 who was entrusted with the gold by the Devaswom Board, and who was looking after the affairs of making the ornament Golaka, simply because accused-appellant had accompanied him to Coimbatore, it cannot be inferred that there was an agreement entered into between them to misappropriate the gold. To constitute a conspiracy, agreement between two or more persons for doing an illegal act, or an act by illegal means, is a sine qua non. Although the agreement among the conspirators can be inferred by necessary implication, the inference can only be drawn on the parameters in the manner of proved facts, in the nature of circumstantial evidence. Whatever be the incriminating circumstance, it must be clearly established by reliable evidence and they must form the full chain whereby a conclusion about the guilt of the accused can be safely drawn. Even if we hold that at some point of time, the accused-appellant had some knowledge or suspicion about A-3 indulging in fraudulent misappropriation of gold, entrusted to A-3, in the absence of some positive evidence indicating agreement to that effect, conspiracy could not be inferred. On the findings itself arrived at by the High

> ***Court, we cannot hold that the accused-appellant was the conspirator to misappropriate the gold, with A-3.***
>
> ***On scrutiny of the entire facts led by the prosecution, the charge of conspiracy cannot stand as there is no link to show that the conspirators agreed to misappropriate the gold while the gold ornament was being prepared.”***

121. By applying the said principle in the given case, without any evidence to prove the meeting of minds between the Accused and approvers/PW1 and PW2, this court cannot be accepted the case of the prosecution that in pursuance of criminal conspiracy, the accused committed cheating by dishonestly making a false insurance claim in the name of PW2/Approver, who is the owner of Car bearing Reg. No. TNB 1518 in respect of an accident to the said car which was said to have occurred on 15.06.1988 but which had not actually taken place and induced the United India Insurance Company, Adayar, Chennai to pass the claim for the sum of Rs.14,765/- in the name of PW2/Approver who authorized the United India Insurance Company to issue a cheque in the name of Chandrakal Jain and got the payment. Hence this court has come to conclusion that the prosecution has miserably failed to prove the offences under Sec.420 r/w 120(B) IPC as against Accused.

<u>122. For commission of Offences U/s. 467, 468 and 471 IPC</u>

According to the prosecution, during the month of June 1988, the accused who was surveyor in United India Insurance company Ltd., Adayar, Chennai to facilitate a false insurance claim to PW2/Approver in regard to his Car bearing

Reg. No. TNB 1518 which met with an accident in June 1988 fraudulently or dishonestly used as genuine certain forged documents for making the said false claim with the United India Insurance, knowing or having reasons to believe them to be forged documents and thereby the accused committed an offences punishable U/s. 467, 468 and 471 IPC.

123. Before going to the discussion, I relied the relevant provisions of Indian Penal Code with regard to the provisions of Sec.467, 468 and 471 IPC as follows,

467. Forgery of valuable security, will, etc.— **Whoever forges a document which purports to be a valuable security or a will, or an authority to adopt a son, or which purports to give authority to any person to make or transfer any valuable security, or to receive the principal, interest or dividends thereon, or to receive or deliver any money, movable property, or valuable security, or any document purporting to be an acquittance or receipt acknowledging the payment of money, or an acquittance or receipt for the delivery of any movable property or valuable security, shall be punished with imprisonment for life, or with imprisonment of either description for a term which may extend to ten years, and shall also be liable to fine.**

The essential ingredients of Sec.468 IPC is that

(i) That the accused forged a document (or an electronic record),

(ii) That such document (or electronic record) was purported to be

(a) a record or proceeding of or in a court of justice, or

(b) a register of birth, baptism, marriage or burial or a register kept by a public servant as such, or

(c) a certificate or document purported to be made by a public servant to his official capacity as such, or

(d) an authority to institute or defend a suit, or

(e) to take any proceedings there in or to confess Judgment, or

(f) a power of attorney

Section 468 - Forgery for purpose of cheating.- Whoever commits forgery, intending that the document or electronic record forged shall be used for the purpose of cheating, shall be punished with imprisonment of either description for a term which may extend to seven years, and shall also be liable to fine."

The essential ingredients of Sec.468 IPC is that

(a) that a document has been forged as contemplated in Sec.463 IPC,

(b) that the Accused forged the said documents,

(c) that the accused did so for the purpose of cheating.

Further, the offence punishable under Sec.468 IPC requires the prosecution to prove commission of forgery by the accused for the purpose of cheating. Forgery is defined in Se.463 IPC. In other words, it requires the proof of making a false document in order that it may be used as genuine, and, secondly, with the intent specified in the said Sec.463.

<u>Section 471 - Using as genuine a forged [document or electronic record.</u>

Whoever fraudulently or dishonestly uses as genuine any document which he knows or has reason to believe to be a forged document, shall be undefined punished in the same manner as if he had forged such document."

The essential ingredients of Sec.471 IPC is that

(I) Fraudulent or dis-honest use of a document as genuine.

(ii) The person using it must have knowledge or reason to believe that the document is a forged one.

124. Accordingly, Section 471 of IPC is applicable where a person fraudulently or dishonestly uses as genuine any document or electronic record which he knows or has reason to believe to be a forged document. Therefore, condition precedent for offence under Section 471 of IPC is forgery by making false document and thus, the prosecution has to prove that the document was forged in terms of and false under Section 464 of IPC. Section 470 of IPC lays down that a document is forged if there is (i) fraudulent or dishonest use of a document as genuine, and (ii) knowledge or reasonable belief on the part of a person using the document that it is a forged one. Thus, Section 470 defines a forged document as a false document made by forgery. As per Section 464 of IPC, a person is said to have made a false document; (i) if he has made or executed a document claiming to be someone else or authorized by someone else; (ii) if he has altered or tampered a document; or (iii) if he has obtained a document undefined by practicing deception, or from a person not in control of his senses. Thus, on reading of the aforesaid provisions, it is clear that unless the document is false and forged in terms of Section 464 and 470 of IPC respectively, the requirement of Section 471 of IPC would not be met. Therefore, as per Section 463 of IPC whoever makes any false document with in intent to cause damage or injury to the public or to any person or to support any claim or title or to cause any person to part with property or to enter into any express or implied contract or with intent to commit fraud or that fraud may be committed, a person is said to have committed offence of forgery. A making false document defines under Section 464 of IPC and therefore, for the offence of forgery, there must be making of false document with an intent to cause damage or injury to the public or to any person. Thus, condition precedent for the offence under Section 467 and 470 of IPC is forgery and in turn condition precedent is making false document. Thus, the prosecution has to first prove that forgery is committed as provided under Section 463 coupled with ingredients of Section 464 of IPC are also to be satisfied. Therefore, unless and until ingredients of Section 463 of IPC are satisfied, a person cannot be convicted under Section 465 of IPC solely relying on the ingredients of Section 464 of IPC as offence of forgery would remain incomplete.

