IN THE COURT OF THE VI ADDL. CHIEF JUDICIAL MAGISTRATE, HYDERABAD

PRESENT: Smt.P.Chandana
VI Addl. Chief Judicial Magistrate,
Hyderabad.
Tuesday, this the 2nd day of December, 2025

C.C.No.96 of 2015

BETWEEN:

The State through the Inspector of Police,
P.S. EOW, CID, Hyderabad. (Crime No.10/2011) …Complainant

And

A1.Vuppula Dasarath Netha S/o. Late V.Sanjanna, Age 57 years
Occ:Sweet House business & Shambavi Enterpreises,
R/o. H.No.8-4-549/38/1, Nethaji Nagar, Erragadda
Hyderabad. Presently Staying at H.No. 13-6-458/4,
Gayathri Nagar, Guddimalkapur, Mehdipatnam, Hyderabad.

A2.Vuppala Laxmi Bai @ Laxmi Devi @ Laxmi W/o.Dasarath Netha
Age 50 years, Occ:House hold R/o. H.No. 8-4-549/38/1, Nethaji Nagar, Erragadda, Hyderabad. Presently Staying at H.No. 13-6-458/4,
Gayathri Nagar, Guddimalkapur, Mehdipatnam, Hyderabad.

A3.Saranga Narender S/o. Late Ramulu, Age 40 years,
Occ:Business, R/o. H.No. 4-4-24, Nacharam, Kapra,
ECIL, Secunderabad. **(absconding)**

…A1 and A2

This case is coming before me today for final hearing in the presence of Learned Assistant Public Prosecutor for the State and of Sri.G.Raja Reddy, Sri.Md.Tazoddin and associates, learned Advocates for A1 and A2 and having been heard and having stood over for consideration till this day, this court made the following:-

:: J U D G M E N T ::

The Inspector of Police, P.S. EOW, CID, Hyderabad has filed charge sheet against A1 and A2 in Crime No. 10/2011 for the offences punishable under Sections 420, 468 and 471 read with 120-B of Indian Penal Code (for short 'IPC').

2. The brief facts of the prosecution case are that:-

The case of the prosecution is that PW1 lodged a complaint before the Police, CID, Hyderabad by stating that originally the house bearing No. 5-94, flat No. 94, in survey No. 273, 274, 275 and 277 part to an extent of 300 Sq. Yards situated at Sri Sai Rama Chandranaik Nagar, Jeedimetla, Qutubullapur municipality limits, R.R. District comprising of ground floor with two portions with built up area 955 Sq. ft. (herein after referred as subject property) is originally belonged to Sri.R.Chitanandnaik and others, from him one C.Saradadevi purchased the subject property vide registered sale deed document No. 2888 of 1989, dt. 24-04-1989 of SRO Medchal, R.R. District. Thereafter she sold out the subject property to one S.Rahul vide Sale Deed document No. 14386 of 2005, dt.27-10-2005 of same SRO, later the A2 purchased the subject property from S.Rahul vide document No. 24634 of 2006, dt.30-11-2006 wherein A1 attested as witness.

3. In the year 2007 A1 and his wife A2 and his brother-in-law A3 hatched a plan to gain wrongfully by obtaining the housing loan from various banks over the subject property, in pursuance of their criminal intention in a fraudulent manner, created a false document of Registered Agreement of sale cum General Power of Attorney in the name of A3 vide document number 3504 of 2007 dt.15-02-2007 by impersonating the photographs of Smt.C.Saradadevi by affixing the photograph of one Dhanalaxmi in the place of Saradadevi and forged the signatures of Saradadevi, A1 played an active role in creating the said fake document and paid Rs.2,000/- as stamp duty on the said document at SRO Medchal.

4. In pursuance of their criminal intention to gain wrongfully, A1 and A2 has submitted the Agreement of sale of the subject property to the Stae Bank of Hyderabad, Air Cargo Begumpet (now Shamshabad) branch by obtaining house loan of Rs.20.70 Lakhs, A3 executed a sale deed of the said house in favour of A1 for the total consideration of Rs.23,75,000/- and the advance of Rs.2,75,000/-has been already taken from A1 along with copy of agreement of sale cum General Power of Attorney of A3 said to be executed by the original house owner C.Saradadevi.

5. In furtherance of their criminal intention, A1 and A2 filled the joint application form and applied for sanction of housing loan of Rs. 21 lakhs with request to sanction the same and paid to A3 for the purchase of the subject property which was already existing in the name of A2 since 2006. They were already holding original sale deed document No. 24634/2006 of the subject property, on the consideration of the request of A1 and A2, the State Bank of Hyderabad authorities sanctioned loan of Rs.20.70 Lakhs on 23-07-2007 and issued a cheque bearing No. 106447, dt.28-07-2007 in the name of A3 upon which A3 executed the registered sale deed of the subject property in the name of A1 vide document No. 13355 of 2007, dt.30-07-2007 for the sale consideration of Rs.23,75,000/- at SRO Medchal, A1 paid the stamp duty of Rs.11,875/-. Thereafter A1 took the original sale deed from the SRO Medchal, got xeroxed them in colour, laminated them and again got them in colour xerox for the purpose of appearing as original documents and A1 submitted the same to the bank authorities ie., State Bank of Hyderabad, Begumpet and also executed mortgage deed in favour of the bank at SRO Medchal vide document No.16001 of 2007, dt.02-08-2007. After paying one lakh to the bank as installment of housing loan, they turned out to be defaulters.

6. A1 and A2 submitted the colour xerox copies of the subject property and obtained huge housing loans from several banks, cases were registered against the accused persons in Cr.No. 1430/2009 of KPHB P.S., Cr.No. 1087 of 2009 of Panjagutta P.S. etc., in and around the GHMC limits.

7. As per the internal report of State Bank of Mysore authorities, Kukatpally branch and the vigilance report of Canara Bank, Kundanbagh branch, A1 and A2 took huge loans to the extent of Rs. 2 Crores approximately from various banks by submitting the subject property documents and turned as defaulters. As per the internal investigation report of the State Bank of Hyderabad, Region-III, Secunderabad there were seven to eight sale transactions were held prior to the mortgage created by the accused with the complainant bank, A1 with the active collusion with his wife A2 and brother-in-law A3 indulged in all the sales registration of a single subject property, availed loans from various banks. As such there will only one genuine title deed for all the multiple sales registration of the single subject property, whoever have the documents mortgaged for the first transaction will be entitled to enforce the mortgage. Thereby the A1 to A3 successfully cheated the bank by creating the multiple documents of one single subject property.

8. Further A2 with the support of A1 and A3 knowingly sold out the subject property which is existing on her name since 2006 in favour of private partnership financiers G.Ravinder Reddy, Sri.G.Sekhar Rao, Sri. Deendayal Reddy and Sri.M.Niranjan Reddy of Durgabai Deshmukh Colony vide document No. 1775 of 2009, dt.12-03-2009 at SRO, Quthbullahpur for sale consideration of Rs.10,98,000/- by attesting the signature of A1 in the witness column. The impersonating person Smt.A.Dhanalaxmi was expired on 16-09-2008. Therefore the case was abated against her.

9. From the certified copies of ECs of the subject property for the period from 01-01-1983 to till 01-08-2009 there are several transactions took place, on enquiry with the SRO Medchal, SRO Quthbullahpur it is revealed that ECs sections reflecting only couple of transactions pertaining to the subject property and all other transactions may not reflect the transactions in case of slight changes in boundaries or letters of the property address, no book is being maintained for taking the witness signatures by the staff of SRO office, no ID proof is being checked at the time of registration for the witnesses. As such A1 took the advantage of the system and got registered the subject property several

times in several SRO's and cheated the banks, financiers by depositing the fabricated documents.

10. On 01-10-2007, SRO Quthbullahpur got separated from SRO Medchal, there was no correlation mechanism between the SROs offices. Accused took the advantage of the same and got registered the same lands several times. In the above way A1 to A3 with the criminal intention to siphon off and swallow the funds of the banks by obtaining housing loans on the name of subject property, created a fake document of Registered Agreement of sale cum General Power of Attorney, impersonated Smt.C.Saradadei by affixing photograph of one Smt.Dhanalaxmi, forged the signature of Smt.C.Saradadevi and used it as genuine document knowing them to be false and obtained huge amounts of loans from various banks and siphoned off the funds of the banks.

11. Basing on the police report filed by PW1, PW13 has registered the case, PW15 took up investigation, examined all the witnesses except PW10, recorded their statements, collected relevant document, collected the standard signatures and hand writings of accused persons, forwarded the material objects to FSL, later received report from FSL and on his transfer the case CD file was handed over to PW16 who examined

and recorded the statement of PW10 and after verifying the investigation done by PW15, PW16 has filed charge sheet in the present case.

12. The case was taken on file for the offences punishable under Sections 420, 468 and 471 of IPC r/w 120-B of IPC., against A1 and A2. On appearance of A1 and A2, copies of documents were furnished to them under Section 207 Cr.P.C.

13. A1 and A2 were examined U/s.239 Criminal Procedure Code, 1973, charge was framed for the offences u/secs. 420, 468 and 471 of IPC r/w 120-B of IPC, read over and explained to them in their vernacular language for which they pleaded not guilty and claimed to be tried.

14. During the course of trial, prosecution has examined PW1 to PW16 and got marked Exs.P1 to P81. The evidence of LW6/G.Srinivas/ panch witness for confession cum seizure panchanama of the A1 was given up by the learned APP as PW3/ another panch witness was examined. Prosecution side evidence is closed.

15. After closure of the prosecution side evidence, A1 and A2 were examined under section 313 Cr.P.C. by reading over and explaining the

incriminating material found against them in the prosecution evidence to which they denied the same and reported no defence evidence. Hence, the defence evidence closed.

16. Heard the arguments of the learned incharge Additional Public Prosecutor and the defence counsel. Written arguments submitted by the learned Additional Public Prosecutor and by the learned counsel for the A1 and A2.

17. Now the point for consideration is

> Whether the prosecution is able to establish the guilt of A1 and A2 for the charged offence under Sections 420, 468 and 471 of IPC r/w 120-B of IPC, beyond all reasonable doubt?

