

C. W. No.1 MD Jamil on oath:-

C.C. No. 672/SS/2016

Exh.94/28

Further Cross-exam. by Advocate Mr. Jayesh Kanani for the accused:

55 Question In which year and month for the first time you demanded the copy of agreement dated 26.09.2011 from Gyanprakash Sinha?

Answer I do not remember.

Upon said demand, Gyanprakash Sinha did show me the agreement dated 26.09.2011. Approximately I saw said agreement in 2011-2012.

56 I do not recollect whether the demand notice Exh.110 has been prepared on the basis of said agreement dated 26.09.2011. Gyanprakash Sinha and Ajay Bharatiya jointly instructed for preparation of the demand notice Exh.110. I do not recollect whether at the time of said instructions, I was not present.

57 I did not demand the agreement dated 26.09.2011 for the purpose of preparation of my evidence affidavit. I do not recollect whether I have studied the agreement dated 26.09.2011 for preparation of my evidence affidavit. I have to check whether said agreement dated 26.09.2011 is available in records of the company. The complainant company has not decided to pay the amount to the accused through bank account of Dena bank or Bank of Maharashtra with regard to said agreement dated 26.09.2011. The witness volunteers that said agreement has been rolled over time to time i.e. the period has been extended. The witness volunteers that we have disbursed loan to the accused through Bank of Maharashtra in 2010. I do not recollect whether I inquired either from Ajay Bharatiya or from Gyanprakash Sinha, as to why, the fact of giving of the loan to the accused in 2010, was not mentioned in Exh.110. I do not recollect as to why said fact of advancement of the loan to the accused through the Bank of

Maharashtra in 2010 has not been mentioned in Exh.110. It is true to say that the complainant company has not advanced any loan to the accused pursuant to the agreement dated 26.09.2011.

Question Is it correct that the fact of advancement of the amount pursuant to the agreement dated 26.09.2011 which is mentioned in the demand notice Exh.110 is incorrect ?

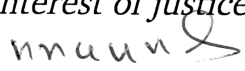
Answer That time the loan was renewed.

It is true to say that it has not been mentioned in the demand notice Exh.110 that the loan was renewed pursuant to the loan agreement dated 26.09.2011. It is true to say that the purpose behind execution of the agreement dated 26.09.2011 was not for advancement of money. The witness volunteers that however it has been renewed from time to time.

58 It is true to say that the complainant company did hold the shares of Glodine Technoserve Ltd in the year 2010. The witness volunteers that it was by way of pledge. It is not true to say that at present I don't have the documents to disclose that the shares of Glodine Technoserve Ltd were pledged with the complainant in 2010. Now, I am shown the list of document Exh.25. Said documents which I have referred to with reference to the shares of Glodine Technoserve Ltd as pledge with the complainant in 2010, have not been enlisted in the list Exh.25. The witness volunteers that those are available with me right now and I can show it.

Ld advocate representing the accused submits that he would require further time for cross-examination. Hence, as per their request and consent of the witness and the learned advocate for the complainant further cross-examination is deferred in the interest of justice.

R.O.A.C.


(V.B. Gulve-Patil)

Date : 02.04.2025

JMFC, 20th Court, Mazgaon, Mumbai.