DEPOSITION OF WITNESS

(Chapter XXIII code of Criminal Procedure)

In the Court of XI Additional Special Judge for CBI Cases

(CBI Cases Relating to Banks and Financial Institutions)

Chennai - 600 001.

Calendar Case	: C.C. No.09/2006
Deposition of witness for	: PW-18
Name of the witness	: Mr. P.Subramanian

Solemnly affirmed in accordance with the provisions of Oaths Act, 1969 (Central Act 44 of 1969) on the 8th day of May 2025.

(A1, A6, A7, A11 present. A3 company rep. by Jitendrakumar Kothari. A4, A15, A16 Charge abated. A14 Died, await death certificate. A12 orally represented as died. Other accused absent. Petition u/s 317 CRPC filed and allowed).

Cross continuation by A1 :

Q : Whether cost of the property is the only criteria for sanction of individual loan under HUDCO NIVAS?

A : There are other criteria also like Registration expenses.

Q : You are now shown Note No.HUDCO/CHRO/NIVAS/Default/2002 dated 13.04.2002 titled as Default in Retail Finance unit. Are your aware of this document?

A : Yes. I am aware of it. The above said Note is marked as **Ex.D4 (1 sheet)** (summoned document as per order passed in CrlMP No.24/2010 in CC No.06/2006).

Q : Is it correct to state that this note contains further directions of A1 to the already issued note dated 05.03.2002?

A : Yes.

Q : Whether printed loan applications for Plot loans of HUDCO NIVAS was freely available in the market during 2001 or it was issued only by HUDCO NIVAS?

A : The loan application was available only in HUDCO NIVAS office.

Q : Please see loan number 2262, 2263 and 2264 marked as Ex.D11 (in CC No.11/2006) pertaining to Winvilla Estates. Is it correct to state whether these applications were received on 24.12.2001?

A : Yes. It is correct.

Q : Have you stated in your confession statement to the Hon'ble Magistrate dated 06.07.2005 (LD73 in CC No.06/2006) that Arulkumar was out of country on 22.12.2001?

A : Yes.

Q : Now you are shown the employment verification forms along with the first batch of loan sanctioned pertaining to 2262, 2263 and 2264 forming part of additional document No.5 of CrlMP No.1239/2011 in CC No.06/2006. Is it correct to state that the said verification forms are dated 22.12.2001?

A : Yes.

Q : Are these employment verification forms part of supporting documents of the above loan applications namely 2262, 2263 and 2264?

A : Yes, they are part of loan application documents.

Q : Is it correct to state that as per HUDCO NIVAS manual the employment verification has to be done by sending the communication directly to the employee concerned by registered post?

A : I have to refer to the manual.

Q : Is it correct to state that in the case of loan applications No.2262, 2263 and 2264, the employment verification forms were submitted along with the loan applications and received on 24.12.2001?

A : Yes. The above said 3 loan application forms and employment verification are marked as **Ex.D5 (3 sheets) (**in CC No.06/2006. Summoned as additional document No.V in CrlMP No.1239/2011 in CC No.06/2006).

Q : Please see whether in this employment verification form itself it is mentioned that the verification has to be done by direct communication to the employee concern by RPAD?

A : Yes. It is correct.

Q : Do you accept now that it was not done in respect of the said three loan applications?

A : Since these applications were received by some other officer, I cannot comment on the same.

Q : Now you are shown Ex.D11 in CC No.11/2006 pertaining to loan application No.2263. Is it correct to state that stamp paper for this agreement was purchased on 28.12.2001 and the agreement was executed later on 31.12.2001?

A : Yes. It is correct.

Q : Is it correct to state that the sale agreement was not even in existence when the loan application was received on 24.12.2001?

A : It was not submitted at the time of submission of loan application. Further, the officer who received it is different person hence, I cannot comment on the same.

Q : Is it correct to state that from the documents shown to you that without satisfaction of outstanding compliances, like employment verification etc., the loans were disbursed by HUDCO NIVAS?

A : The loan disbursement was made on 07.02.2002.

Q : Do you accept that the then Regional Chief, A1 resorted to only written communications and instructions as evidenced by the documents now shown to you in the court?

A : Written directions were given only occasionally.

Q : Now please see LD29 dated 19.09.2002 in CC No.10/2006. Is it correct to state that the Southern zonal office inspected Chennai NIVAS office on 14.08.2002, 16.08.2002 and 19.08.2002 for auditing?

A : Yes.

Q : You are now shown Ex.D9 in CC No.11/2006 being additional document No.1 in CrlMP No.24/2010 in CC No.06/2006. Whether any loans were sanctioned after 07.08.2002?

A : No. No loans were sanctioned after 07.08.2002.

Q : As per HUDCO NIVAS guidelines, layouts approved by DTCP is being considered for the developer of the layout as reputed developer. Is it correct?

A : Yes. It is one of the criteria.

Q : Do you remember that in your statement to the CBI, you have stated that Sindu Developer is a reputed builder as per HUDCO NIVAS guidelines?

A : I don't remember.

Q : During the relevant case period at that time, have you ever brought to the notice of the Head office about the so called irregularities in Plot loan cases?

A : Directly I have not done anything.

Q : Whether you have been arrested by the CBI and released by the CBI itself immediately on bail?

A : Yes.

I deny the suggestion that I am evasive in my answers and plead that I have to refer my earlier statements given to police and Magistrate. I deny the suggestion that I am giving new facts knowing fully well that such new facts being oral can never be verified with the documents available in this case. I deny the suggestion that myself, Muralidharan, Branch Manager and Sundarrajan were putting unnecessary obstacles in clearing Plot loan cases which necessitated A1 to give in his own handwriting a note instruction in the note dated 05.03.2002. I deny the suggestion that myself and Muralidharan only drafted the joint note dated 05.03.2002 voluntarily in which A1 in his handwriting gave clear further written instructions. I am not aware whether HUDCO made only profits in these entire loan transactions. I cannot comment to the suggestion that A1 used his discretion in the best business interest for making profit in Plot loan cases for HUDCO.

Taken down before me in the open court read over to the witness and acknowledged by him/her to be correct.

VADIVELU T P

Digitally signed by VADIVELU T P

08.05.2025 XI Additional Special Judge for CBI Cases.