18. Point:-

To prove the case of the prosecution, To prove the guilt of A1 and A2 the prosecution examined PW1 to PW16 and got marked Ex.P1 to Ex.P81. The evidence of LW6/G.Srinivas/ panch witness for confession cum seizure panchanama of the A1 was given up by the learned APP as PW3/ another panch witness was examined. PW1 is the defacto complainant and Asst. General Manager, State Bank of Hyderabad, Region -III, Zonal office, Secunderabad. PW2 is the Chief Manager

Advances, State Bank of Hyderabad, Region-III, Zonal office, who conducted the investigation on the fraud committed by the accused and submitted his report. PW3 is the Branch Manager of the State Bank of Hyderabad, Cargo branch, Shamshabad. He is also a panch witness for confession cum seizure panchanama of accused No.1. PW4 is the Branch Manager, State Bank of Mysore, Kukatpally branch, PW5 is the Branch Manager, Canara Bank, Kundanbagh branch, PW6 is the Sub-Registrar Quthbullahpur, PW7 is the Joint Sub-Registrar R.R. District, PW8 is one of the purchaser of the Subject property vide document No. 1775/2009, dt. 12-3-2009 and handed over the original document number 24634/2006, dt. 30-11-2006 to PW13, PW9 is Sub-Registrar, Medchal, PW10 is the Panal Advocate of the State Bank of Hyderabad, Cargo branch, PW11 is the first purchaser of the subject property who purchased the same from original owner R.Chitanand Naik and others vide registered Sale Deed document number 2888/1989, dt.24-04-1989, SRO Medchal, also shows the person who impersonated PW11 ie., one Dhanalaxmi in Registered Agreement of sale cum General Power of Attorney vide document number 3504/2007, dt.15-02-2007 in favour of A3. PW12 is the scientific officer of FSL who examined the signatures of A1 and A2 and issued opinion. PW13 is the investigating officer who received the complaint through memo and issued FIR, PW14 is the second purchaser of the subject property who purchased the same from PW11 vide registered sale deed document number 14386/2005. PW15 is the second investigation officer who carried out almost all the entire investigation and PW16 is the investigation officer who examined PW10 and filed charge sheet.

19. For better understanding the following points are framed to determine the points for consideration.

a)Whether A1 and A2 with fraudulent and dishonest intention induced the officials of State Bank of Hyderabad, Cargo Branch and R.A.C.P.C. to sanction the housing loan of Rs. 20.70 Lakhs, A1 and A2 by concealing the prior mortgage charges of the various banks or officials over the subject property, committed the default in payment of loan installments, whether with such dishonest or fraudulent intention of A1 and A2 sold the subject property to PW8 and his partners on 12-03-2009 vide registered Agreement of sale cum General Power of Attorney with possession vide document bearing No.1775/2009, A1 submitted the said document while mortgage charge of subject property is lying with State Bank of Hyderabad, Cargo branch?

b)whether A1 and A2 committed forgery by impersonation of PW11 by one person by name Dhanalaxmi, by affixing the photograph of one Dhanalaxmi as Smt.C.Sarada Devi, forging or causing forgery of signature of PW11, by creating the alleged fake documents ie., Registered Agreement of Sale cum General Power of Attorney bearing document No. 3504/2007, dt.15-02-2007 for obtaining the housing loan of Rs.20.70 Lakhs from State Bank of Hyderabad, Cargo branch?

c)Whether A1 and A2 with dishonest or fraudulent intention used or produced the above mentioned document in State Bank of Hyderabad, Cargo branch and R.A.C.P.C. as genuine document knowingly fully well that the said document is the forged document for the purpose of obtaining housing loan?

d)Whether A1 and A2 agreed together implicitly or explicitly agreed with an intention to obtain the housing loan on the subject property from the Cargo branch, which was already mortgaged to Canara Bank, Kundanbagh branch for wrongful gain and to cause wrongful loss to the Sate Bank of Hyderabad, Air Cargo branch, Shamshabad?

20. Prosecution adduced oral evidence as well as documentary evidence. Coming to the evidence of PW1 who is the defacto complainant and the then Asst. General Manager, State Bank of Hyderabad, Region-III, Zonal Office, Secunderabad. Through PW1 the prosecution got marked Ex.P1 to Ex.P18 documents. PW1 deposed before the court that from October, 2010 to January 2012 he worked as Asst. General Manager, State Bank of Hyderabad, Region-III, Zonal Office, Secunderabad. PW2 was Chief Manager, Advances State Bank of Hyderabad, PW3 was Branch Manager, State Bank of Hyderabad, AIR Cargo branch, Shamshabad.

21. PW1 deposed before the court that in the year 2007, on 02-07-2007, A1 and A2 of this case were granted housing loan as they filed application for sanction of the loan in Loan Mahoustav. The whole process was done by R.A.C.P.C. Loan was sanctioned to the tune of 20.70 Lakhs, which was released by AIR Cargo branch, Secunderabad against equitable mortgage of the subject property situated at Jeedimetla. Till 2009 there was irregular payment of installments, as per Reserve Bank of India norms, the said loan account was treated as Non performing asset on 31-03-2009. As per SARFAESI Act demand notice was issued to the A1 and A2 on 05-07-2007, possession notice was

issued on 05-09-2007, Symbolic possession was taken by pasting the possession notice on the subject property. At that time they came to know some other banks already pasted their notices on the subject property ie., State Bank of Mysore and Canara Bank. They talked to the said officials regarding the subject property and they received a letter from Canara Bank, stating that already loan was obtained by A1 and A2 on the same property. Later they applied for fresh Encumbrance Certificate (EC), came to know that there were prior charges and transactions over the said property. After obtaining the legal opinion from their legal advisor they were advised that above said mortgage is not enforceable as the document submitted by A1 and A2 are fake. A1 and A2 committed fraud and cheating against the bank, the matter was referred to their Law department, Vigilance Department, Chief Manager ie., PW2 who conducted investigation and submitted his report, basing on which PW1 lodged report before the police.

22. Coming to the evidence of PW2 he corroborated the evidence of PW1 with regard to the granting of housing loan to A1 and A2 on 02-07-2007 and the processing of the loan by R.A.C.P.C., to the tune of Rs.20.70 Lakhs, release of loan by AIR Cargo branch, Shamshabad against equitable mortgage or the subject property, irregular payment of

installments, treating as Non performing asset on 31-03-2009, issuance of demand notice to the borrower, serving of possession notice, taking of symbolic possession of the subject property by pasting of possession notice, while so coming to know about the already pasted notices of some other banks such as State Bank of Mysore, Canara Bank. Contacting with the officials of the said banks. PW2 also corroborated the PW1 with regard to the fresh ECs, coming to know about the prior charges and transactions over the subject property, obtaining the legal opinion from the legal advisor, fake documents submitted by A1 and A2, thereby A1 and A2 committed fraud and cheating, referring the matter to the Law Department, Vigilance Department and conducting of investigation by PW2. PW2 further deposed that Ex.P2 is his report.

23. Coming to the evidence of PW3 who was the then Branch Manager of State Bank of Hyderabad, Cargo Branch, Shamshabad, he deposed before the court that A1 and A2 are the husband and wife, they took housing loan of Rs.20.70 Lakhs sanctioned through R.A.C.P.C., for the subject property, they did not pay installments regularly except for one lakh rupees, they declared the account as Non Performing Asset on 31-03-2009, they sent two demand notices under SARFASEI Act, possession notice also issued, publication in the Deccan Chronicle and Andhra

Bhoomi Newspapers. When they went to the subject property, for pasting the possession notice, they observed that already State Bank of Mysore and Canara Bank have affixed their possession notices to the subject property. Then he gave complaint to the Controller. Later complaint was lodged by PW1.

24. PW3 further deposed that on 15-10-2011, he along with one G.Srinivas were called by CID Police, they attended the proceedings of confession of A1, A1 confessed regarding the offence committed by him and confessed that he created the colour xerox of a sale deed,obtained loans from various banks, created other documents by showing different sellers, he created many fake transactions. PW3 further deposed that police have seized xerox copy of sale deed document No. 6480/2007, Xerox copy of sale deed document number 800/2008 and one PAN card from A1. PW3 admitted that documents shown to him are the same documents seized under Ex.P19.

25. On careful scrutiny of the evidence of PW1 to PW3, it is corroborating with each other evidence and PW1 evidence and also corroborating the contents of Ex.P1/police report.

26. The documentary evidence adduced by the prosecution through PW1 to PW3 are Ex.P1 to Ex.P19. Ex.P1 is the police report filed by the PW1 to the Additional Deputy General of Police, CID, Hyderabad stating that A1 and A2 committed fraud on the State Bank of Hyderabad, Cargo branch, Shamshabad by obtaining housing loan of Rs.20.70 Lakhs by producing the fake documents and committed default in payment of installments, prior to the mortgaged charge with the complainant bank, A1 and A2 created created prior charges of mortgage with other banks such as State Bank of Mysore, Kukatpally branch in the year 2003 wherein loan availed by the A1 and A2. In Canara Bank, Kundanbagh branch, Begumpet subject property was already mortgaged to those banks. The detection of the fraud is on 26-05-2010. Ex.P1 further shows that they came to know about the fraud while the Manager of State Bank of Hyderabad, Cargo branch went to the paste the possession notice of the subject property on 05-09-2009, Encumbrance Certificates reveals that eight sale transactions prior to the document mortgaged with the State Bank of Hyderabad, Air Cargo branch and four sale transactions after the documents mortgaged to the said branch.

27. Ex.P2 is the investigation report submitted by the PW2 on the fraud allegedly committed by the A1 and A2. On careful perusal of the Ex.P2,

it shows that A1 and A2 availed housing loan from State Bank of Hyderabad, Air Cargo branch, in the year 2007 of Rs.20.70 Lakhs on the subject property, in State Bank of Indian Home Loan Mahotsav, sanctioned by R.A.C.P.C. on 02-07-2007 and loan was maintained by R.A.C.P.C., Hyderabad, after scrutiny by R.A.C.P.C. of the relevant documents along with loan application, sanction letter, title deeds of the property etc., are being held with R.A.C.P.C., housing loan was tagged to Cargo branch, Shamshabad. Prior sanction inspection was done on 25-06-2007, legal opinion dt.14-06-2007 obtained from one S.Vasudev, Penal Advocate/ examined as PW10.

