KABC010111582007

IN THE COURT OF THE X ADDL. CITY CIVIL & SESSIONS JUDGE, BENGALURU (CCH-26).

Dated this the 6th day of September, 2025.

Present

Sri Vijaya Kumar Rai, B.Com., LL.B.,
X Addl. City Civil & Sessions Judge,
Bengaluru.

O.S.No.2678/2007

Plaintiff:	State Bank of India Body corporate constituted under the provisions of the State Bank of India Act (1955) (23 of 1955) and the successor to State Bank of Mysore as per the order passed by the Central Government under Section 35 of the State Bank of India Act 1955(23 of 1955) represented through the the Assistant General Branch Manager and having its office at K.G.Road Bangalore-560 009, represented by its Deputy General Manager Sri M.P. Sridharan s/o T.M. Parthasarathy aged about 50 years. (By Sri Kiran Kumar, Adv.)
Vs.	
Defendants:	1) Sri C.R. Rajendra Babu S/o. Sri. Rangaswamy Naidu Aged about 61 years R/at No.B-6, Greenmeadows Apartment Ambalipura Village, Harahalu Road Opp. Sarjapura Road, Vathur Hobli Bengaluru-560034. 2) Smt.Vasantha Babu, Major

	W/o.Sri.C.R.Rajendra Babu R/at No.B-6, Greenmeadows Apartment Ambalipura Village, Harahalu Road Opp. Sarjapura Road, Vathur Hobli Bengaluru-560034. 3) M/s. Fortune Projects A registered partnership firm its Office at No.19, Level-2 Richmond Road Rep. by its Partner Mr.Mohammed Ghouse Farooq. (By Sri Shivaji H. Mane, Adv. for D.1 & D.2)

Date of institution of the suit	02.04.2007
Nature of the suit	For recovery of money
Date of the commencement of recording of evidence	22.08.2016
Date on which the judgment Pronounced	06.09.2025
Total duration	Years Months Days 18 05 04

(Vijaya Kumar Rai)
X Addl. City Civil & Sessions Judge,
Bengaluru.

J U D G M E N T

1. This suit is filed by the plaintiff-bank for the recovery of Rs.24,55,75,593/- together with interest at the

rate of 16.25% per annum with quarterly rests from the date of the suit till its realisation.

2. The case of the plaintiff-bank in brief is as hereunder :-

(a) The plaintiff-bank is a banking concern constituted under Bank of Mysore Act, 1959 and now the State Bank of Mysore is acquired by State Bank of India under the notification of the Government dated 22.02.2017. Therefore, the erst-while State Bank of Mysore is now State Bank of India.

(b) The 1st defendant joined the plaintiff bank as a clerk on 17.02.1966 and he took voluntary retirement under the Voluntary retirements scheme introduced by the plaintiff bank. At the time of retirement, the 1st defendant was working in the Kunigal Branch of Plaintiff Bank. At the time when the 1st defendant joined the Bank as a clerk, he was approximately getting a salary of Rs.150/- per month at the time of retirement, he was getting salary of Rs.20,700/-. The 1st defendant worked in several cadres in different places with the plaintiff bank. He was promoted to the Office's cadre on 01.04.1977 and he was promoted as Deputy Manager on 01.08.1989. For several years he worked in the public provident Fund section of the plaintiff branch. During his tenure in the PPF Section he infused lot of confidence and worked in that section for a long time.

(c) The public provident fund scheme was introduced by the Central Government from 01.07.1968, under the Public Provident Fund Act of 1968. The scheme under the said Act enables the members of the public to make contributions to the fund and thereby obtain the Income Tax rebate thereon, under the relevant provisions of the Income Tax Act. The scheme is being operated in 293 branches of the plaintiff bank.

(d) The branches of the plaintiff bank are authorized to open the PPF accounts, from the subscribers and accept remittances to the account. The branches also effect payment as per the provisions of PPF rules. In the plaintiff bank though all its branches were authorized as dealing branches, only 293 branches were acting as dealing branches. These branches maintain individual accounts of subscribers and the transactions are reflected in a current account. (Collection Account).