125. In order to prove the said offences, the prosecution has not examined any witnesses except PW2/Approver to establish that the Accused prepared the false or forged survey report based on the forged documents fraudulently or dishonestly used as genuine document in order to make false claim to PW2/Approver before the United India Insurance Company by cheating and got the amount. But, this court has already concluded that the testimony of the evidence of PW2/Approver is untrustworthy and unacceptable on various reasons as stated supra. As the evidence of the PW2/Approver was not corroborated with any of the prosecution witnesses in their evidence then the said evidence of PW2/Approver cannot be accepted by this court.

126. In the present case, as this court has already concluded that the prosecution has failed to prove that the Accused prepared survey report in the blank and signed Letterhead of PW15/Tr.Parthasarathy falsely as per the instruction of PW2/Approver namely Tr. J. Rajaram based on the false documents in order to make false claim and also concluded that the prosecution has failed to establish the said fact that the Accused used the forged documents which was given by PW2/Approver after knowing that the said documents were forged documents in order to make as false insurance claim to PW2/Approver namely Tr. J. Rajaram for the vehicle namely Car bearing Reg. No. TNB 1518. Admittedly, the PW32/Investigation Officer failed to send the forged survey report to the forensic lab along with the specimen signatures of the PW15 and the accused to prove that the said signatures are belonged to PW15 or the accused or some other persons. Further, the PW32/Investigation Officer has not recover the survey register and survey charges disbursement register to connect the accused in the said offences. Under such circumstances, this court has come to conclusion that the essential ingredients of the said provisions of Sections 467, 468 and 471 IPC are not established through oral and documentary evidence by the prosecution. Hence this court has concluded that the Prosecution has failed to prove that the accused officer 2 has committed the offences u/s. 467, 468 and 471 IPC.

127. Reasons for non-relying the precedents circulated by both counsels:

The learned counsels for the Accused had relied upon the various Judgments of the Hon'ble Apex Court and the Hon’ble High Court, Madras. However, from the said Judgments, the Judgments which was applicable to the present facts of the case alone was relied by this court and stated in this Judgment. As the other Judgments relied by the learned counsels for the prosecution and accused with great respect to the Judgment in the consider opinion of this court as the same is a general principle the same was not discussed in the Judgment.

128. Objections made by the learned counsel for the Accused while recording the evidence.

While recording the evidence of the prosecution witnesses, the learned counsel for the Accused has raised objections to record the statement of the witnesses and to mark the certain documents through the said witnesses and this court has recorded that the said objections raised by the learned counsel for the

Accused will be decided at the time of Judgment. Hence, it is necessary to decide the same.

129. On perusal of records, it seems that while chief examination of PW32/Investigation Officer, the learned counsel for Accused has raised objection that the PW32/Investigation Officer has narrated the contents of FIR as it is. While let in chief examination, the Investigation Officer can be permitted to depose the origin of case and details of FIR. In the present case, the Police Officer who registered the FIR was died hence the PW32/Investigation Officer deposed his evidence about the origin of case and details of FIR. Hence the said objections raised by the learned counsel for the Accused is rejected.

130. Further, while marking the documents as Ex.P214 to Ex.P218 on the prosecution side through the PW32/Investigation Officer, the learned counsel for the Accused raised objection that the said documents are photo copies hence the same cannot be marked. On perusal of records, it is found that the documents namely Ex.P215 and Ex.P216 are the photocopies of the Tender of Pardon proceedings of the Approvers namely Tr. Ramanujam and Tr. Rajaram. This court has already discussed about the admissibility of the said documents in the relevant paragraphs of the above judgement and concluded that the photocopies of the said documents are inadmissible. Further, the documents namely Ex.P217 and Ex.P218 are the photocopies hence the said documents are inadmissible. Hence the said objection raised by the learned counsel for the Accused is accepted by this court.

131. Findings of this court in Nutshell:

As this court in the above said paragraph as discussed all the facts and legal submissions made by the learned counsels for both parties, for conclusion this court with the risk of repetition this court again reiterate the above said conclusion made by this court in nutshell. They are:

1. The prosecution contends that, the Accused prepared the survey report for the vehicle namely Car bearing Reg. No. TNB 1518 in the blank and signed Letterhead of PW15/Tr.Parthasarathy falsely as per the instruction of PW2/Approver namely Tr. Rajaram based on the false documents in order to make false claim. However, the said fact is Not Proved by the prosecution.

2. The prosecution contends that, the Accused used the forged documents as genuine after knowing and having reasons to believe them as forged documents in order to make as false insurance claim to PW2/Approver namely Tr. J. Rajaram for the vehicle namely Car bearing Reg. No. TNB 1518. However, the said fact is Not Proved by the prosecution.

3. The prosecution contends that, the Accused induced the United India Insurance Company, Adayar, Chennai, by cheating to pass the claim for the sum of Rs.14,765/- in the name of PW2/Approver namely Tr. J. Rajaram and issued a cheque in the name of Chandrakal Jain as per

authorization by PW2/Approver namely Tr. J. Rajaram and got the payment. However, the said fact is <u>Not Proved</u> by the prosecution.

4. This court has concluded that the PW2/Approver is planted witness and his testimony is not worthy of credence on considering various reasons as stated supra. After discarded the PW2/Approver evidence, none of the prosecution witnesses and documents are connected the Accused in the said crime. Hence this court held that the contention of PW2/Approver that the Accused prepared the false survey report based on the forged documents, after knowing that the said documents were forged, in order to make false insurance claim along with PW1 and PW2/Approvers, cannot be accepted without any corroboration of evidence of other witnesses and documents on the prosecution side.

5. The prosecution contends that the Accused and the Approvers/ PW1 and PW2 had entered into a criminal conspiracy among themselves to commit the offence. However, the said fact is <u>Not Proved</u> by the prosecution.

6. Finally, the prosecution failed to prove the commission of offences U/s. Sec.420 r/w 120(B), 467, 468, 471 IPC as against the Accused beyond the reasonable doubt from the evidences and documents were produced before this court.