28. Ex.P2 further shows that registered sale deed number 13355/2007, dt.30-07-2007, Registered Agreement of Sale cum General Power of Attorney, document bearing No. 3504/2007, dt.15-02-2007, registered sale deed document number 2888/1989, dt.24-04-1989 and sanction plan were deposited for the loan. Letter of memorandum of deposit of title deeds have mortgaged was registered with SRO Medchal on 02-08-2007. A1 and A2 paid only rupees one lakh and became defaulters of loan. While taking the process of law under SARFASEI Act, the Branch got suspicion and applied for fresh Encumbrance Certificates on 07-08-2009 at SRO Medchal and SRO Quthbullahpur which revealed there are

eight sale transactions prior and four sale transactions after the mortgage of the subject property with the State Bank of Hyderabad, Air Cargo branch. Then the issue was referred to R.A.C.P.C. on 19-08-2009 to seek the genuiness of the sale transactions registered in the title deed, they referred the matter to PW10 and Sri.V.Raghu, penal advocates, issued legal opinion dt. 25-01-2010 and 06-02-2010, thereafter referred to Law department for expert opinion.

29. Ex.P2 further shows that the Law department opinion vide their letter number Law.S-I/214, dt.21-05-2010 stating that there were several sale transactions prior to the mortgage created by the A1 with the State Bank of Hyderabad, Air Cargo Branch is not enforceable. There are subsequent sales for the mortgage, A1 in collusion with one Smt.C.Sarada Devi and one Narender indulged in all the sale registrations for the single property and availed loans from various banks, A1 and A2 availed loan from Bharath Nagar branch, Shapurnagar branch, adopted similar fraudulent methods and they also cheated State Bank of Mysore, Kukatpally branch and Canara Bank, Kundanbagh branch. Law department suggested the matter to Vigilance department and suggested to lodge complaint with police authorities.

30. Ex.P2 further shows that the branch officials met with officials of Canara Bank, Kundanbagh branch and State Bank of Mysore, Kukatpally branch to ascertain the facts. Ex.P2 further shows that all the procedures are followed by R.A.C.P.C. and at the branch level, the fraudsters have fraudulently cheated the banks by taking the advantage of bifurcation of the SRO Medchal and SRO Quthbullahpur and created multiple documents by several registrations, Encumbrance Certificates did not reveal factual possession.

31. Ex.P3 though it is mentioned as loan application form of the accused, which is marked through Ex.P5, but actually EX.P3 is account opening form of A1 of Air Cargo branch, State Bank of Hyderabad, dt.27-02-2007. Therefore, EX.P3 is considered as account opening form as it was marked and signed by the then Presiding Officers. Ex.P3 was forwarded for scientific expert opinion.

32. Ex.P4 is the extract of housing loan details wherein it shows that A1 and A2 availed housing loan of Rs.20.70 Lakhs vide account No. 62036461573 as jointly credited on 28-07-2007. EX.P5 is the application form for housing loan submitted by A1 and A2 on 27-02-2007 to Air Cargo branch which shows that A1 and A2 mentioned the subject

property details in Coloumn No. 6 as the property intended to avail the loan. Ex.P5 is also forwarded to scientific expert. Ex.P6 is the arrangement letter of housing loan issued by the Cargo branch, dt.23-07-2007 in respect of the subject property to the A1 and A2 for loan of Rs.20.70 lakhs. Ex.P6 is also forwarded to the scientific officer. Ex.P7 is memorandum of loan agreement for housing loan, dt. 23-07-2007 submitted to Cargo branch by A1 and A2 in respect of the subject property undertaking to pay installments of housing loan. Ex.P7 was also forwarded to scientific expert opinion.

33. Ex.P8 is memorandum of mortgage executed by A1 and A2 in favour of the Cargo branch on 23-07-2007 in respect of the subject property by mentioning the details of the subject property. It also contains the undertaking that to disclose any credit facility availed already by them to the Cargo branch.

34. Ex.P9 is the true copy of the confirmation of the receipt of the cheque amount vide cheque bearing No. 106447, dt. 28-07-2007 by A3, from Assistant General Manager, State Bank of Hyderabad. Ex.P10 is the extract statement of the joint account of A1 and A2 from 23-07-2007 to 27-04-2011 is showing the amount of Rs.20.70 lakhs was disbursed to

A1 and A2 on 28-07-2007. Ex.P11 and Ex.P12 are the true copies of the demand notices dt.28-06-2009 and 05-07-2009 which are showing that Cargo branch issued demand notices to the A1 and A2 by mentioning the outstanding loan amount inclusive of interest stating that A1 and A2 have became defaulters in payment of installments, as such in view of the mortgage created by A1 and A2 over the property mentioned in Sec. “C” which is subject property, the bank declared it as NPA and demanding the A1 and A2 to repay the liabilities.

35. Ex.P13 is the attested copy of the publication issued by Cargo branch on 11-09-2009 to the A1 and A2 informing them that they committed default of the housing loan installments and they should not indulge in any further transactions of the subject property.

36. Ex.P14 is the true copy of the letter of Canara Bank, Kundanbagh branch sent to Manager Cargo branch, State Bank of Hyderabad wherein it was informed to the Cargo branch that A1 has availed housing loan with Canara Bank against the subject property. Ex.P15 is true copy of opinion of V.Raghu, penal advocate, dt. 25-01-2010 submitted to the Cargo branch. Ex.P15 shows that the mortgage created by A1 with Cargo branch is not valid and cannot be enforceable in the course of law, since

there are transactions for the year 2004 and 2006 in respect of the subject property prior in time even subsequent to the creation of mortgage with Cargo branch. The party is indulged in fraudulent activities, A1 has no valid title on the subject property on the date of the execution of mortgage on 02-08-2007 in favour of State Bank of Hyderabad, Cargo branch.

37. Ex.P16 is the true copy of Encumbrance certificate dt.23-01-2010, reflecting the the transactions of sale deed vide document number 8240/2007, dt.03-05-2007 wherein claimant is A1, executants are Smt.C.Sarada Devi represented by A3. So also the sale transaction of document number 13355 of 2007 claimant is A1 and executant is Smt.C.Sarada devi, represented by A3, dt.30-07-2007 over the subject property (SRO Medchal). Ex.P17 is also true copy of Encumbrance certificate dt. 07-08-2009, Which shows the transactions of document number 13355/2007 , dt.30-07-2007 wherein claimant is A1 and executant is C.Sarada Devi and mortgage transactions of A1 and A2 of document number 16001/2007 wherein mortgagee is branch manager, State Bank of Hyderabad represented by TSD Koteswara Rao, dt. 18-09-2007. Ex.P18 is also true copy of Encumbrance certificate statement dt.12-08-2009 which is showing the sale transactions of document

numner 800/2008 (SRO Quthbullahpur) dt.22-01-2008 wherein claimant is Chikka Chandra Shekar, executants is Smt.C.Sarada Devi through A3 as GPA holder. Further Ex.P18 shows that the sale transaction of the document number 2233/2008, dt. 20-02-2008 claimant is one Vandana Agarwal and executant is A1. Ex.P16 to Ex.P18 are showing transaction details over the subject property and there is no difference in the description of the subject property.

38. Ex.P19 is the confessional statement of the A1 wherein PW3 is one of the panch witness for the same along with one G.Srinivas to prove the seizure of the Xerox copy of sale deed document number 6480/2007, dt.24-04-2007, Xerox copy of sale deed document number 800/2008, dt.22-01-2008 and PAN card No. AGYPD4125 K from the possession of A1. Prosecution relied upon PW3. PW3 clearly deposed that he participated in the confessional proceedings of the A1, wherein CID police seized the above mentioned documents. PW3 admitted that the above mentioned documents were seized from the possession of the accused. The confession of A1 in this case lead to the seizure of above mentioned documents which is deposed by PW3. Therefore, Ex.P19 proceedings is taken into consideration.

39. To prove that the accused persons also created charge of mortgage in State Bank of Mysore Kukatpally branch, the prosecution relied upon PW4. Coming to the evidence of PW4 who is the then branch Manager of State Bank of Mysore Kukatpally branch, he deposed before the court that he knows both the accused he can identify them, they are present in the dock, they are their borrowers. In the year 2007 the accused applied for APML loan (All-Purpose Mortgage Loan) during the tenure of his predecessor Madanmohan. Loan amount of Rs. 10 lakhs was granted on 14-07-2007, the bank has obtained all the required documents for sanctioning of the loan. Both the accused mortgaged the subject property, subsequently they defaulted the loan. PW4 further deposed that they issued legal notice under SARFAESI Act.,, came to know that the accused have obtained other loans on the subject property from India Bulls, subsequently they did not repay the loan amount, PW4 lodged the report before the KPHB police later he came to know that the accused obtained loan from Canara Bank, Kundanbagh branch and State Bank of Hyderabad Begumpet Airport branch.

40. Coming to the evidence of PW5, the prosecution relied upon PW5 to prove that the accused persons availed the housing loan of Rs.20 Lakhs from Canara Bank, Kundanbagh branch by creating the same subject

property mortgage charge to the said branch. PW5 deposed before the court that he worked as Branch Manager, Canara Bank, Kundanbagh branch. In the year 2006 A1 obtained housing loan for Rs.20 Lakhs , one Chinna Ramulu stood as Guarantor, A1 mortgaged the subject property. A1 has repaid around 4 lakhs, later the cheques issued by A1 were dishonored for want of funds, the bank issued demand notice under SARFAESI Act, took possession of the property. Later they came to know that A1 mortgaged the same property in other banks ie., State Bank of Mysore, SBH etc.