(e) The plaintiff branch act as a nodal agency to receive credits from the dealing of the plaintiff bank and also reimburses payment made by the dealing branches. The plaintiff branch apart from being a nodal branch also act as a dealing branch and it has its own individual accounts. The plaintiff branch also maintain a consolidated account through which all the transactions of these accounts are routed. The receipts and payments (received and paid) at dealing branches of the plaintiff bank are advised to nodal branch, i.e., the plaintiff branch. At the nodal branch the receipts and payments are passed into the account which are required to be transferred on every Friday and on the last working day of the calendar quarter to the government account without netting. At the plaintiff bank on receipt of advices they are responded to the debit or credit to a pool account where all transactions of the dealing branch of the plaintiff bank are reflected. The amount so collected in this account is transferred to the government. The credits (receipts) are passed on to the government by debiting the collection account and the debits (payment) made to the subscribers are claimed from the Government and on receipt will be credited to the collection account.

(f) The subscribers to the PPF account are permitted one withdrawal per year between, the 6^{th} and 15^{th} year of an amount not exceeding the Fifty percent of the balance to his credit, at the end of 4^{th} year immediately preceding year of withdrawal or 50% of the balance at the end of preceding year whichever is lower, less the amount of loan if any.

(g) The 1st defendant was working in the PPF Section of the plaintiff branch. When he was working in the plaintiff branch in the said section, the 1st defendant has made 359 fraudulent transactions as explained in schedule ‘A’ to the plaint and has caused wrongful loss to the plaintiff bank. By his fraudulent transactions the 1st defendant has made wrongful gain for himself. On account of the fraudulent transactions and acts done by the 1st defendant and from out of the money he made, the 1st defendant has purchased immovable properties in his name and also in the name of his wife and son. The properties purchased by the defendants are described in schedule ‘B’ to the plaint.

(h) The 1st defendant has put through 359 spurious transactions in the PPF account during his tenure in the plaintiff branch. The said transactions are fraudulent in nature. The mode of perpetration and particulars of fraud is as hereunder:-

(i) A subscriber who has not maintained his subscription in accordance with the scheme in any year, by non-payment of subscription or payment of amount less than a minimum of Rs.100/- is ineligible for facility of making partial withdrawal from the account.

(ii) Any subscriber who wants to withdraw will have to give an application in form ‘C’ Annexure III of the scheme duly filled and signed. The withdrawal form after scrutiny will be submitted to the Manager/Accountant or supervisory official for passing.

(iii) The withdrawal will be passed or sanctioned for payment by the Manager/Accountant/Supervisory official after satisfying that the amount to be withdrawn is within the limits prescribed. A receipt from the subscriber in the space provided in form ‘C’ of annexure III is to be obtained after the withdrawal is sanctioned. Suitable entries are to be recorded in the ledger account and the pass book under the authentication of supervising official. After passing, it will be paid either in cash or transfer as per the request of the subscriber. If it is to be paid in cash a token will be issued to the subscriber and the withdrawal form will be sent to the cashier for payment, who will pay cash after collection the token. If the amount to be paid is by transfer, the payment will be made either by crediting to the subscriber’s account with the branch or by means of a draft or a Banker’s cheque as per the request of the subscriber.

(iv) The repayment of amount of subscription together with interest will be made in the normal course only after 15 years from the end of the financial year, in which the initial subscription was made. The procedure for payment by closure of account is similar to the payment in respect of partial withdrawal.

(v) It is respectfully submitted that the 1st defendant was working as an officer in the plaintiff branch, from 19.06.1991 to 29.07.1998 and was in charge of PPF section at the branch. He has put through 359 spurious transactions in PPF account, during his tenure in the branch, aggregating to Rs.9,85,77,558.00. The 1st defendant has violated all the norms and procedure in the matter with the said 359 transactions and has thereby effected 359 spurious fraudulent transaction and has taken benefit from out of it. The plaintiff branch has also individual PPF account opened for its customers. The receipts and payments to these accounts were routed through PPF collection account along with the genuine transactions.

(vi) The 1st defendant has raised large value debits for these accounts as if it were withdrawals/closure of accounts and has shown debit in collection account. The 1st defendant has to make entries in the sub-day book in which he has not done only in order to achieve his illegal object of making money. The 1st defendant has not posted the said debits to the concerned individual ledger accounts of the subscribers of PPF.