132. Conclusion:

For the reasons stated above, this court come to a conclusion that the prosecution, from the evidences and documents let in before this court, has miserably failed to prove their case against the Accused. Then this court found that the **Accused is found not guilty for the charges framed against him,** hence in consequence of the same the Accused is liable to be acquitted for the charges framed against him and he is acquitted.

133. Details of Judgment:

In the Result,

As the Prosecution has failed to prove the case against the Accused then the,

1. The Accused is not found guilty for the commission of offences U/s. 420 r/w Sec.120(B), 467, 468, 471 IPC.

2. As the prosecution failed to prove the case against the Accused, then the Accused is Acquitted U/s 248(1) of Cr.P.C.

3. The Surety and the bail bond given by the Accused is stand canceled.

PROPERTY ORDER:

Nil.

Dictated to the stenographer directly she typed and computerized by her, corrected by me, and pronounced by me in the open court on this 7th day of August 2026.

V JAGANNATHAN

Digitally signed by V JAGANNATHAN
Date: 2026.08.07 17:02:15 +0530

Special Judge
Special Court for the cases under P.C.Act, Chennai.

<u>Prosecution Witnesses:</u>

PW1	Tr. M.R.T. Ramanujam, S/o.Rangasamy. (Approver)
PW2	Tr. J. Rajaram, S/o.R.Janakiraman (Approver)
PW3	Tr. P.U. Chandrasekaran, S/o.P.S.Umapathy, Proprietor, Rajavinayagam Printing Press.
PW4	Tr. C. Mani, S/o. Chappan Nambiar.
PW5	Tr. N. Rajasimheswaran, S/o. Natesan Iyer, Asst.Administrative Officer, United India Insurance Company Ltd.
PW6	Tr. Balasubramani, S/o.N.S.Mahadevan.
PW7	Tr. K.R. Chidambaram, S/o.S.P.Karupan Chettiar, Admn Officer, Internal Audit Department, UIIC Ltd.,
PW8	Tr. N.R. Yegneswaran, s/o.N.S.Ramaghanapadigal, Ass.Manager, India Insurance Company Ltd, Divisional Officer.
PW9	Tr. T.K. Kannapiran, S/o.Thiruvarangam Chettiyar, Proprietor, Kannapiran Traders.
PW10	Tr. N. Rajendran, S/o.Muniyandi, Branch Manager, United India Insurance Company Ltd.
PW11	Tr. K. Jeyamurugan, S/o.R.Karuthaiya

PW12	Tr. V.K. Ranganathan, Proprietor, Sugam Finance and Investments Ltd.
PW13	Tr. S. Navarathan Kumar, S/o.Sampath Raj.
PW14	Tr. Murthi, Asst.Admm Officer, United India Insurance Company Ltd., Regional Office.
PW15	Tr. D.Parthasarathy, S/o.K.Devarajan.
PW16	Tr. R.Govindan, S/o.Raghava Naidu, Proprietor, Sri Lakshmi Auto Works.
PW17	Tr. K.S. Balasundar, Inspector of Police, Pallikaranai Police Station.
PW18	Tr. S.Muthiah, Asst. Divisional Manager, United Insurance Co. Ltd., Regional Office, Chennai.
PW19	Tr. Kaleel Basha, S/o.Mohaiyadun.
PW20	Tr. Srinivasan, S/o.J.Venkataraman, Proprietor, NVM Automobiles, Annasalai, Chennai.
PW21	Tr. T.G. Govindarajan, S/o.T.B.Chari, Asst.Divisional Manager, UIIC Ltd., Division Office-105.
PW22	Tr.K.Kumar, S/o.Parthasarathy
PW23	Tr. Mahadevan, S/o.Meenakshi Sundaram, Asst.Divisional Manager, United India Insurance Company Ltd.
PW24	Tr. R.S. Subramaniyam, S/o. A.S. Ramaswamy, Senior Asst., United India Insurance Co. Ltd.
PW25	Tr. M.G.Ravikumar, S/o.Mr. Govindaraj.
PW26	Tr. Rajesekaran, S/o. Karuppiah Pillai.
PW27	Tr. B.Rajendran, S/o. M.Babu Naidu
PW28	Tr. Sambasivam, Proprietor, Geetha Automobiles.

PW29	Tr. P. Bhakthavachalam, S/o. M. Palaiyathan, Proprietor, PBS Auto Works, Porur.
PW30	Tr. M. Kasi, Scientific Asst.Grade-I & Document Expert, Forensic Sciences Department, Chennai.
PW31	Tr. Shanmugasundaram, Regional Transport Officer, Madras.
PW32	Tr. P.V. Thomas, Inspector of Police, Vigilance and Anti-corruption, Special Unit-III, Chennai-20.
PW33	Tr. M. Prabhakaran, Inspector of Police, Vigilance and Anti-corruption, Special Unit-III, Chennai-20.

Prosecution side Exhibits:

Doc.No.	Marked through witnesses	Description of the document
Ex.P1	PW1	Photocopy of Statement given by the PW2/Approver under Sec.164 of Cr.P.C. on 05.09.1995 before the 21st Metropolitan Magistrate court.
Ex.P2	PW1	Photocopy of Statement given by the PW2/Approver under Sec.164 of Cr.P.C. on 06.09.1995 before the 21st Metropolitan Magistrate court.
Ex.P3	PW1	Photocopy of Insurance Certificate issued in the name of Ramachandra Raja issued by Rajaram.
Ex.P4	PW1	Photocopy of CD file relating to FIR in Cr.No.1158/1989 maintained by Anna Nagar Traffic Investigation Police Station.
Ex.P5	PW1	Photocopy of Notice u/s.131 Motor Vehicles Act, 1939 issued by Anna Nagar Traffic Investigation Police

		Station.
Ex.P6	PW1	Photocopy of Insurance Certificate for Lorry bearing No.TDT 7479
Ex.P7	PW1	Photocopy of CD file relating to FIR in Cr.No.3195/1987 maintained by Kilpauk Traffic Investigation Police Station.
Ex.P8	PW1	Photocopy of Notice u/s.131 Motor Vehicles Act, 1939 issued by Kilpauk Traffic Investigation Police Station.
Ex.P9	PW1	Photocopy of Goods Vehicle Record dated 14.07.1987
Ex.P10	PW1	Photocopy of CD file relating to FIR in Cr.No.4736/1987 maintained by Kilpauk Traffic Investigation Police Station.
Ex.P11	PW1	Photocopy of notice under Sec.131 Motor Vehicles Act, 1939 dated 19.05.1988 issued by Pondy Bazaar Traffic Investigation Police Station.
Ex.P12	PW1	Photocopy of Insurance Certificate for Lorry bearing No.1472.
Ex.P13	PW1	Photocopy of Kannapiran Traders bill No.106 dated 21.11.1987.
Ex.P14	PW1	Photocopy of Insurance Certificate for Lorry bearing no. TMM9155.
Ex.P15	PW1	Photocopy of CD file relating to FIR in Cr.No.3583/1987 maintained by Kilpauk Traffic Investigation Police Station.
Ex.P16	PW1	Photocopy of Trip Sheet of Goods Vehicle Record dated