41. PW5 further deposed that during the course of investigation police have collected the documents pertaining to the housing loan transactions of the A1. Through PW5, Ex.P20 to Ex.P29 were marked in favour of the prosecution. On careful perusal of Ex.P20 which the attested copy of loan application submitted by A1 to the Canara Bank, wherein one Chinna Ramulu stood as guarantor over the subject property on 31-10-2006. Ex.P21 is the attested promissory note signed by A1, dt.30-01-2007 promising to pay Rs. 20 Lakhs to the Canara Bank, Kundanbagh branch. Ex.P22 is the attested copy of housing loan agreement dt.31-01-2007 of A1 in favour of Canara Bank, Kundanbagh branch for Rs. 20

Lkhs in respect of the subject property. Ex.P23 is the attested copy of guaranteed agreement executed by guarantor one Chinna Ramulu for A1.

42. Ex.P24 is the attested copy of take delivery letter to payment promissory note dt. 31-01-2007 submitted by A1 to the Canara Bank, Kundanbagh branch for Rs.20 lakhs. Ex.P25 is the attested copy of sale deed document bearing number 2218/2007, dt.02-01-2007, wherein it showing that C.Sarada Devi executed sale deed in favour of A1 in respect of the subject property. It further shows that A1 has paid Rs.20 lakhs by way of cheque bearing number 092463, dt.31-01-2007 approved by Canara Bank, Kundanbagh branch which shows that A1 availed loan of Rs.20 lakhs in the name of purchasing the subject property. Ex.P26 is the attested copy of letter evidencing the depositing of title deeds by A1 in favour of Canara Bank, Kundanbagh branch in view of the loan availed by the A1. Ex.P27 is the attested copy of the sanction letter dt.31-01-2007 issued by Canara Bank, Kundanbagh branch in favour of A1 for Rs.20 lakhs. Wherein security showing was subject property. Ex.P28 is the attested copy of sanction memorandum dt.12-01-2007 which shows that the amount of Rs.20 lakhs for the purpose of subject property of the A1 was sanctioned to A1. Ex.P29 is the internal Vigilance report

submitted to the Inspector of Police EOW, CID along with covering letter dt. 29-01-2013 by Canara Bank, Kundanbagh branch.

43. Ex.P29 shows that on 31-10-2006 A1 submitted application for housing loan to purchase 18 years old house for the sale consideration of Rs. 29 lakhs after obtaining the documentation on 31-01-2007 for loan of Rs.20 lakhs DD was issued for the said amount in favour of Smt.C.Sarada Devi/Vendor. Sale deed was purportedly executed on 2-1-2007, DD No. 924263, DD was handed over to A1 who encashed through his savings account in Dena Bank, Sanathnagar branch, the Manager verified with the Dena bank Sanath nagar branch, its Manager informed that A1 also defaulted their bank by submitting fictitious documents availed housing loan in the year 2004 for which proceedings under SARFAESI Act are pending, due to the counter claim from Fedaral bank. As per the information available with them, A1 committed housing loan frauds in the Federal bank, OBC, Dena Bank two branches, Indian Bank, Begumpet, SBM, Kukatpally, SBH, Shapoor Nagar, SBH, Ari Cargo branch, Bank of Baroda, State Bank of Patiala. The total amount involved is Rs. 8 to 9 Crores. One Chinna Ramulu stood as guarantor in more than 50 loans at various banks. DD amount was credited to the account of A1.

44. From the evidence of PW4 and PW5, it can be seen that A1 obtained loan for the amount of Rs. 10 lakhs by mortgaging the subject property on 24-07-2007 in State Bank of Mysore and there after committed default, on coming to know about the mortgage charge of the subject property, in India Bulls, they lodged police report in KPHB. From the evidence of PW5 coupled with Ex.P20 to Ex.P29, it is evident that A1 also obtained housing loan of Rs. 20 lakhs in the year 2006 by submitting the application and mortgaged the subject property to the Canara Bank, Kundanbagh branch and committed default in payment of loan installments. The Manager Canara Bank conducted internal investigation and found that the A1 committed frauds in various banks by mortgaging the single subject property. In the present case, the A1 and A2 jointly obtained loan of Rs.20.70 lakhs on 28-07-2007 from the Air Cargo branch, whereas the A1 already obtained the housing loan of Rs. 20 lakhs by mortgaging the subject property in the Canara Bank, Kundanbagh branch on 31-01-2007 which is evident from the Ex.P20 to Ex.P29, which indicates that A1 has already created charge over the subject property to the Canara Bank, Kundanbagh branch by obtaining housing loan very much prior to the obtaining of housing loan of Rs.20.70 lakhs from the Air Cargo branch.

45. To prove the allegation that A1 and A2 have created fake sale deeds and committed a fraud at various banks to obtain the loans from the bankers, the prosecution examined PW6 and PW7.

46 Prosecution to prove the allegations against A1 and A2, it examined PW6 and PW7. PW6 is the Sub-Registrar deposed that on 20-12-2011 CID police came to his office and requested to furnish the sale deed document number 800/2008 which was executed by one Narender who is GPA holder of Smt.Sharada Devi in favour of one Chikka Chandra Shekar dt. 22-01-2008. Accordingly PW6 furnished the said documents along with covering letter under EX.P30 and Ex.P31. During the evidence, the document number 1775/2009 Agreement of Sale cum GPA with possession, shown to the PW6 by the prosecution, PW6 stated that it was registered in their office/Ex.P70.

47. On perusal of the Ex.P31 which shows that C.Sarada Devi executed registered sale deed of the subject property through her GPA holder ie., A3 in favour of one Chikka Chandra Shekar on 22-01-2008. Ex.P31 further shows that the link document mentioned is 2888/1989, dt.24-04-1989.

48. PW7 who is the Joint Sub-Registrar of R.R. District deposed that on 31-01-2012 CID police came to his office, requested to furnish the certified copy of document ie., Sale deed which was registered in their office. Accordingly he issued certified copy of the same under Ex.P32 and Ex.P33. Ex.P32 is the covering letter dt. 31-01-2012. On perusal of Ex.P33 it shows that it is sale deed executed by C.Sarada Devi through her GPA holder A3 in favour of A1 on 24-04-2007.

49. On careful scrutiny of Ex.P31, it was shown as it was executed on 22-01-2008 by C.Sarada Devi in favour of Chikka Chandra Shekar in respect of the subject property for a valid sale consideration which is after creating of mortgage charge of the subject property in favour of the Cargo branch. Ex.P33 shows that the sale deed dt. 24-04-2007 shows that C.Sarada Devi through A3 who is GPA holder executed sale deed in favour of A1 in respect of the subject property for valid sale consideration. These both documents are clearly showing that the single owner Smt.C.Sarada Devi shown to have executed multiple documents of sale deeds in favour of A1 and one Chikka Chandra Shekar. These both documents further shows that prior to the obtaining of the housing loan on 28-07-2007 from Cargo branch, A1 already shown to have acquired subject property vide Ex.P33 and from C.Sarada Devi though her GPA

holder A3 and as per EX.P31, the same A3 in the capacity of GPA holder of Sarada Devi executed another sale deed dt. 22-01-2008 in favour of one Chikka Chandra Shekar in respect of the subject property.

50. To prove the allegations against A1 and A2, prosecution also relied upon the PW8 who is one of the purchaser of the subject property from A2 in the year 2009. He deposed that in the year 2009, A1 approached him intending to sale his house situated at Nethajinagar, but he did not like the same. A1 showed another house situated at Suraram Colony, Jeedimetla admeasuring 300 Sq yards to PW8, PW8 intended to purchase it with his partners, namely G.Ravinder Reddy, K.Dheendayal Reddy and Niranjan Reddy for Rs. 15 lakhs, paid consideration in the month of March, 2009, A2 who is wife of A1 executed AGPA with possession, they kept one male person as security in the said house, later they informed A1 that they were intending to dismantle the said building. After 10 days when they visited the property they saw the notice of State Bank of Mysore stating that the said property was mortgaged to State Bank of Mysore and when they visited again, they saw the notice of State Bank of Hyderabad, stating that the said property was mortgaged with State Bank of Hyderabad. For many days A1 was absconding, later they came to know that A1 was arrested by Jeedimetla police. PW8

further deposed that he handed over Ex.P34 to Ex.P36 documents to the CID Police.

51. On careful perusal of Ex.P34, it is registered original agreement of sale cum GPA with possession bearing document number 1775/2009, dt. 12-03-2009 executed by A2 in favour of PW8 and other three persons in respect of subject property for valid sale consideration wherein link document was mentioned as 24634/2004, dt. 30-11-2006. Ex.P35 is original sale deed executed by him vide document number 24634/2006, dt. 30-11-2006, executed by S.Rahul in favour of A2 wherein link document was mentioned as 14386/2005, dt.27-10-2005, acquired from Smt.C.Sarada Devi, the property in the said document is subject property. Ex.P36 is the original sale deed bearing number 14386/2005, dt.27-10-2005 executed by Sarada Devi in favour of S.Rahul who is the vendor of the A2 and link document mentioned therein is 2888/1989, dt. 24-04-1989. The property mentioned there in is subject property.

52. From the evidence of PW8 it is clear that after obtaining housing loan from the Cargo branch, jointly by A1 and A2, they have created mortgage to the Cargo branch over the subject property, A1 and A2

intentionally executed the Ex.P34 in favour of PW8 and others over the subject property. In Ex.p34, A1 is one of the attesting witness.

53. PW9 who was Sub-Registrar of SRO Medchal deposed that he verified the records registered in their office as PW15 visited their office pertaining to the subject property, PW15 brought Encumbrance certificates, sale deeds pertaining to the years 1989, 2005, 2006, 2007. So also brought document ie., AGPA, depositing of title deeds. PW9 further deposed that he verified those documents, found that PW11 purchased the subject property, she sold the property to PW14 in the year 2005 later AGPA was created in the name of one person executed by sarada Devi in the year 2007, sold the said property to A1 who obtained loan of Rs.20.70 lakhs on mortgage of the subject property in State Bank of Hyderabad.