(vii) The 1st defendant has not obtained the Form ‘C’ of Annexure III, which is the prescribed application form for withdrawal. The 1st defendant has purposefully with a fraudulent intention not submitted the vouchers for passing by the Manager/Accountant/Supervisory Official.

(viii) None of the debit/credit vouchers bears the signature of the account holder and there is no request for withdrawal in form ‘C’ by the account holder.

(ix) In the said spurious transactions the balance was not available in these individual accounts and the balance as on the date of raising these fictitious debits was very small. The vouchers are in the hand writing of single person i.e., of the 1st defendant who has also passed all such debits and credit vouchers.

(x) All the payments from these transactions are made through office account cheque and in few cases in Demand Draft. In many of the cases, the accounts pertaining the account number, mentioned on the voucher were already found to be closed. The names appearing in the debit vouchers prepared does not tally with the names appearing on the account sheets or the pay order or draft. The 1st defendant has taken advantage of his access to the ledger sheets to manipulate and make entries in the vouchers so that the account number in debit vouchers tally with the ledger sheet. The 1st defendant without following the required procedure has authorized all office account and draft vouchers. The 1st defendant has not followed the required banking procedure and principle of "maker and checker of the instrument are to be different".

(xi) The 1st defendant has not effected the necessary entries in both the individual account of the subscriber and the collection account. Each debit/payment is reflected only in the collection account. This has been done by the 1st defendant to achieve his fraudulent act to put through spurious transactions and has misappropriated the amount by fraudulently withdrawing from the funds/account. The debits of all these fictitious transactions are raised to PPF collection account and the net figure (contrary to the instructions not to net of the figures) in the account after these transactions is passed on to the Government account.

(xii) The 1st defendant has committed fraud by manipulation of accounts. He has grossly failed to make entries in the concerned ledgers. In order that his fraudulent transactions are not discovered, he has purposely mentioned the correct account number of subscribers of plaintiff branch, but has not made the entry in their respective accounts, but he has made total entry in the pool account/collection account. This has obviously been done by the 1st defendant only for the purposes of putting through the fraudulent transactions. After so, making the entries the 1st defendant has himself prepared the slips, checked the same and has obtained cheques and drafts in the names of fictitious persons and has thus collected the proceeds of the instruments either by himself of through others. The 1st defendant has made total entries in the collection account along with genuine transactions because all the daily debits and credits will have to be sent to the Government daily, without netting. By the said act of the 1st defendant, there was not scope for the subscribers of the Bangalore branch to give the complaint as the balance in their account was left untouched. The 1st defendant who has infused the confidence in the plaintiff branch has thus committed the said fraudulent acts and he is guilty of criminal breach of trust.

(xiii) The Drafts and Office cheques pertaining to the 359 transactions were collected by the different banks. However in respect of some transactions Draft had been issued and paid by the certain branches of the plaintiff bank.

(xiv) The 1st defendant has prepared all the vouchers relating to the said transactions and they have been passed by him. Debit vouchers are prepared to the accounts where no balance is available/sufficient balance is not available/closed accounts. Individual accounts are not debited. The 1st defendant had himself handled all the transactions without referring to his superiors in the plaintiff branch for checking and passing. Some of the cheques and drafts are received and acknowledged by him.

(xv) The 1st defendant never used to make entry in the individual accounts but the transactions are shown in the collection account. On account of this no complaint was received from the subscribers, since, their accounts are not operated and there was no difference in their balance.

(xvi) One Sri.Alam Pasha lodged a complaint dt.03.08.2005 regarding a dispute in payment made by him to the 1st defendant. He wanted to know the details of the purchaser of an office cheque bearing No.37435, dt.23.12.1997 for Rs.2,50,000/- in favour of Sri. Alam Pasha.