		07.08.1987.
Ex.P17	PW1	Photocopy of Notice under Sec.131 Motor Vehicles Act, 1939 dated 07.08.1987 issued by Kilpauk Traffic Investigation Police Station.
Ex.P18	PW1	Photocopy of FIR in Cr.No.2195/88 in Pondy Bazaar Traffic Investigation Police Station
Ex.P19	PW1	Photocopy of Insurance Certificate of Lorry bearing Reg. no. TNF 1472.
Ex.P20	PW1	Photocopy of Kannapiran Traders Bill in S.No.508/06.06.1988.
Ex.P21	PW1	Photocopy of FIR in Cr.No.2076/89 in Anna Nagar Traffic Investigation Police Station.
Ex.P22	PW1	Photocopy of Insurance Certificate of Lorry bearing Reg. no. TCH 2664.
Ex.P23	PW1	Photocopy of Quotation for repairing accident leyland TCH 2664 issued by Hari Hara Sudhan Automobiles.
Ex.P24	PW1	Photocopy of Towing Bill dated 11.05.1989 issued by Hari Hara Sudhan Automobiles.
Ex.P25	PW1	Photocopy of Kannapiran Traders bill dated 08.06.1989.
Ex.P26	PW1	Photocopy of Goods vehicle Record dated 10.05.1989.
Ex.P27	PW1	Photocopy of Satisfaction Note dated 07.08.1989.
Ex.P28	PW1	Photocopy of CD file relating to FIR in Cr.No.4963/1989 maintained by Anna Nagar Traffic Investigation Police Station
Ex.P29	PW1	Photocopy of Insurance Certificate of Lorry bearing

		Reg. no. TCZ 3569.
Ex.P30	PW1	Photocopy of Goods Vehicle Record of TCZ3569 dated 01.11.1989.
Ex.P31	PW1	Photocopy of Quotation of Hari Hara Sudhan Automobiles dated 03.11.89.
Ex.P32	PW1	Photocopy of Labour Charges Bill dated 10.01.1990 issued Hari Hara Sudhan Automobiles.
Ex.P33	PW1	Photocopy of Kannapiran Traders bills dated 04.12.1989.
Ex.P34	PW1	Photocopy of Satisfaction note issued by Tmt. Sagunthala for claim no.4578/1989
Ex.P35	PW1	Photocopy of FIR in Cr.No.3134/1989 in Vepery Traffic Investigation Police Station.
Ex.P36	PW1	Photocopy of Insurance certificate for Lorry bearing Reg. no.3434.
Ex.P37	PW1	Photocopy of FIR in Cr.No.2668/1988 in Kilpauk Traffic Investigation Police Station.
Ex.P38	PW1	Photocopy of Insurance certificate for Lorry bearing Reg. no. TMB 1518.
Ex.P39	PW1	Photocopy of FIR in Cr.No.3800/1989 in Kilpauk Traffic Investigation Police Station.
Ex.P40	PW1	Photocopy Insurance Certificate for Lorry bearing Reg.No.TMM 9155.
Ex.P41	PW1	Photocopy of Cash Bill in the name Ranjana Auto Centre.

Ex.P42	PW1	Photocopy of CD file in FIR in Cr.No.2512/1988 maintained by G-3, Kilpauk Traffic Investigation Police Station.
Ex.P43	PW1	Photocopy of Insurance Certificate for Lorry bearing Reg.No.7479.
Ex.P44	PW1	Photocopy of Cash Bill for Motor spare parts in the name of Kannapiran Traders.
Ex.P45	PW1	Photocopy of CD file in FIR in Cr.No.924/1989 maintained by K-4, Anna Nagar Trafic Investigation Police Station.
Ex.P46	PW1	Photocopy of Insurance Certificate for Lorry Bearing Reg.No.TSJ 1987.
Ex.P47	PW1	Photocopy of Cash Bill for Motor spare parts in the name of Kannapiran Traders.
Ex.P48	PW1	Photocopy of Quotation for the repair of accident TATA Vehicle TSJ 1987 in the name of Selvam Motor Works.
Ex.P49	PW1	Photocopy of Credit bill issued by Selvam Motor Works
Ex.P50	PW1	Photocopy of Cash Bill for Motor spare parts in the name of Kannapiran Traders dated 21.11.1987
Ex.P51	PW1	Photocopy of Towing Receipt in the name of Sarvadeva Transport dated 16.10.1987.
Ex.P52	PW1	Photocopy of Estimate & repair quotation for the Vehicle bearing Reg.No.TNF 1472 issued by Selvam Motor Works.
Ex.P53	PW1	Photocopy of Labour Bill cum Receipt for purchased spare parts dated 05.12.1987 issued by Selvam Motor

		Works.
Ex.P54	PW1	Photocopy of Towing bill dated 20.05.1988 issued by Selvam Motor Works.
Ex.P55	PW1	Photocopy of Estimate for repairing the accident lorry TNF 1472 issued by Selvam Motor Works.
Ex.P56	PW1	Photocopy of Labour bill repairing the accident lorry TNF 1472 dated 15.06.1988 issued by Selvam Motor Works.
Ex.P57	PW2	Photocopy of 164 Cr.P.C statement of J.Rajaram S/o.Janakiram in the Court of XXI Metropolitan Magistrate, Egmore, Madras.
Ex.P58	PW2	Photocopy of A signature of the J.Rajaram in the Confession Statement dated 05.09.1995.
Ex.P59	PW2	Photocopy of Letter head in the name of Popular Auto Mobiles. 3 bills.
Ex.P60	PW2	Photocopy of Estimate bill in the name of Venkateshwars Auto works. 2 bills.
Ex.P61	PW2	Photocopy of estimate bill in the name of Krishna Auto mobiles.
Ex.P62	PW2	Photocopies of 3 Letter heads i.e., Estimation, Labour and Towing bills in the name of Lakshmi Auto works.
Ex.P63	PW2	Photocopy of Krishna Auto mobiles Letter head bill fraudulently signed as Moorthy by Rajaram.
Ex.P64	PW2	Photocopy of Labour bill amount of Rs.8,750/- for the Car Reg No.TCV 4774 dated 12.04.1989.