54. PW9 further deposed that on enquiry of PW15, PW9 informed that in the year 1989 there was no computerization, there was no provision of 32-A forms under Registration Act. PW9 verified Ex.P36 with their records and found it as genuine. Wherein PW11 signed in English, but when compared with AGPA pertaining to the year 2007 ie., 3504/2007, PW11 signature was in Telugu language. The photograph contained in

32-A form under Ex.P36 was compared with the photograph in 32-A form of 2007 sale deed, it found different. There was bifurcation of their jurisdiction on 01-10-2007. He verified the documents till 30-09-2007. From the evidence of PW1, the prosecution established that PW9 verified the documents pertaining to the subject property for the year 1989 and etc and also he compared the signatures of PW11 and photograph of her with those documents and found that the photograph of Smt.C.Sarada Devi and her signature are different, which are found genuine in the Ex.P36 and found different in the document number 3504 of 2007 ie., RASGPA.

55. Coming to the evidence of PW10 he is the panal advocate of Cargo branch. He deposed that on receipt of the file from R.A.C.P.C.of the subject property in June, 2007, to which A1 intending to purchase the same and applied for loan he gave opinion as clear title in the month of November, 2009. PW10 was asked by the R.A.C.P.C. to conduct special enuiry with regard to the subject property as it came to the light as there was fraud by A1 due to bifurcation of jurisdiction of SROs from 01-10-2007, the subject property was transferred to SRO Quthbullahpur. PW10 conducted enquiry in the office of SRO Medchal and Quthbullahpur and R.A.C.P.C. found that there was several registrations

in the name of A1 to A3. PW10 further deposed that he further submitted report under Ex.P38, EX.P37 is legal opinion. Ex.P37 shows the legal opion of the PW10 over subject property is clear. Ex.P38 shows that PW10 mentioned all the transactions of the subject property right from 27-04-1989 to 12-03-2009.

56. PW11 is the witness who allegedly impersonated by the A1 to A3 through one Dhanalaxmi, allegedly signature and photograph of PW11 was impersonated and forged by the accused persons. PW11 deposed that in the year 1989 she purchased the subject property from one Ramchandra Naik and his brothers at SRO Medchal in the year 2005, she sold out the same to PW14. Later CID police informed that A1 and other mortgaged the subject property by forging her signature. She verified her sale deeds which were shown to her in the court hall and her signature and photographs on Ex.P36. PW11 denied Ex.P31 and Ex.P32 and stated signature and photograph did not belong to her she also denied the photograph on Xerox copy of house hold supply card, on Ex.P31, so also on document bearing number 3504/2007. RASGPA stating that signature is in Telugu. The photograph not pertains to her. Further PW11 stated that she is in the habit of signing in English. From the evidence of PW11, the prosecution has clearly established that

signature of PW11 was forged, photograph of PW11 was impersonated by one Dhanalaxmi in the document number 3504/2007 RASGPA.

57. In support of the allegations, the prosecution produced PW12 who is Assistant Director, TSFSL to whom the standard signatures and questioned signatures of A1 and A2 were forwarded by this court for opinion. PW12 issued her opinion. PW12 examined the standard signatures ie., S1 to S73 and questioned signatures of A1 ie., Q1 to Q27, Q6/1 to Q9/1 and issued opinion stating that person who wrote red enclosed signatures marked as S1 to S73 also wrote the red enclosed signatures marked as Q1 to Q27, Q6/1 to Q9/1. PW12 also examined signatures of A2 vide S74 to S137 and Q28 to Q47, Q39/1 and issued her opinion that the person who wrote the red enclosed signatures marked as S74 to S137 also wrote the red enclosed signatures marked as Q28 to Q47, Q39/1. PW12 also found that the standard signatures of concerned persons are required to offer an opinion on the red enclosed signatures marked as Q48 to Q74. Ex.P47 is the report of the PW12.

58. The evidence of PW12 and her opinion is very much corroborating the case of the prosecution allegations against A1 and A2 with regard to the committing of forgery, impersonation of PW11 by affixing the

photograph of another person and forging the signatures of PW11 in Telugu Language on the various sale deeds and RASGPA.

59. Coming to the evidence of PW13 he deposed that on18-03-2011 he received memo vide C.No. 2508/C24/CID/2011, dt.18-03-2011 along with EX.P1, basing on which he registered this case. PW14 is the person who purchased the subject property from PW11, he deposed that in the year 2005 he purchased the subject property under Ex.P36. In the year 2006, he sold out the same to A2 under Ex.P35, in the year 2012 he came to know through CID police, somebody created fake documents showing that C.Sarada Devi sold the subject property to Narender, in turn he sold the subject property to A1, which was fake document. PW14 further deposed that Ex.P36 contains photograph of original Sharadha Devi and she signed in English. Police shown him the document under Ex.P41 in which photograph of other lady is affixed in place of Sharadha Devi, even the signatures of Sharadha Devi are found in Telugu. In the link document s pertaining to sale deed document number 2888/1989 Smt.C.Sarada Devi signed in English, CID police asked him to identify the original Saradadevi showing the above document, he identified original photograph of Sarada Devi who is in Ex.P36. He also identified the signature of Sarada Devi which is in

English. The evidence of PW14 is also corroborated with the evidence of PW11 and supported the case of the prosecution.

60. Coming to the evidence of investigation officer ie., PW15, he deposed that on receipt of FIR in this case, he examined PW1, PW2 and other witnesses, collected the Ex.P3 to Ex.P9, Ex.P43, Ex.P41. On careful perusal of Ex.P41 it is original registered Agreement of sale cum GPA with possession shows to have been executed by Smt.C.Sarada Devi in favour of A3 in respect of the subject property. The prosecution allegation is that A1 to A3 colluded with each other and created Ex.P41 and obtained house loan from the Caro branch. Ex.P42 is copy of house hold card, Ex.P43 is the original sale deed dt.30-07-2007 bearing document number 13355/2007, executed by Smt.C.Sarada Devi though her GPA ie., A3 in favour of A1 in respect of the subject property.

61. PW15 further deposed that he collected the documents. In the evidence of PW15 he deposed that he examined all the witnesses except PW10 in this case on different dates. During his investigation in total he collected Ex.P49 to Ex.P81. Ex.P50 is the sale deed dt.24-04-1989 wherein PW11 acquired the subject property from Chitanand Naik representing Ramachandra Naik and others. Ex.P51 is the death

certificate of Andhe Dhanalaxmi who is the person used for impersonation of PW11. Ex.P52 is the certified copy of loan application of A1 and A2 submitted to State Bank of Mysore, Kukatpally branch applied on the subject property dt. 31-05-2007. Ex.P53 is the arrangement letter of State Bank of Mysore, Kukatpally branch issued to A1 and A2 for sanction of loan of Rs. 10 Lakhs over the subject property, dt. 24-07-2007. Ex.P54 is the Agreement letter, dt.24-07-2007, Ex.P55 is the power of attorney, dt.24-07-2007, Ex.P56 is the insurance indemnity, Ex.P57 is the attested copy of letter addressed to branch manager, State Bank of Mysore.

62. On perusal of Ex.P50 to Ex.P57 they show that A1 and A2 together availed housing loan of Rs.10 Lakhs from State Bank of Mysore, Kukatpally branch prior to the creating charge of mortgage in the Cargo branch over the subject property. Ex.P58 to Ex.P60 are the Encumbrance certificates right from the year 1983 to 2007 showing the single transaction of the document number 24634/2006. Ex.P61 is Encumbrance certificate from 1-10-2007 to 11-01-2009 showing that there is a sale transaction by A1 to Shakthi Realtors and its partners dt.18-12-2007 and cancellation transaction in respect of the same parties on 15-12-2008. Ex.P62 is the internal report of State Bank of Mysore,

Kukatpally branch, dt.12-09-2009 wherein it shows that A1 availed the loan of Rs.10 Lakhs on 24-07-2007 from Kukatpally branch by mortgaging the subject property. The evidence of PW15 coupled with Ex.P52 to Ex.P57 and Ex.P63 is also supporting the allegations of the prosecution that on single subject property, A1 to A3 played fraud by creating multiple documents for obtaining the loans from the financial institutions.

63. Ex.P63 is the attested copy of the sale deed issued vide document number 6480/2007, dt.24-04-2007 which was already discussed supra. Ex.P64 is the document number 800/2008 attested copy of sale deed was also discussed herein above. Ex.P65 is the police custody petition filed by the CID police for the custody of A1. Ex.P66 is the confessional statement of A1, dt.23-10-2011 and nothing was seized from the possession of A1. Ex.P67 is the proceedings of reproduction of the accused before the court. Ex.P68 is the true copy of the encumbrance statement for the year from 11-01-1989 to 05-06-2007 showing the transactions of document number 2888/1989 and the alleged created document number 3504/2007. Ex.P69 is the encumbrance certificates from 01-01-1983 showing the transactions of sale deed of A1 dt. 30-07-2007 after obtaining loan from Cargo branch, allegedly executed by

C.Sarada Devi and another document of deposit of mortgage of title deeds, dt.18-09-2007 in favour of Cargo branch. Ex.P70 is the true copy of ASGPA vide document number 1775/2009, dt.12-03-2009 was also discussed herein before. Ex.P71 is the encumbrance certificates of Sub-Registrar, Quthbullahpur from 01-10-2007 to 30-12-2011 showing the multiple transactions executed by A1 in favour of various persons in respect of the subject property after creating the charge of mortgage with the Cargo branch.

64. Ex.P72 is the true copy of sale deed, dt. 20-12-2008, executed by A1 through his GPA holder Vandana Agarwal in respect of subject property. Ex.P73 is cancellation deed executed by A1 in favour of Shakthi Realtors and others in 15330/2008, dt.15-12-2008 in respect of the subject property. Ex.P74 is the true copy of registered agreement of sale cum GPA with possession vide document number 6368/2008 executed by A1 in favour of D.Ramesh Babu and others in respect of the subject property. Ex.P75 is true copy of agreement of sale cum GPA in favour of Vandana Agarwal executed by A1 on 20-02-2008 in respect of the subject property. Ex.P76 is the sale deed document number 800/2008 which is also discussed herein supra. Ex.P77 is the registered agreement of sale cum GPA with possession vide document number

3023/2007 executed by A1 in favour of Shakthi Realtors and others in respect of the subject property. Ex.P78 is the copy of FIR in Cr.No. 1430/2009 of Kukatpally P.S. Ex.P79 is the petition filed for obtaining the specimen signatures and hand writings of A1 and A2. Ex.P80 is the requisition filed by the police for forwarding the material object to FSL. Ex.P81 is the letter of advise.