On verification at the plaintiff branch it was found that the said cheque was issued to the debit of current account PPF collection account being 50% withdrawal of PPF account of Sri. Abdul Latif, minor by Natural guardian and father Sri. Anwar Hussain, PPF account No.2677, L.F. 14/54. Total credits to this PPF account was Rs.10,480/- and above debit of Rs.2,50,000/- was not posted in the ledger account. The proceeds of this payment were paid through an Office account cheque referred above. That the payee's name in the office cheque differed from the name of the account holder. On perusal of CA-PPF collection account (Pool Account) debits for round amount in the same hand writing were observed. An investigation was taken up and 359 transactions of such type amounting to Rs.9,85,77,558.00 were identified. These transactions have taken place between 1991 to 1998. The investigation started on 14.10.2005 and was concluded on 09.01.2006. The plaintiff branch then came to know the fraudulent transactions put forth by the 1st defendant.

(xvii) The amounts collected in the PPF account and disbursed in the PPF account along with all the amounts will have to be given to the government. The 1st defendant by his fraudulent act in putting forth 359 spurious transactions has enriched himself by making unlawful gain for himself and by causing wrongful loss to the plaintiff bank. The plaintiff bank will have to pay to the government along with interest for which interest for which it has already made provision.

(xviii) The 1st defendant has purchased landed properties in Bangalore South Taluk, Yelahanka, Anekal Taluk and in Tirupathi, Ootacmand and various other places. The 1stdefendant, who joined as a clerk and retired as a Deputy Manager, could not have reasonably purchased such vast landed properties. As an employee of the bank, he is expected to file his statement of assets and liabilities. The statement of assets and liabilities filed by him as on 31.03.1988, does not disclose any assets. The 1st defendant has committed fraud and has made properties in his own name and in the name of his wife the 2nd defendant and in the name of his son since deceased. The 1st defendant's assets are disproportionate to his known sources of income.

(xix) The plaintiff has calculated the misappropriated accounts through alleged 359 fraudulent transactions shown in the schedule totally amounting to Rs.9,85,77,558/- and calculated the interest as shown in para No.30 of the plaint at ₹14,69,98,035/- and therefore claimed total amount of

₹24,55,75,593/- along with interest at the rate of 16.25% per annum.

3. Pursuant to the suit summons issued by this Court, the defendants No.1 to 3 entered appearance and filed the written statement. The written statement filed by defendant No.2 is adopted by defendant No.1. Defendant No.3 has filed a separate written statement. In the written statement filed by the defendant No.2, being the wife of the first defendant, has taken up a contention that the plaint does not disclose any cause of action as against the second defendant and therefore the suit is bad for mis-joinder of parties. The defendant No.2 has pleaded that the first defendant took voluntary retirement from the plaintiff bank and retired from service on 31.03.2001. It is contended by her that the plaintiff bank was regularly audited every year and during no year, the audit department has made any comments regarding the working of the first defendant in PPF section. It is also stated that they have not found fault with any of the transactions that have taken place in the plaintiff bank. It is also pleaded that certain officials of the plaintiff bank who were parties to the irregularities alleged in the plaint, if the said irregularities are true, are attempting to make the first defendant a scape goat for their actions,

taking advantage of the fact that the first defendant has taken voluntary retirement and will not be in a position to put forward any defence since he has no access to the documents available in the office of the plaintiff bank. The irregularities and fraudulent acts said to be committed by the defendant No.1 are denied in the written statement. The misappropriation alleged in the plaint is also denied. The purchase of the immovable properties in the name of the defendant No.2 and his son from the misappropriated funds is denied. She has submitted that their son is no more.

4. The defendant No.2 has contended that the suit 'B' schedule properties standing in the name of first defendant are his absolute and self acquired properties. It is further pleaded that the defendant No.1 got retirement benefits of a sum of ₹28 lakhs and he had made savings from out of his salary and through which, he has purchased the properties shown in the schedule 'B'. It is further pleaded that these properties are standing in the name of the defendant No.2 shown in schedule 'B' are the absolute properties of the second defendant which are purchased from her independent income who is also an income tax assessee which are reflected in the income tax returns filed by her. In so far as the property standing in the name of their deceased

son Sri C. Prasad is concerned, it is pleaded that they were purchased by him from his own independent income as he was practising as a doctor and an income tax assessee. It is also stated that he died leaving behind his wife Smt.Anita and therefore, all the properties standing in the name of late Sri Prasad have been inherited by his wife Anitha and the second defendant.