Ex.P65	PW2	Photocopy of Towing bill amount of Rs.450 in the name of Maha Auto works dated 16.03.1989.
Ex.P66	PW2	Photocopy of Estimate bill in the name of Maha Auto works dated 16.03.1989.
Ex.P67	PW2	Photo copy of Photos of damaged vehicle bearing Reg. No. TCV 4774
Ex.P68	PW2	Photocopy of Motor Survey Report issued by Tr. Rajaram dated 20.11.1987 for the vehicle TNF 1472.
Ex.P69	PW2	Photocopy of Photos of damaged vehicle bearing Reg. No. TNF 1472
Ex.P70	PW2	Photocopy of Motor Survey Report dated 17.06.1988 issued by Tr. Rajaram for the vehicle TNF 1472
Ex.P71	PW2	Photocopy of Photos of damaged vehicle bearing Reg. No. TNF 1472
Ex.P72	PW2	Photocopy of Motor Survey report dated 28.06.1988 issued for the vehicle TDT 7479.
Ex.P73	PW2	Photocopy of Estimation bill in the name of Murugan Body works dated 09.06.1988.
Ex.P74	PW2	Photocopy of Labour bill cum Receipt dated 25.06.1988 issued Murugan Body works.
Ex.P75	PW2	Photocopy of Towing bill dated 07.06.1988 issued Murugan Body works.
Ex.P76	PW2	Photocopy of Photos of damaged vehicle bearing Reg. No. TDT 7479
Ex.P77	PW2	Photocopy of Motor Survey report dated 13.04.1989 submitted by Surveyor J.Rajaram for survey of accident

		lorry TSJ 1987.
Ex.P78	PW2	Photocopy of Photos of damaged vehicle bearing Reg. No. TSJ 1987.
Ex.P79	PW2	Photocopy of Motor survey report dated 31.07.1989 submitted by surveyor J.Rajaram for accident lorry TCH 2664.
Ex.P80	PW2	Photocopy of Photos of damaged vehicle bearing Reg. No. TCH 2664.
Ex.P81	PW2	Photocopy of Motor claim form submitted by B.Sakunthala for accident to lorry TCZ 3569 on 01.11.1989.
Ex.P82	PW2	Photocopy of Photos of damaged vehicle bearing Reg. No. TCZ 3569.
Ex.P83	PW2	Photocopy of Claim Intimation Report to United India Insurance Co. Ltd. for processing insurance claim for accident to lorry TCZ 3569.
Ex.P84	PW2	Photocopy of CFX Form of TCZ 3569.
Ex.P85	PW2	Photocopy of Claim Intimation Report to United India Insurance Co. Ltd. for processing insurance claim for accident to van TSJ 3434.
Ex.P86	PW2	Photocopy of Motor claim submitted by K.L.Bose for Maruthi Van TSJ 3434 on 07.07.1989.
Ex.P87	PW2	Photocopy of Motor Survey report dated 31.07.1989 submitted by Surveyor J.Rajaram for van TSJ 3434.
Ex.P88	PW2	Photocopy of Estimate for repairing car TSJ 3434 dated

		10.07.1989 in the letter head of Kumar Auto works.
Ex.P89	PW2	Photocopy of Labour bill dated 01.08.1989 for Rs.9,500/- in the letter head Kumar Auto works charges repairing Van TSJ 3434.
Ex.P90	PW2	Photocopy of Towing bill dated 08.07.1989 for Rs.350/- in the letter head kumar auto works for accident van TSJ 3434.
Ex.P91	PW2	Photocopy of Cash bill no.141 dated 10.07.1989 for the purchase of spare parts for van TSJ 3434 in the letter head of Popular Automobiles.
Ex.P92	PW2	Photocopy of Cash bill no.169 dated 17.07.1989 for Rs.10,920/- for purchase of spare parts for Van TSJ 3434 in the letter head popular Automobiles.
Ex.P93	PW2	Photocopy Cash bill no.194 dated 25.07.1989 for Rs.3,900/- for puchase of spare parts for van TSJ 3434.
Ex.P94	PW2	Photocopy of Photos damaged vehicle pertaining to accident van TSJ 3434.
Ex.P95	PW2	Photocopy of disbursement voucher dated 10.08.1989 issued by United India Insurance Co. Ltd. for Rs.36,387/- in favour of Kumar Auto works.
Ex.P96	PW2	Photocopy of Blank satisfaction note with signature of K.L.Bose and K.Kumar for vehicle bearing Reg. No. TSJ 3434.
Ex.P97	PW2	Photocopy of Letter dt 09.081989 from K.L.Bose to the Manager United India Insurance Co. Ltd. request to make payment to Kumar Auto works.

Ex.P98	PW2	Photocopy of FIR in Cr.No.2668/1988 u/s.279 IPC of G3 Kilpauk Traffic Investigation Police Station.
Ex.P99	PW2	Photocopy of Accident intimation letter dated 15.06.1988 for lorry TNB 1518.
Ex.P100	PW2	Photocopy of Motor claim for submitted by S.Ganesan for accident to lorry TNB 1518.
Ex.P101	PW2	Photocopy of Cash bill no.3569 dated 22.06.1988 for purchase of spare parts for car TNB1518 for Rs.3403.86 from the Auto way trading Co.,
Ex.P102	PW2	Photocopy of Cash bill no.52 dated 24.06.1988 for purchase of radiator assembly for car TNB 1518 for Rs.1,867 from Engine Cool Radiators.
Ex.P103	PW2	Photocopy of photos pertaining to accident Car TNB 1518.
Ex.P104	PW2	Photocopy of Disbursement voucher dated 11.10.1988 for Rs.14,765/- issued by United India Insurance Co. Ltd, in favour of Mr.Chandrakala jain, name of claimant J.Rajaram.
Ex.P105	PW2	Photocopy of Estimate dated 16.06.1988, Towing Bill dated 15.06.1988 and Labour bill cum receipt dated 20.07.1988 issued for the car TNB 1518 in the letter head by “Mha Auto works”.
Ex.P106	PW2	Photocopy of FIR copy in Cr.No.3800/89 u/s 279 IPC dt 20.08.1989, G3 Kilpauk Traffic Investigation Police Station.
Ex.P107	PW2	Photocopy of Accident intimation letter dated