65. Coming to the cross examination of PW1, during the cross examination, PW1 has admitted that loan was sanctioned in the year 2007 and he lodged complaint in the year 2011, as the payment of loan was stopped in the year 2009, they converted the loan account into Non Performing Asset on 31-03-2009 initiating SARFAESI Act., proceedings against the A1 and A2 . then lodged report to the police. PW1 further admitted that in Ex.P1 his name is not mentioned. The PW1 lodged police report in his official capacity and signed on the Ex.P1. Therefore, the minor technicality of not mentioning the name of PW1 is not tenable. PW1 denied the suggestion that he has not mentioned in the complaint and in his statement the date on which A1 and A2 applied for loan and who received the housing loan application form from A1 and A2 and whether housing loan application was written in English and Telugu. Ex.P5 is loan application form clearly shows that it was filed on 27-02-

2007 wherein A1 signed in English and A2 signed in Telugu and the application was addressed to Assistant General Manager or Chief Manager or Branch Manager, Air Cargo Branch, which means that the application was submitted to the Air Cargo branch. Any ordinary prudent man would not sign on any document without knowing its contents, purpose and consequences. Therefore, the plea of A1 and A2 that they are illiterates is not maintainable. PW1 denied that A1 and A2 are no way concerned with this case and this is a false case.

66. Coming to the cross examination of PW2, the learned counsel cross examined PW2 about the delay in lodging the complaint, but PW1 already explained the reasons for the delay. The fraud detected on 26-05-2010 after initiating SARFAESI Act., proceedings. The delay is justified as the case is mainly based on the documentary evidence. PW2 further stated that he does not know in which language loan application was filed by the A1 and A2. The cross examination of PW1 to PW10 was done after the long gap of five years from the date of their chief examination. Therefore, the witness is not expected to remember the minor particulars of the documents in this case.

67. Coming to the cross examination of PW3, during the cross examination he stated that which documents were produced by the accused before the bank authorities for loan he cannot say. During the cross examination, nothing much was elicited to disprove the version of PW3. During the further cross examination, PW3 stated that at the time of sanction of loan to the A1 and A2, he was not working in the said branch. But as per the record, the entire loan processing procedure was carried out by the R.A.C.P.C., Hyderabad. Therefore, the answer given by PW3 that he is not working in the said branch in the relevant period is not relevant to the present case. Coming to the cross examination of PW4, he stated that he does not know whether case was filed by them against the A1 and A2 in Cr.No.1430/2009 at P.S. Kukatpally and the said case was ended in acquittal on 05-02-2019. But Ex.P78 which is the copy of FIR, private complaint, Charge sheet of Cr.No. 1430/2009 which clearly showing that the PW4 is the complainant as Manager of State Bank of Mysore at the relevant period. Therefore, the oral denial of the PW4 is not considered. Coming to the cross examination of PW5 nothing was elicited during the cross examination. The questions was mostly regarding the case filed against A1 in P.S. Panjagutta. During the course of cross examination PW5 admitted that he has not worked in State Bank of Hyderabad, Air Cargo branch during the sanction of the

loan in the present case. It is the not the case of the prosecution as such the answer given by the witness is not relevant to the present case.

68. During the cross examination of PW6, he denied that he does not know anything about the present case and he is deposing false at the instance of police CID. PW7 during the cross examination stated that he does not know whether CID police have addressed any letter for furnishing the certified copies of the documents. But on perusal of the Ex.P32 which is issued by the PW7 in the reference he mentioned that on the request of the concerned police he is issuing the letter and certified copy under Ex.P32.

69. Coming to the cross examination of PW8, he stated during the cross examination that he does not know whether A1 and A2 are illiterates. PW8 admitted that Ex.P34 to Ex.P36 are scribed in English. PW8 denied that A1 and A2 never handed over him any colour photostat documents and he is deposing at the instance of police CID falsely. Ex.P34 is the document executed by A2 in favour of PW8 and others wherein Ex.P35 was mentioned as link document, the signatures of A2 on Ex.P34 and Ex.P35 were also examined by PW12 and issued her opinion that the signatures belongs to A2.

70. During the cross examination, PW9 stated that he does not know anything about the present case. He has not registered any document in the present case, it was his predecessor who registered the document in the present case. PW9 is the official witness who worked as Sub-Registrar. During the cross examination, though he deposed the he does not know anything about the present case, but during the chief examination, he clearly stated that he compared the documents and found that photograph of Sarada Devi was impersonated and her signature was forged. Apart from that the report of PW12 is very much corroborated with the evidence of PW9 deposed during the chief examination. Therefore, basing on the single statement that he does not know anything about the present case, the entire reliable evidence cannot be brushed out.

71. During the cross examination of PW10, nothing was elicited to disprove the evidence of PW10. The evidence of PW11 and PW14 was not challenged by the accused. During the cross examination of PW12 nothing was elicited to disprove the report of the PW12.

72. During the course of cross examination, PW13 has admitted that the complainant name is not mentioned in FIR, signature of PW1 is not

present in EX.P48. So far as these two admissions are considered, minor technicalities and procedures to be followed by the investigation officer, but for the same lacuna the entire prosecution case cannot be brushed out.

73. Coming to the cross examination of PW15, questions which are to be posed to the PW13 were posed to PW15 with regard to the column No.13 of FIR kept blank, obtaining the signature of PW1. PW15 has admitted in his cross examination that PW1 was not working in State Bank of Hyderabad, Begumpet branch in the year 2007. But as per the case of the prosecution, PW1 was Assistant General Manager, State Bank of Hyderabad, Region-III. Zonal Office, Secunderabad. PW15 admitted that the name of the person who lodged complaint is not mentioned in complaint as well as in the FIR for that PW15 stated that the designation of the person ie., PW1 is mentioned and he recorded the statement of PW1.

74. During the course of cross examination, PW15 denied that he has not sent Ex.P3 and Ex.P5 to FSL for ascertaining the hand writings of the person who filled them, but the accused persons did not take any steps to send the same to FSL for ascertaining the hand writings. PW15

denied the suggestions that A1 and A2 did not apply for housing loan by fabricating and creating false documents and the documents were fabricated by the PW15. The accused persons and investigation officers in this case are no way related to each other and there is no previous history of enmity between the investigation officers and A1 and A2. Therefore, the said suggestion is not tenable.

75. Coming to the cross examination of PW16, nothing was elicited during his cross examination to disprove the evidence of PW16. PW16 denied the suggestion that A1 and A2 are no way connected with the case, they have not fabricated or created any forged document for the purpose of obtaining loan and did not mortgaged any property to the bank.

76. The learned defence counsel filed written arguments stating that after three days of the granting of the loan, the demand notices were issued by the bank. But as per the record, in the year 2009 the demand notices were issued to the accused persons. It is further submitted and it is admitted in para No.8 that even according to the depositions of PW1 to PW3, all the documents submitted by the accused for obtaining the loan are genuine. The said plea is a different from plea taken by the

accused. In para No.9, it is submitted that PW4 who is the branch manager, deposed before the court, but no documents were marked as well as his evidence cannot be considered. But the document pertaining to the loan obtained by the accused persons in State Bank of Mysore were marked through PW15. As such the evidence of PW4 cannot be discarded.

In para No.10, it is submitted by the accused that as attested xerox copies of the documents were marked, but at the time of marking there were no objections pleaded by the counsel for the accused. Therefore, the objections at this stage cannot be taken into consideration.

In para No.11 of written arguments, it is submitted that Chikka Chandra Shekar or Narender or C.Sarada Devi are nothing to do with this case and document number Ex.P31 is no way useful to the prosecution case. But A3 is absconding in this case who is brother-in-law of A1, as per Ex.P41 it was created by A1 in colluding with A2 and A3 and by which PW11/Sarada Devi became victim. In view of the creation of EX.P41, A3 executed Ex.P31 in favour of PW11/ Chikka Chandra Shekar. Therefore, Ex.P31 is very much relevant document in this case. In para No. 12 it is submitted that PW7 though not remembering the sale deed issued by him on the request of CID police, Ex.P33 is marked cannot be considered. In this case the prosecution witnesses were examined after almost eight years. Therefore, no witness cannot be expected to remember all numbers of the sale deed, but for the said reason the documentary evidence marked under Ex.P32 and Ex.P33 through PW7 cannot be discarded, as documentary evidence is corroborating with the allegations of the prosecution.

In para No.13 of the written arguments it is pleaded that Ex.P34 is not a registered document. But this court already perused Ex.P34 which was registered at SRO office, Quthbullahpur. In para No.14 it is submitted that Ex.P37 is the first legal opinion report of the PW10 and later Ex.P38 enquiry report submitted, but both are contrary to each other. The evidence of PW10 on record shows that EX.P37 is legal opinion for purchase of the property by the accused persons by obtaining the housing loan and EX.P38 was the report of PW10 after conducting special enquiry of detecting of the fraud committed by the accused persons. Therefore, the point raised by the accused persons is not tenable.

In para No.15 accused took plea that PW11 and PW14 have not appeared before the court for cross examination even as per the order of the honourable court. Therefore, their evidence in chief examination cannot be considered. The record shows that PW11 and PW14 were examined in the year 2019 and at that point of time there was no representation and the cross examination was treated as nil and after almost lapse of five years the accused sought to recall the PW11 and PW14, but PW11 is suffering with cervical cancer, bed ridden, she could not move to the court and PW14 who was working and residing in USA he could not attend the court. Therefore, the chief examination evidence was not eschewed by the then Presiding Officer. Even otherwise for a moment it is presumed that PW11 and PW14 evidence is not taken into consideration, the other prosecution witnesses coupled with the documentary evidence is very much supporting the case of the prosecution. The other pleas taken in the written arguments of the accused persons found not relevant and in the written arguments it is pleaded that this court may please to acquit the A1 and A2 in the interest of justice.