5. The misappropriation of the amount of ₹9,85,77,558/- is also denied contending that the defendant No.1 is not indulged in any such illegality or misappropriation. The manipulation of vouchers along with ledger sheets is denied by defendant No.2 and fraudulent withdrawal of the amount is also denied. It is contended that if he had received payments by himself, the cashier would have noticed the same and reported to higher officials, which has not been done. It is further pleaded that if fictitious persons have received the payments, there is absolutely nothing to link them with the first defendant. In so far as the collection of the cheques pertaining to 359 transactions, it is stated that the first defendant is not aware of it and he is also not aware whether any branches of the plaintiff bank have made payment under the drafts. It is also stated that the first defendant presently was at jail during the time of filing of the

written statement and therefore he had no opportunity to verify the vouchers referred to in para No.24. The preparation of vouchers relating to 359 transactions is also denied by him. It is stated that the course alleged by the plaintiff is not possible because the superiors are bound to check every voucher for passing on every day.

6. In so far as the complaint said to be lodged by one Sri Alam Pasha is concerned, it is pleaded that he was the auditor of the first defendant, he was aware of the transaction of the first defendant and he had prepared the income tax returns. It is stated that because of the some differences between the first defendant and Alam Pasha, he has lodged a police complaint against the first defendant and responsible for exposing the first defendant, his present state of misery and agony. On these contentions, the defendant No.2 has sought for dismissal of the suit by filing this written statement.

7. In the written statement filed by defendant No.3, it has denied the misappropriation or misuse of funds of plaintiff by defendant No.1. It is contended by defendant No.3 that it has purchased item No.6 of plaint 'B' schedule property under a registered sale deed dated 20.12.2006 registered as document No.BNG(U)ANKL.SR/D 2808 of

2007–08 from the first defendant for valuable consideration and it is a bonafide purchaser. It is also contended that it has paid certain money towards payment of sale consideration in respect of item No.1 to 5 & 7 of schedule 'B' properties and therefore, the plaintiff has no right under law to seek sale of said property to recover its alleged dues from the first defendant on the basis of presumptions. It is also contended that even if the defendant No.1 is held guilty for the allegations made in the plaint, the same cannot be linked to the property purchased by this defendant No.3 and therefore the items No.1 to 7 of plaint 'B' schedule property may be deleted.

8. On the basis of the above pleadings this Court has framed the following issues and additional issue:-

ISSUES

1) Whether the plaintiff-bank proves that from 19.06.1991 to 29.07.1998 the defendant No.1 during his employment under the plaintiff misappropriated PPF funds to the tune of Rs.9,85,77,558/- and caused loss to the plaintiff-bank?

2) Whether the plaintiff-bank proves that items No.8, 9, 13 & 15 of the suit schedule properties were purchased by the defendant No.1 in the name of defendant No.2 and item

No.12 & 16 of the suit schedule properties were purchased by defendant No.1 in the name of his son Late C. Prasad and item No.6 of the suit schedule property was purchased in the name of defendant No.1 from the misappropriated funds?

3) Whether the suit is within the period of limitation?

4) Whether the plaintiff is entitled for the suit claim?

5) What order or decree?

Additional issue

1) Whether the defendants prove that items No.6, 8, 9, 12, 13, 15 & 16 of the suit schedule properties were purchased by defendants from their independent source?

9. In support of the case of the plaintiff bank, Asst. General Manager of the plaintiff-bank is examined as P.W.1 and Cashier-cum-Clerk is examined as P.W.2 and got marked Ex.P.1 to 637 documents. On behalf of the defendants, defendant No.1 is examined as DW1 and got marked Ex.D.1 to 52 documents.