		23.08.1989 for lorry TMM 9155,
Ex.P108	PW2	Photocopy of Motor claim form by S.Ganesan for accident to lorry TMM 9155.
Ex.P109	PW2	Photocopy of Motor survey report dated 01.11.1989 submitted by surveyor J.Rajaram for survey of accident lorry TMM 9155.
Ex.P110	PW2	Photocopy of Estimate bill, Labour bill , Towing Receipt and Cash receipt in the letter head of PPS Auto works for repairing lorry TMM 9155.
Ex.P111	PW2	Photocopy of Photos pertaining to damaged Lorry bearing Reg. No. TMM 9155.
Ex.P112	PW2	Photocopy of CFX form for TMM 9155.
Ex.P113	PW2	Photocopy of Labour bill dated 17.08.1987 for Rs.17,000/- in letter head of Sri Venkateswara Auto works for repairing the lorry TDT 7479.
Ex.P114	PW2	Photocopy of Photos pertaining to damaged Lorry bearing Reg. No TDT 7479.
Ex.P115	PW2	Photocopy of Cash bill no.6662 dated 7.08.1987 for Rs.23,410/- in the name of Krishna Automobles for purchase of spare parts for lorry TDT 7479.
Ex.P116	PW2	Photocopy of Cash bill 6675 dated 10.08.1987 for Rs.14,735/- for purchase of spare parts for the lorry TDT 7479 from Krishna Automobiles.
Ex.P117	PW2	Photocopy of Cash bill 6695 dated 08.08.1989 for Rs.9,530/- for purchase of spare parts for lorry TDT 7479.

Ex.P118	PW2	Photocopy of Labour bill dated 17.08.1987 for Rs.17,500/- in letter head of Sri Venkateswara Auto works for repairing the lorry TDT 7479.
Ex.P119	PW2	Photocopy of Towing receipt dated 15.07.1987 for Rs.650/- for repairing the accident lorry TDT 7479.
Ex.P120	PW2	Photocopy of Motor survey report dated 14.08.1987 for survey of accident lorry TDT 7479.
Ex.P121	PW2	Photocopy of Empty Letter Head of Sri Lakshmi Auto Works.
Ex.P122	PW2	Photocopy of Motor survey report dated 18.8.1987 for survey of accident lorry TMM 9155.
Ex.P123	PW2	Photocopy of Labour bill dated 24.08.1987 for Rs.22,000/- for letter head of Sri lakshmi auto works repairing the lorry TMM 9155.
Ex.P124	PW2	Photocopy of Photos pertaining to damaged Lorry bearing Reg. No. TMM 9155.
Ex.P125	PW3	Photocopy of Motor claim form for accident to lorry TNF 1472 dated 14.10.1987 .
Ex.P126	PW3	Photocopy of Motor claim form for accident to lorry TDT 7479.
Ex.P127	PW3	Photocopy of Motor claim for submitted by S.Ganesan for accident to lorry TMM 9155.
Ex.P128	PW5	Photocopy of calculation sheet for Motor claim no.1474/1989 for vehicle TCV 4774 on 03.05.1989.
Ex.P129	PW5	Photocopy of Motor claim form for accident to lorry TDT 7479 on 06.06.1988 submitted to United India

		Insurance Co. Ltd.
Ex.P130	PW5	Photocopy of Motor claim note and calculation charges dated 25.08.1988 by United India Insurance Co. Ltd., while processing claim with regard to accident to lorry TNF 1472.
Ex.P131	PW5	Photocopy of Supplement to Motor Claim Form of lorry TNF 1472.
Ex.P132	PW7	Photocopy of Motor claim note and calculation sheet dated 26.08.1987 prepared by United India Insurance Co. Ltd. for processing insurance claim for accident to lorry TMM 9155.
Ex.P133	PW7	Photocopy of Discharge debit voucher amount Rs.33,730/- prepared for payment settlement to Samundeeshwari Finance.
Ex.P134	PW7	Photocopy of Supplement Motor claim form for the vehicle bearing Reg. No.TMM 9155 vide claim No.4568/89
Ex.P135	PW7	Photocopy of Supplement claim form for the vehicle bearing Reg. No. TMM 9155 vide claim No.116/24/7/058/87
Ex.P136	PW8	Photocopy of letter dated 21.04.1989 written by Asst.Divisional Manager, Tr. Govindarajan to unapproved surveyor Tr.Natarajan.
Ex.P137	PW8	Photocopy of Motor claim note dated 01.07.1988 put up by United India Insurance Co. Ltd. with regard to accident lorry TDT 7479.

Ex.P138	PW8	Photocopy of working sheet for claiming Rs.52,250/- to lorry TDT 7479.
Ex.P139	PW8	Photocopy of working sheet for claiming Rs.33,140/- to lorry TNF 1472.
Ex.P140	PW8	Photocopy of Discharge Vouchers dated 22.12.1987.
Ex.P141	PW8	Photocopy of Motor claim note dated 27.04.1989 put up United India Insurance Co. Ltd for processing insurance claim for accident to lorry TSJ 1987.
Ex.P142	PW8	Photocopy of Motor claim note dated 23.11.1989, Calculation sheet dated 23.11.1989 and copy of disbursement vouchers dated 23.11.1989 in favour of lorry TMM 9155.
Ex.P143	PW8	Photocopy of Motor claim note dated 12.09.1989 put up United India Insurance Co. Ltd for insurance claim for accident lorry TCH 2664.
Ex.P144	PW8	Photocopy of Motor claim note dated 01.07.1988 by United India Insurance Co. Ltd. with regard to accident to lorry TDT 7479 and disbursement claims voucher dt. 09.08.1988 of United India Insurance Co. Ltd for Rs.49,146/- in favour of M/s.Chamundeeswari Finance for settlement of claim for accident.
Ex.P145	PW8	Photocopy of Accident Intimation slip dated 09.06.1998, Calculation sheet dated 31.08.1988, Discharge voucher for Rs.52,250/- for the vehicle TCH 2664.
Ex.P146	PW8	Photocopy of Accident Intimation letter dated 17.07.1987 for damaged lorry TDT 7479 sent by K.Doss