77. The prosecution also filed written arguments stating that all the prosecution witnesses corroborated the facts of the case, their evidence is

trustworthy, reliable and not affected by any contradictions. It is further submitted by the prosecution that the suggestions given by the counsel during the cross examination of the prosecution witnesses are not going to discredit the evidential value of the prosecution witnesses and documentary evidence. Pleas taken by the accused persons are not shaking the case of the prosecution. Therefore, in view of the strong evidence adduced by the prosecution, the offences alleged are very much established against the accused persons and prayed to convict the accused persons.

78. This court perused the entire evidence on record carefully. Ex.P2 to Ex.P10, Ex.P11 to Ex.P13, Ex.P19 are clearly establishing that A1 and A2 jointly with dishonest and fraudulent intention submitted the housing loan application in State Bank of Hyderabad, Air Cargo Branch, Shamshabad on 27-02-2007, the amount of Rs.20.70 Lakhs of house loan was sanctioned to A1 and A2 in their joint account on 28-07-2007 by way of mortgage of the subject property to State Bank of Hyderabad, Air Cargo Branch, Shamshabad and thereafter A1 and A2 committed default in payment of the loan installments, for which State Bank of Hyderabad, Air Cargo Branch, Shamshabad initiated proceedings under SARFAESI Act.,. Ex.P20 to Ex.P29 are evidencing that A1 already created

mortgage charge of subject property to the Canara Bank, Kundanbagh branch by obtaining the housing loan of Rs. 20 lakhs in the year 2007 vide Ex.P28 sanction letter dt. 12-01-2007, which indicates that A1 and A2 with dishonest and fraudulent intention induced State Bank of Hyderabad, Air Cargo Branch, Shamshabad and R.A.C.P.C. officials to sanction the housing loan to them for which A1 and A2 created Ex.P41 by collusion with A3 who is brother-in-law of A1 and used it for the purpose of wrongful gain from the State Bank of Hyderabad, Air Cargo Branch, Shamshabad, A1 and A2 also cheated the Canara Bank , Kundanbagh branch which already granted housing loan to the A1 prior to creation of charge of mortgage of the subject property to the State Bank of Hyderabad, Air Cargo Branch, Shamshabad.

79. Ex.P41 collected by the PW15 from the bank officials of State Bank of Hyderabad, Air Cargo Branch, Shamshabad is crystal clear that A1 to A3 together with dishonest and fraudulent intention, in collusion, created it, by impersonating the photograph of PW11 with one Dhanalaxmi's photograph and also caused forgery of signature of PW11 on Ex.P41, thereby created fake document, A1 and A2 produced the same before the State Bank of Hyderabad, Air Cargo Branch, Shamshabad for sanction of the housing loan of Rs.20.70 Lakhs having known that it is forged

document and fake, but used the said document as genuine document and got sanctioned the housing loan amount in the joint account of the A1 and A2 on 28-07-2007.

80. The Encumbrance Certificates and true copies of sale deeds were marked through PW15 are establishing that A1 to A3 with their dishonest intention executed multiple registered sale deed documents and other deeds in respect of the single subject property in favour of the different persons very much prior to obtaining of housing loan in State Bank of Hyderabad, Air Cargo branch, Shamshabad and even after creating the charge of mortgage of the subject property with State Bank of Hyderabad, Air Cargo branch, Shamshabad, by producing the fake document under Ex.P41, so also obtained housing loans in Canara Bank, Kundanbagh branch and State Bank of Mysore, Kukatpally branch by creating charge of mortgage over the single subject property with an intention to gain wrongfully and cause wrongful loss to the bankers which is evidencing from EX.P52 to Ex.P57 and Ex.P62.

81. At this juncture this court feel it necessary to rely upon the citations of the Honourable Apex court in Criminal Appeal No.335/2024 (arising out of Special Leave to Appeal (Crl.) No. 2877/2011 between

Mariam Fasihuddin and another Vs. State by Adugodi Police Station and another wherein the Honourable Apex court in its judgment in Para No. 10 and 11 has discussed the ingredients of the offence punishable U/sec. 420 of IPC.

*"**Para 10**: Section 420 IPC provides that whoever cheats and thereby dishonestly induces the person deceived to deliver any property to any person, or to make, alter or destroy, the whole or any part of valuable security, or anything, which is signed or sealed, and which is capable of being converted into a valuable security, shall be liable to be punished for a term which may extend to seven years and shall also be liable to fine. Further, Section 415 IPC distinctly defines the term 'cheating'. The provision elucidates that an act marked by fraudulent or dishonest intentions will be categorised as 'cheating' if it is intended to induce the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, causing damage or harm to that person.*

Para 11: It is thus paramount that in order to attract the provisions of Section 420 IPC, the prosecution has to not only prove that the accused has cheated someone but also that by doing so, he has dishonestly induced the person who is cheated to deliver property. There are, thus, three components of this offence, ie., (i) the deception of any person, (ii) fraudulently or dishonestly inducing that person to deliver any property to any person, and (iii) mens rea or dishonest intention of the accused at the time of making the inducement. There is no gainsaid that for the offence of cheating, fraudulent and dishonest intention must exist from the inception when the promise or representation was made."

Further in Para No.21 to 24 the honourable Apex Court has discussed the ingredients of offence punishable under section 468 and 471 of IPC as follows:

Para No.21: The offence of 'forgery' under section 468 IPC postulates that whoever commits forgery, intending that the document or electronic document 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. Whereas Section 471 IPC states that whoever fraudulently or dishonestly uses as genuine any documents which he knows or has reason to believe it to be a forged document, shall be punished in the same manner as if he had forged such document.

Para No.22: There are two primary components that need to be fulfilled in order to establish the offence of 'forgery', namely: (i) that the accused has fabricated an instrument; and (ii) it was done with the intention that the forged document would be used for the purpose of cheating. Simply put, the offence of forgery requires the preparation of a false document with the dishonest intention of causing damage or injury.

Para No.23: The offences of 'forgery' and 'cheating' intersect and converge, as the act of forgery is committed with the intent to deceive or cheat an individual. Having extensively addressed the aspect of dishonest intent in the context of 'cheating' under Section 420 IPC, it stands established that no dishonest intent can be made out against the Appellants. Our focus therefore will now be confined, for the sake of brevity, to the first element, ie., the preparation of a false document. The determination of whether the Appellants prepared a false document, by forging Respondent No.2's signature, however, cannot be even prima facie ascertained at this juncture. Considering the primary ingredient of dishonest intention itself could not be establish against the Appellants, the offence of forgery too, has no legs to stand. It is also significant to highlight that the proceedings as against the concerned Passport Officer, who was implicated as Accused No.4, already stand quashed. In such like situation and coupled with the nature of allegations, we are unable to appreciate as to why the Appellants be subjected to the ordeal of trial.

Para No.24:That apart, there are glaring procedural irregularities that have been overlooked by the Trial Magistrate, which warrants examination. It is extremely important to delve into these improprieties since the supplementary chargesheet filed by the investigating authority included the offence of 'forgery' under sections 468 and 471 of IPC."

82. This court also relied on the citation of the Honourable Apex court in Criminal Appeal No. 1134 of 2011 between Sajeev Vs. State of Kerala wherein the Honourable Apex Court in Para No. 35 and 36 has discussed the ingredients of the offence under section 120-B of IPC as follows:

Para 35: After consideration of these depositions, we must decide whether the evidence on record is sufficient to establish a conspiracy under Section 120B, IPC. The ingredients to constitute a criminal conspiracy were summarised by this Court in State through Superintendent of Police V.Nalini & Ors. (3-Judge Bench). They are as follows:

i. Conspiracy is when two or more persons agree to do or cause to be done an illegal act or legal act by illegal means.

ii. The offence of criminal conspiracy is an exception to the general law, where intent alone does not constitute crime. It is the intention to commit a crime and join hands with persons having the same intention.

Iii. Conspiracy is hatched in private or in secrecy. It is rarely possible to establish a conspiracy by direct evidence. Usually, the existence of the conspiracy and its objects have to be inferred from the circumstances and the conduct of the accused.

iv. Where in pursuance of the agreement, the conspirators commit offences individually or adopt illegal means to do a legal act that has a nexus to the object of the 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.

Para No.36:These principles were followed in Yakub Abdul Razak Memon Vs. State of Maharashtra (2-Judge Bench), wherein this court reiterated that to establish conspiracy it is necessary to establish an agreement between the parties. Further, the offence of criminal conspiracy is of joint responsibility, all conspirators are liable for the acts of each of the crimes which have been committed as a result of the conspiracy. (See also: Arvind Singh Vs. State of Maharashtra (3-Judge Bench); Mohd Nausahd (supra)"

83. In view of the above cited judgments coupled with the oral and documentary evidence adduced by the prosecution, it perfectly disclosing the conduct and acts of the A1 and A2 that A1 and A2 together being husband and wife joined their hands and agreed to commit fraud on the bankers, A1 and A2 committed illegal acts of creating charge of mortgage to the State Bank of Hyderabad, Air Cargo branch, Shamshabad over the subject property which was already mortgaged to Canara Bank, Kundanbagh branch and A2 sold out the said property to PW9 and his partners in the year 2009 even after creating charge of mortgage of the subject property to State Bank of Hyderabad, Air Cargo branch, Shamshabad.

84. The evidence adduced by the prosecution is cogent, reliable and trustworthy and not suffering from any material contradictions and improvements. As already discussed above, the entire evidence adduced

by the prosecution is inspiring confidence of this court to believe the allegations of the prosecution.

85. The oral as well as the documentary evidence adduced by the prosecution sufficiently establishing the ingredients of the offences punishable under sections 420, 468 and 471 of IPC r/w 120-B of IPC against A1 and A2 beyond all reasonable doubt.

86. **R E S U L T:** In the result, A1 and A2 are found guilty for the offences punishable under Sections 420, 468, 471 of IPC r/w 120-B of IPC and accordingly they are convicted under Section 248 (2) Cr.P.C.

(Dictated to stenographer Gr-I, transcribed and typed by her, corrected and pronounced by me in the open court, on this the 2nd day of December, 2025).