10. Heard the arguments.

11. Findings of this Court on the above issues and additional issue are as hereunder:-

Issue No.1 : In the affirmative

Issue No.2 : Partly in the affirmative and partly in the negative

Issue No.3 : In the affirmative

Issue No.4 : Partly in the affirmative

Addl. Issue No.1: Partly in the affirmative and partly in the negative

Issue No.5 : As per final order, for the following:

REASONS

12. **Issue No.1**:- It is not in dispute that the defendant No.1 joined the plaintiff bank as a Clerk on 17.02.1966, he was promoted to the Officers' cadre on 01.04.1977, promoted as Deputy Manager on 01.08.1989 and worked in the Public Provident Fund Section of the plaintiff branch from 19.06.1991 to 29.07.1998. It is the contention of the plaintiff that when he was working in the plaintiff branch in PPF section from 19.06.1991 to 29.07.1998, he has put through 359 spurious transactions wherein he has diverted a total sum of Rs.9,85,77,558/- by preparing fake vouchers and misappropriated it. The details of the spurious transactions made by the defendant No.1 are explained by the plaintiff in the tabulated form as hereunder:-

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUNT Rs.	O/C NO. & PAID DATE	CLEARING BANK
1.	133	696/1/133 07.06.97	S.Shivaraj	G.A.Shivaraj	9,98,750	29855 04.12.97	Vijaya Bank, Vidya Nagar
2.	191	1908/11/184/ 07.06.97	P.K.Balakrishna	N.Balakrishna Naidu	13,56,947	841856 10.06.97 8	Andhra Bank, Basavanagudi
3.	192	1909/11/186/ 07.06 97	Smt.Lakshmidevamma	M.S.Rajendra Naidu	9,81,423	841858 12.06.97	Central Bank of India, Sarakki Layout
4.	193	1910/11/188/ 07.06.97	Babu J.M. Kavalom	Chinna swamy Naidu	7,49,548	841857 12.06.97	Central Bank of India, Sarakki Layout
5.	194	163140/54/ 07.06.97	Dr C.Bhaskar	T. Bhaskar	11.62,539	841859 11.06.97	Central Bank of India, Commercial Street
6.	196	1618/10/31/ 09.06.97	R.S.Kumar	R.S.Kumar	5,96,127	841875 12.06.97	LVB, Jayanagar
7.	197	1620/10/33/ 09:06.97	B.Ramesh Rao	R.Rama Rao	9,31,543	841876 11.06.97	Dena Bank, J.C.Road Branch
8.	198	2417/14/35/13. 06.97.97	S.Prabhakar	B.Prabhakar Naidu	8,53,714	841894 18.06.97	Central Bank of India, Sarakki Layout
9.	199	2955/16/311/	M.Jayaprakash	A.JayapalNaldu	5,68,159	841893	Central Bank of India,

		13.06.97 .				18.06.97	Sarakki Layout
10	216	1226/2/135/ 22.0 4.97	D.R. Venugopala Rao	M.Krishna Murthy	4,76,385	841293 24.04.97	Karnataka Bank Garden Wilson
11	217	1722/10/193/ 22.04.97	T.V Prasanna Kumar	Shoba Rani	5,04,238	841297 24.04.97	Karnataka Bank Ashok Nagar
SLI NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUNT Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
12	218	1785/10/230/	P. Brahmananda Sharma	M.R.Babu	6,19,830	841291 24.04.97	Canara Bank, South End Road
13	219	22.04.97	A.N.Basavarajappa	DR.Rao	4,94,198	3841126 04.04.97	Catholic Syrian Bank Brigade Road Nagar
14	220	157/1/13/03.04. 97	Muralidhar Jagannivas	Kumar	8,06,365	5841125 04.04.97	Lakshmi Vilas Branch Service Branch
15	221	394/1/15/	Sajani Krishna Chand	N.Balakrishna Naidu	8,34,927	841132 04.04.97	Andra Bank, N.R.Rod
16	222	435/1/68	Venkata Narasimhajah	Sankaranarayan	5,19,437	841121 05.04.97	SriMVishweshwaraiah Co-Operatve Bank SMR Branch
17	223	569/1/98	T. M.Basavaraju	B.Prabhakara Naidu	7,93,635	5841119 04.04.97	Central Bank of India SarakkiLaout Bangalore
18	224	756/1/165	K.S. Vasudeva Murthy	N.Balakrishna	4,65,073	841131	Dena Bank, J.c Road