		to the Manager, United Indian Insurance Co. Ltd.
Ex.P147	PW10	Photocopy of Investigation Report pertaining to the vehicle bearing Reg. No. TNF 1472, dated 06.01.1989 issued by Surveyor M.C.Reddy.
Ex.P148	PW10	Photocopy of Consent letter issued by Surveyor Tr. Ramanujam pertaining to the vehicle bearing Reg. No. TNF 1472 issued on 20.12.1988.
Ex.P149	PW10	Photocopy of the claim note for approval for payment of Rs. 23,000/- in respect of Vehicle bearing Registration No. TDT 7479, issued by United India Insurance Company, Royapuram Branch, based on the recommendation of Surveyor Tr. Ramanujam.
Ex.P150	PW12	Photocopy of No Objection Certificate, dated 23.06.1988 issued by M/s.Sukam Finance & Investment Co., granting consent for United India Insurance Co. Ltd., to release the insurance claim amount to Ramanujam inrespect of accident lorry bearing Reg.No.TNF 1472.
Ex.P151	PW15	Photocopy of the Motor Survey Report issued by Surveyor Tr. Parthasarathy in respect of the accident car bearing Registration No. TNB 1518, dated 18.07.1988.
Ex.P152	PW17	Photocopy of CD file in Cr.No.2668/1988 maintained by G3 Kilpauk Traffic Investigation Police Station.
Ex.P153	PW18	Photocopy of Disbursement Voucher dated 18.01.1989 for Rs.23,000/- issued by United India Insurance Company Ltd. in favour of Tr. Ramanujam.

Ex.P154	PW20	Photocopy of Two blank vouchers bearing the letter head of NVM Auto mobiles.
Ex.P155	PW21	Photocopy of Disbursement Voucher dated 09.05.1989 for Rs.15,882/- issued by United India Insurance Company Ltd. in favour of M/s. Maha Auto Works.
Ex.P156	PW23	Photocopy of Motor Claim Note, dated 01.02.1990 issued by United India Insurance Company Ltd., with regard to accident lorry bearing Reg.No.TCZ 3569.
Ex.P157	PW23	Photocopy of the Working Sheet for claiming Rs. 65,603/- in respect of the lorry bearing Registration No. TCZ 3569.
Ex.P158	PW23	Photocopy of Motor Claim Note, dated 04.08.1989 issued by United India Insurance Company Ltd. with regard to accident vehicle TSJ 3434.
Ex.P159	PW23	Photocopy of the Motor Claim Form submitted to United India Insurance Company Ltd. in respect of the accident lorry bearing Registration No. TCH 2664.
Ex.P160	PW23	Photocopy of Supplement to Motor Claim Form of lorry bearing Registration No. TCH 2664.
Ex.P161	PW24	Photocopy of the Disbursement Voucher for Rs. 58,249/- issued by United India Insurance Company Ltd. in favour of Harihara Sudhan Automobiles in respect of the accident lorry bearing Registration No. TCH 2664.
Ex.P162	PW24	Photocopy of the Working Sheet for claiming Rs. 58,249/- in respect of the accident lorry bearing Registration No. TCH 2664.

Ex.P163	PW24	Photocopy of working sheet for claiming Rs.35,767/- to accident lorry bearing Registration No. TSJ 1987.
Ex.P164	PW24	Photocopy of the Disbursement Voucher for Rs. 35,767/- issued by United India Insurance Company Ltd. in favour of M/s. Selvam Motor Works.
Ex.P165	PW24	Photocopy of the Working Sheet for claiming Rs. 36,387/- in respect of the accident lorry bearing Registration No. TSJ 3434.
Ex.P166	PW 24	Photocopy of Supplement to Motor Claim form for lorry bearing Registration No.TSJ 3434.
Ex.P167	PW26	Photocopy of sample bill bearing the letter head of M/s. Ranjana Auto Centre.
Ex.P168	PW30	Photocopy of Satisfaction Note of United India Insurance Company signed by Tr. Doss.
Ex.P169	PW30	Photocopy of No Objection Letter issued by Tr. Ganesan to United India Insurance Company, dated 26.08.1987, requesting issuance of claim payment to M/s. Chamudeshwari Finance pursuant to the repair of Vehicle bearing Registration No. TMM 9155.
Ex.P170	PW30	Photocopy of the Letter dated 10.08.1987 from Tr. Ganesan to United India Insurance Company Ltd. requesting issuance of a claim form in respect of Vehicle bearing Registration No. TMM 9155.
Ex.P171	PW30	Photocopy of the Letter dated 12.05.1989 from Tr. A. Sundarajan to United India Insurance Company Ltd. requesting issuance of a claim form in respect of the

		accident vehicle bearing Registration No. TCH 2664.
Ex.P172	PW30	Photocopy of the Letter dated 08.08.1989 from Tr. A. Sundarajan to United India Insurance Co.Ltd. requesting issuance of a cheque in favour of M/s. Hari Hara Sudhan Automobiles towards the repair charges of the accident vehicle bearing Registration No. TCH 2664.
Ex.P173	PW30	Photocopy of the Towing Receipt dated 15.06.1988 for Rs. 200/- issued by M/s. Maha Auto Works towards towing charges for the accident car bearing Registration No. TNB 1518.
Ex.P174	PW30	Photocopy of the Estimate for Repair of the Ambassador Car bearing Registration No. TNB 1518 issued by M/s. Maha Auto Works, dated 16.06.1988.
Ex.P175	PW31	Photocopy of the Letter from Tr. Shanmugasundaram, Regional Transport Officer to the Inspector of Police, Vigilance and Anti-Corruption, City Special Unit, in L.R. No. R.No.5/Confdl/95, dated 07.12.1995.
Ex.P176	PW32	Photocopy of FIR in Cr.No.3/AC/91/MC-I of the Vigilance and Anti-Corruption, City-I Detachment, Madras.
Ex.P177	PW32	Photocopy of Supplement to Motor claim form of Lorry TDT 7479 dated 24.08.1987.
Ex.P178	PW32	Photocopy of FIR in Cr.No.3583/87 of the G3 Kilpauk Traffic Investigation Police Station, Chennai.
Ex.P179	PW32	Photocopy of FIR in Cr.No.4736/87 of the G3 Kilpauk Traffic Investigation Police Station, Chennai.