VI Addl. Chief Judicial Magistrate,
Hyderabad.

A1 and A2 are questioned with regard to the quantum of sentence (recorded in separate sheets), A1 and A2 together submitted that they are suffering with health problems and their son is not residing with them and there is nobody to lookafter them and A1 is suffering with leg problem. As such prayed to take lenient view.

As already discussed in the Judgment, A1 and A2 in collusion, they involved in the large scale financial fraud which caused huge loss to the public financial institutions ie., nationalized banks, and turned out as defaulters. Therefore, this court is not inclined to extend the benefits under probation of offenders Act to the A1 and A2. In view of the large scale fraud committed by the A1 and A2, this court is not inclined to take lenient view. Therefore, A1 and A2 are sentenced to under go Rigorous Imprisonment for a period of seven years each and shall pay a fine of Rs.5,000/- each for the offence U/sec. 420 of IPC and default of payment of fine they shall undergo simple imprisonment for a period of one day. A1 and A2 are further sentenced to undergo Rigorous Imprisonment for a period of three years each and shall pay a fine of Rs.5,000/- each for the offence U/sec. 468 of IPC and default of payment of fine they shall undergo simple imprisonment for a period of one day. A1 and A2 are further sentenced to undergo Rigorous Imprisonment for a period of two years each and shall pay a fine of Rs.5,000/- each for the offence U/sec. 471 of IPC, for the punishment is prescribed U/sec. 465 of IPC and default of payment of fine they shall undergo simple imprisonment for a period of one day.

Further A1 and A2 are also found guilty for the offence of Criminal Conspiracy U/sec. 120-B of IPC. Hence they are to be punished for the said offence, the punishment provided for the offence U/sec. 120-B of IPC is same as to that of the same offence abatted. Therefore, the A1 and A2 are sentenced to under go Rigorous Imprisonment for a period of seven years each and shall pay a fine of Rs.5,000/- each for the offence U/sec. 420 r/w 120-B of IPC and default of payment of fine they shall undergo simple imprisonment for a period of one day. A1 and A2 are further sentenced to undergo Rigorous Imprisonment for a period of three years each and shall pay a fine of Rs.5,000/- each for the offence U/sec. 468 r/w 120-B of IPC and default of payment of fine they shall undergo simple imprisonment for a period of one day. A1 and A2 are further sentenced to undergo Rigorous Imprisonment for a period of two years each and shall pay a fine of Rs.5,000/- each for the offence U/sec. 471 r/w 120-B of IPC and default of payment of fine they shall undergo simple imprisonment for a period of one day.

The remand period of A1 already undergone from 15-10-2011 to 20-12-2011 shall be given set off U/Sec.428 Cr.P.C. The A2 did not undergo any remand period as per the record. All the sentences of

Rigorous Imprisonment and default sentences passed against the A1 and A2 in this case shall run concurrently.

The right of appeal and free legal aid is intimated to the accused No.1 and 2. The copy of the judgment was supplied to the accused No.1 and 2 on free of cost against receipt.

VI Addl. Chief Judicial Magistrate,
Hyderabad.

:: APPENDIX OF EVIDENCE ::

Witnesses Examined

For the Prosecution: -

PW1: K.Harihar Rao, Complainant
PW2: Jagjit Aind, the then Chief Manager Advances State Bank of Hyderabad, Zonal office.
PW3: Chippa Praveen, the then branch manager, State Bank of Hyderabad, Cargo branch.
PW4: S.Kannan, the then branch manager, State Bank of Mysore, Kukatpally branch.
PW5: K.Satyanarayanamurthy, the then branch manager, Canara Bank, Kundanbagh branch.
PW6:G.Vishwaravardhan Reddy, the then Sub-Registrar, Quthbullahpur.
PW7:I.Srinivasa Reddy, the then Joint Sub-Registrar, R.R.District.
PW8:G.Shekar Rao, Circumstantial witness.
PW9:G.Venkatasubba Reddy, the then Sub-Registrar, Medchal
PW10:S.Vasudev, Panel advocate of State Bank of Hyderabad Cargo branch.
PW11:C.Sharada Devi, circumstantial witness.
PW12:P.Rajini, Scientific expert
PW13:A.Sudheerkumar, 1st investigation officer.
PW14:S.Rahul, circumstantial witness.

PW15:M.Srinivasulu, 2nd investigation officer
PW16:Y.Rama Krishna, 3rd investigation officer

Witnesses examined For the Defence

- Nil -

Exhibits Marked

For the Prosecution: -	For the Defence:-
Ex.P1: Police report	- Nil –

Ex.P2: investigation report submitted by PW2.
Ex.P3: Account opening application form of A1.
Ex.P4: Extract of housing loan details
Ex.P5: Loan application form of the accused
Ex.P6: Arrangement letter for housing finance (2 pages)
Ex.P7: Memorandum of loan agreement for housing loan dt.23-07-2007 (3 pages)
Ex.P8:Agreement to mortgage (2 pages)
Ex.P9: Copy of confirmation by the borrower
Ex.P10:Extract of statement of account of A1 and A2
Ex.P11:Demand notice, dt. 28-06-2009 (5 pages)
Ex.P12:Demand notice, dt.05-07-2009 (5 pages)
Ex.P13:Attested copy of paper publication
Ex.P14:True copy of Canara Bank letter
Ex.P15:True copy of opinion of legal advisor (12 pages)
Ex.P16:True copy of E.C. (3 pages)
Ex.P17:True copy of E.C. (3 pages)
Ex.P18:True copy of E.C. (2 pages)
Ex.P19:Confession proceedings
Ex.P20:Attested copy of loan application of A1
Ex.P21:Attested copy of promissory note
Ex.P22:Attested copy of housing loan agreement (4 pages)
Ex.P23:Attested copy of guarantee agreement (3 pages)
Ex.P24:Attested copy of take delivery to DPN (2 pages)
Ex.P25:Attested copy of sale deed dt.02-01-2007(7 pages)
Ex.P26:Attested copy of letter evidencing deposit of tile deeds
Ex.P27:Attested copy of loan sanction letter.
Ex.P28:Attested copy of sanction memorandum (2 pages)
Ex.P29:letter addressed to Inspector of Police along with internal investigation report (5 pages)

Ex.P30:Covering letter of PW6
Ex.P31:True copy of document bearing No.800/2008
Ex.P32:Covering letter of PW7
Ex.P33:True copy of sale deed bearing No. 6480/2007
Ex.P34:Original agreement of sale cum General Power of Attorney with possession dt.12-03-2009 along with xerox copies of ID proofs of A1 and A2 and PW8
Ex.P35:Original sale deed executed by S.Rahul in favour of A2, dt. 30-11-2006 showing purchase of subject property by A2 in this case.
Ex.P36:Original sale deed executed by C.Sharada Devi in favour of S.Rahul, dt.27-10-2005 which was handed over to PW8 by A1 as link document of Ex.P35.
Ex.P37:Legal opinion of PW10, dt.14-06-2007
Ex.P38:Enquiry report of PW10, dt. 04-11-2009
Ex.P39:Memorandum of deposits of title deeds (3 sheets)
Ex.P40:Photostat copy of house hold card
Ex.P41: 7 sheets of Agreement of sale cum GPA, dt.15-02-2007
Ex.P42: Photostat copy of house hold card
Ex.P43: 7 sheets of sale deed dt.30-07-2007 ie., document bearing No. 13355/2007
Ex.P44:Standard signature and writings purported to be of A1 on 8 sheets
Ex.P45:Standard signature purported to be of A2 on photostat copy of house hold ration card
Ex.P46:Standard signatures purported to be of A2 on 4 sheets of papers
Ex.P47:FSL report (2 pages)
Ex.P48:FIR of Cr.No.10/2011
Ex.P49:Memo vide C.No.2508/C-24/CID/2011, dt.18-03-2011
Ex.P50:Registered Sale deed bearing No.2888/1989
Ex.P51:Death certificate of Dhanalaxmi
Ex.P52:Attested copies of loan application of A1 and A2 (5 pages)
Ex.P53:Attested copy of arrangement letter pertaining to A2
Ex.P54:Attested copy of Agreement of loan pertaining to A2
Ex.P55:Attested copy of Power of Attorney
Ex.P56:Attested copy of insurance indemnity
Ex.P57:Attested copy of letter addressed to branch manager State Bank of Mysore by A2 (2 pages)

Ex.P58:Attested copy of EC dt.21-02-2007
Ex.P59:Attested copy of EC dt.18-07-2007
Ex.P60:Attested copy of EC dt.09-01-2009
Ex.P61:Attested copy of EC dt.12-01-2009
Ex.P62:Internal report of State Bank of Mysore, Kukatpally
Ex.P63:Xerox copy of sale deed bearing No.680/2007
Ex.P64:Xerox copy of sale deed, dt.22-01-2008
Ex.P65:Petition for police custody of A1.
Ex.P66:Further confession of A1.
Ex.P67:Reproduction proceedings of A1 before the court
Ex.P68:True copy of EC bearing No.19220 (2 pages)
Ex.P69:True copy of EC bearing No.32653 (2 pages)
Ex.P70:True copy of document bearing No.1775/2009
Ex.P71:True copy of EC bearing No. 24385 collected from Sub-Registrar office, Quthbullahpur.
Ex.P72: True copy of document bearing No. 15452/2008
Ex.P73:True copy of document bearing No.15330/2008
Ex.P74:True copy of document bearing No. 6368/2008
Ex.P75:True copy of document bearing No.2233/2008
Ex.P76:True copy of document bearing No. 800/2008
Ex.P77:True copy of document bearing No.3023/2007
Ex.P78:Copy of FIR in Cr.No.1430/2009, dt.18-11-2009 of P.S. Kukatpally
Ex.P79:Petition filed for obtaining specimen signatures and hand writings of A1 and A2.
Ex.P80: Requisition filed by the police for forwarding the material objects.
Ex.P81:Letter of advise.

M.O.s Marked

For the Prosecution: -	For the Defence:-
- Nil –	- Nil –

VI Addl. Chief Judicial Magistrate,
Hyderabad.