				Naidu		04.04.97	
19	225	761/1/193	Rajashekar	M.V.R.Kishan	4,80,563	841123 04.04.97	Syndicate Bank Sheshadripuram
20	226	857/2/11	Kamala S.B.	R.Ramarao	9,75,836	841130 05.04.97	Dena BnkJ.C.Road
21	227	1129/2/60	K.M.Raju	M.S.Rajendra Naidu	7,36,354	-841120 05.04.97	Corporation Bank, Srinagar, Bangalore
22	228	1195/2/73	Thanmal Manaji	M.Anithia	5,69,448	841122 05.04.97	Dena Bank, Jayanagar,
23	229	1213/2/85	N.Jagannathaiah	R.Sujatha	6,24,164	841129 05.04.97	State Bank of India ,JP.Nagar
SL INO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUNT Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
24	230	1489/9/17	M.R.Jayakumari	Ananda Babu	7,80,648	841133 05.04.97	Andhra Bank Chickpet
25	231	1536/9/87	N.R.Panditharadhaya	Chinnaswamy Naidu	8,19,352	841124 07.04.97	Corporation Bank Srinagar, Bangalore
26	232	1468/9/13	Dr.M.N.Prakash	C.Srihari	5,95,436	841128 05.04.97	Karnataka Bank Sarakki Layout
27	233	1597/9/108	J. Venkateshalu	A.Jayapal Naidu	5,04,564	841127	Central Bank of India,

						04:04.97	Sarakki Layout
28	257	2/96/1037 04.12.96	M.P. Girish F& NG M.M. Parthasarathi	Sudha	6,14,573	-79138 06.12.98	Vysya Bank Ltd., Somanahally
29	259	2/38/689	M.Narasimhaiah	T. Ramaswamy Reddy	9,85,427	79140 06.12.96	Vysya Bank Ltd., Somanahally
30	268	2/138/1234	K.N.Srinivasa Rao	K. Gajendran	5,06,416	079130 04.12.96	Indian Bank, Koramangala
31	269	2/72/1062	Tirthadas Basharam	TS. Karuppiah	7.93.584	079131 04.12.96.	Indian Bank, Koramangala
32	273	954	H.V.Seshappa	T. Ramaswamy Reddy	7,35,470	078500 03.10.96	Indian Bank, Koramangala
33	274	1283	S.N.Tayur	Narayana Reddy	5,64,530	078602 03.10.96	Indian Bank, Koramangala
34	288	541/14.09.96	J.Shyam Sunder	L. Keshava Reddy	7,10,470	076786 19.9.96	Karnataka Bank Kormangala
35	289	1287	L.P.Shyam	K Muniraju	2,89,530	076787 19.9.96	Karnataka Bank Kormangala

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUNT Rs.	O/C NO. & PAID DATE	CLEARING BANK
36	290	1794/01.08.96	N.P.Srinath.	G.Geetha	5,83,951	075864 03.08.96	Bank of Madura Basavarnagudi
37	291	1583	T.D.Shilpa	Y. Jairarn	7,91,549	075865 07:08.96	Canara Bank, Ulsoor
38	294	1593/19.08.96	Vinod Raj P.Shah	G.Venkatesh	4,54,965	5076309 22.8.96	UCO Bank, City Branch
39	295	1867	Chandrakanth M.Raghavi	R. Munikrishna. Naidu	2,45,035	5076310 21.8.96	Karnataka Bank, Basavanagudi
40	296	1427	Purushothama T.Batija	T.Ramaswamy Reddy	2,71,946	076312 20.08.96	Indian Bank, Koramangala
41	297	945	N.Kusuma	T.V.Narasimhulu	7,28,054	076313 20.08.96	Indian Bank, Koramangala
42	306	1256	S. Purushotham	D Venkatesh Reddy	3,95,135	574309 11.6.96	Karnataka Bank, Subash nagar
43	307	837	B Shridhar Rao.	C.Thimma reddy	6,04,865	574310 17.6.96	Karnataka Bank, Subash Nagar,