Ex.P180	PW32	Photocopy of Accident Intimation letter for lorry bearing Registration No. TNF 1472, dated 16.10.1987 sent by Tr.Ramanujam to United India Insurance Co. Ltd.,.
Ex.P181	PW32	Photocopy of Motor Claim Form for accident lorry bearing Registration No.TNF 1472.
Ex.P182	PW32	Photocopy of a Blank Satisfaction Note of United India Insurance Company Ltd. bearing the signature of Tr. M.R.T. Ramanujam.
Ex.P183	PW32	Photocopy of the Letter dated 04.07.1988 from Tr. Unni to United India Insurance Company Ltd., Royapuram Branch, regarding the insurance claim in respect of Vehicle bearing Registration No.TNF 1472.
Ex.P184	PW32	Photocopy of Supplement to Motor Claim Form, dated 29.06.1988 for Lorry bearing Reg. No.TDT 7479.
Ex.P185	PW32	Photocopy of Labour Charges Bill, dated 09.08.1988 for Rs.49,146/- in respect of the repair of the Lorry bearing Registration No.TDT 7479.
Ex.P186	PW32	Photocopy of the Notice under Section 131 of the Motor Vehicles Act, 1939, dated 06.06.1988, issued by Tr. Ramaiyan, Sub-Inspector of Police, in respect of the lorry bearing Registration No. TDT 7479.
Ex.P187	PW32	Photocopy of the Working Sheet for claiming Rs. 14,765/- in respect of the accident car bearing Registration No. TNB 1518.
Ex.P188	PW32	Photocopy of Supplement to Motor Claim Form of lorry bearing Registration No.TSJ 1987.

Ex.P189	PW32	Photocopy of Accident Intimation Letter, dated 06.03.1987 submitted by T.R.Jayashankar to United India Insurance Company for regarding Lorry bearing Registration No. TSJ 1987.
Ex.P190	PW32	Photocopy of Motor Claim Form of accident Lorry bearing Registration No. TSJ 1987, dated 07.03.1989.
Ex.P191	PW32	Photocopy of the Re-inspection Report, dated 30.05.1989 submitted by surveyor K.Natarajan for lorry bearing Registration No.TSJ 1987.
Ex.P192	PW32	Photocopy of the Blank Satisfaction Note bearing the signature of MRT.Ramanujam.
Ex.P193	PW32	Photocopy of the CD file in Cr.No.924/89 of K4 Anna Nagar Traffic Investigation Police station.
Ex.P194	PW32	Photocopy of Towing bill, dated 03.03.1989 for towing accident Lorry bearing Registration No. TSJ 1987.
Ex.P195	PW32	Photocopy of FIR in Cr.No.924/89 of K4 Anna Nagar Traffic Investigation Police Station.
Ex.P196	PW32	Photocopy of Re-inspection Survey Report for TCZ 3569 issued by Murari, dated 10.01.1990.
Ex.P197	PW32	Photocopy of Motor Survey Report for TCZ 3569 issued by Surveyor Thiyagarajan, dated 05.01.1990.
Ex.P198	PW32	Photocopy of Goods Vehicle Record of Lorry TNF 1472 dated 14.10.1987.
Ex.P199	PW32	Photocopy of Supplement to Motor Claim Form for accident Ambassador Car bearing Reg. No.TNB 1518.

Ex.P200	PW32	Photocopy of CD file in Cr.No.2512/1988 of G3 Kilpauk Traffic Investigation Police Station.
Ex.P201	PW32	Photocopy of Re-inspection Survey Report for accident lorry bearing Registration No.TSJ 1987 issued by Surveyor Natarajan, dated 03.05.1989.
Ex.P202	PW32	Photocopy of Accident Claim Intimation Letter, dated 16.03.1989 for car TCV 4774 sent by Tr.Ramachandraraja.
Ex.P203	PW32	Photocopy of Survey Report for accident car TCV 4774 issued by Surveyor Natarajan, dated 18.04.1989.
Ex.P204	PW32	Photocopy of Motor Claim Note, dt 21.04.1989 by United India Insurance Company with regard to the accident to car bearing Registration No.TCV 4774.
Ex.P205	PW32	Photocopy of Re inspection Survey Report for accident Lorry TCH 2664 issued by Surveyor Vijayaragavan, dated 07.08.1989.
Ex.P206	PW32	Photocopy of Re-inspection Survey Report for accident lorry TMM 9155 issued by Surveyor Natarajan, dated 09.11.1989.
Ex.P207	PW32	Photocopy of Motor Claim Note by United India Insurance Company with regard to Lorry TNB 1518.
Ex.P208	PW32	Photocopy of FIR in Cr.No.1158/89 of K4 Annanagar Taffic Investigation Police Station.
Ex.P209	PW32	Photocopy of Motor Claim Form submitted by Ramachandra Raj for accident to car TCV 4774.

Ex.P210	PW32	Photocopy of Supplement to Motor Claim Form for accident to car TCV 4774.
Ex.P211	PW32	Photocopy of Supplement to Motor Claim Form for accident to car TCZ 3569.
Ex.P212	PW32	Photocopy of 164 Cr.P.C statement of Accused Rajaram.
Ex.P213	PW32	Photocopy of 164 Cr.P.C statement of Accused Ramanujam.
Ex.P.214	PW32	Photocopy of Tender of Pardon U/s.306(1) Cr.P.C., dated 19.07.1996 granted by IVth Metropolitan Magistrate, Saidapet to Tr.M.R.Ramanujam.
Ex.P.215	PW32	Photocopy of Tender of Pardon U/s.306(1) Cr.P.C., dated 19.07.1996 granted by IVth Metropolitan Magistrate, Saidapet to Tr.J.Rajaram.
Ex.P.216	PW32	Photocopy of Document expert's report given by W-63 Mr.M.Kasi in Ref: T.No.3735/95 Doc.No.178/95 dated 27.02.1996.
Ex.P.217	PW32	Photocopy of FIR in Cr.No.4963/89 u/s.279 IPC of K-4 Anna Nagar Traffic Investigation Police Station.
Ex.P.218	PW32	Original Slip with name United Indian Insurance Ltd D.O.V Catholic Centre, Madras-1 dated 14.12.1989 with the notation that it was given by SDM and claim of Mrs. B. Sakunthala to be registered.

<u>Defence side witnesses and Exhibits:</u>

NIL

Material Objects:

NIL

V JAGANNATHAN Digitally signed by V JAGANNATHAN Date: 2026.08.07 17:02:38 +0530

Special Judge,
Special Court for the cases
under P.C. Act, Chennai

Note:

The Result of Judgment is intimated to Police.

None of the witnesses was retained for more than three days.

The case property order is recorded in Property Register.

Judgement in
C.C.42/2011
Dated:07.08.2026
Special Court for the cases
under P.C.Act.Chennai.