IN THE COURT OF IV ADDITIONAL CHIEF JUDICIAL MAGISTRATE, BANGALORE.

CC No. 21344/2012

PW:2

Name	:	Ravishankar
Father's name	:	R.Vishwanath
Age	:	63 years
Occupation	:	Rtd. DGM Finance
Residence	:	Sanjaynagar , Bangalore.
Duly sworn on	:	26/03/2026.

EXAMINATION IN CHIEF BY Complainant Counsel Sri.R.P.H:

I was working as a AGM in the complainant company when the incident was happened. I know the facts of the case. I have been handling this case from October 1998 as I have been directed to recover the dues. The earlier officer of the corporation had attained super-annuation and therefore I have been asked to attend the above case, hence there is change of witness. . I now identify the following documents:

- Sanction communication dated 27-3-1998 is marked as Ex.P.2
- Sanction communication dated 7-12-1998 is marked as Ex.P.3
- Sanction communication dated 26-10-1999 is marked as Ex.P.4

- The hypothecation deed executed by the accused dated 28-3-1998 is marked as Ex.P.5
- The hypothecation deed executed by the accused dated 28-12-1998 is marked as Ex.P.6
- The hypothecation deed executed by the accused dated 30-10-1999 is marked as Ex.P.7
- Safe custody agreement dated 07-06-2001 is marked as Ex.P.8
- Legal notice dated 14.02.2007 is marked as Ex.P.9
- Mahazar dated 09-02-2001 is marked as Ex.P.10

The firm Balaji Dyeing and Printing works have obtained loans from our corporation. The accused before court today is one of the signatory to the hypothecation deed. The names of the other partners are B.R.Suryanarayashetty as Managing partner, B.S.Venkatesh, B.S.Naveen, Mrs. Sundaralakshmi are the partners. The loan was sanctioned by the corporation only for the purpose of setting of dyeing and printing facilities to the firm. In this regard the loan sanctioned communication dated 27-3-1998 - 1st loan of Rs. 100 Lakhs, 2nd loan 100 Lakhs dated 07-12-1998, 3rd loan 80 Lakhs dated 26-10-1999. At the time of the sanction of the loan certain documents were taken as security. Regarding this aspect, there was hypothecation of plant and machinery and guarantee deed as well as loan agreement. I have seen that firm which is located at Marasur village of Anekal Taluk.

In May 2000, when I visited for inspection and recovery, I found that the firm was not working and it was locked. Through the window we could see the machinery's available. On enquiry with the neighbors, that the operation to have been stopped 3-4 months ago. In spite of repeated attempt to contact the firm, the efforts were invain. On 09-02-2001 the primary assets at Anekal Taluk, collateral security at R.V.Road, Bangalore were taken away. After the taken over of the firm, the Managing partner along with one of the partner approached the corporation with the proposal to restart the unit so as to clear the due amount. The corporation had accepted the said request, and in fact handed over the assets to the firm through the safe custody agreement dated 07-06-2001. It has been marked as Ex.P.8.

Again we tried to contact for the purpose of clearing the loan but nobody responded. We also came to know that machinery's were not available in the site. On repeated enquiry, we were informed that the machineries would have been taken for repair due to breakdown. Thereafter, the machineries have not been shown at any point time. In fact the machineries have been hypothecated to the corporation.

As on December 2005 the amount due was Rs. 5.98 Crores. And as on May 2015, the amount is said to be due was Rs. 37.4 Crores. Till now the accused have not come forward to repay the due amount. The machineries have not been shown after the filing of the case. Therefore the accused has to be punished.

Cross Examination: Defense Counsel:

Defense counsel prays time for cross examination of PW2. Cross examination of PW2 is deferred as requested.

(Typed to my dictation in the open Court)

ROI & AC

IV ACJM, Bengaluru