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUNT Rs.	O/C NO. & PAID DATE	CLEARING BANK
44	308	865/24.06.96	G.L.Latha	M.Narayana Reddy	5,19,840	574521 26.6.96	Indian Bank, Koramangala
45	309	1538	N.N.Suvarna	T. Ramaswamy Reddy	2,86,450	574522 26.6.96	Indian Bank, Koramangala
46	311	491	C.R.Vasudev	T.S.Karuppiah	4,28,560	574524 26.6.96	Indian Bank, Koramangala
47	314	2173/ 24.06.96	K.Prakash Guptlia	D.R.Nagabhusan	2,65,150	574525 26.6.96	Indian Bank, Koramangal
48	319	1487 2.2.96	Lokanatlı Singh	Y.Jairam	5,87,140	773572 7.2.96	Canara Bank, Ulsoor
49	320	2517	N. Vijendra	R.Munikrishna	1,04,170	773575 6.2.96	Canara Bank, Basavanagludi
50	321	1836	Anil Kumar Amritlal	R. Munikrishna	3,95,830	773576 6.2.96	Karnataka Bank Basavanagudi
51	323	1038/ 09.02.96	$ Sudarshan	M. Ranganath	4,82,750	777720 12.2.96	Karnataka Bank, Basavanagudi

52	324	1530	S.S.Nayak	T.Ramachandra Naidu	5,73,420	777721 12.2.96	State Bank of India,
53	325	1643.	Nayana. J. Patel	C. Munirathnam	7,93,830	777722 12.2.96	Srimagar,
54	326	2045	P.N.Reddy	Nataraj	68,530	777723 12.2.96	Bangalore
55	331	1548	K.Sridhar Kamath	T.Ramaswamy Reddy	2,61,825	778102 23.2.96	Karnataka Bank, Basavanagudi
56	332	22.02.96 683	Patric Anthony	M.Narayana Reddy	7,38,175	778103 23.2.96	Federal Bank, Bashyam Nagar, Bangalore
57	337	2156 22.01.96	Jayalakshmi shetty	D.R. Nagabushan	1,57,150	773273 24.1.96	Indian Bank, Koramangala
SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUNT Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
58	338	1634 22.01.96	G. Lakshminarayana Setty	D.R. Nagabushan	3,42,850	773274 24.1,96	Canara Bank, Kalasipalyam
59	358	1998/11/34 0	S.R. Venkatesh	Venkateshwaralu K	9,70,638	DD 133940	DD on SBM Tirupathi
60	360	28.7.97	A.N.Rana Rao	M.Vijaya	3,99,547	841538	Canara Bank, Southend

		1395 7.5.97				08.05.97	Road
					3,64,50,558		

SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUNT Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
1.	1	1215/9/109 23.7.98	Vitthal bai Moti bal Patel	V.Sambashiva. Rao	2,30,000	35850 24.07:98	SBM, Wilson Garden
2.	2	1235/9/144	Dr.Y.S.Radhakrishna. (Deseased)	N. Sailaja	2,70,000	35851 24.07.98	SBI, Wilson Garder
3.	3	1442/11/137	A.Ramaswamy	V. Srinivas	2,70,000	35852 24.07.98	Canara Bank, South End
4.	4	1519/12/52	A.R.Manjunath	K.V.Durga Prasad	2,70,000	35853 24.07.98	Canara Bank, South End
5.	5	1539/12/147	N. V.Sumitra	M.R.Babu	2,30,000	35854 24.07.98	Canara Bank, South End
6.	6	1692/15/37	Ravindranath	C.S.Rani	2,30,000	35855 25.07.98.	Indian Bank, Malleshwaram
7.	7	506/1/140 13.7.98	D.R.Balachandran.	K.C. Vijayakumar	3,00,000	35526 15.07.98	Vysya Bank, Jayanagar

8.	8	1266/2/132	D.A. Datta Srinivas	K.C.Vimala	1,00,000	35528 15.07.98	Vysya Bank, Jayanagar
9.	9	2144/12/96	Franklin Mendonca	C. Susheela	1,00,000	35527 15.07.98	Vysya Bank, Jayanagar
10.	10	1618/10/30 1.7,98	R.S.Kümar	J.Kumar	1,30,000	35146 03.07.98	Karnataka Bank, Kormangala
SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUNT Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
11.	11	2035/12/70	M. Rajashekaraiah	V.Rajashree	1,20,000	35147 03.07.98	Indian Bank, Koramangala
12.	12	2647/15/94	Sheela Gopal	C.Susheela	1,00,000	35148 03.07.98	Vijaya Bank, Koramangala
13.	13	2686/15/17	B.C. Shivakumar	S. Shivashankar	1,50,000	35145 03.07.98	Karnataka Bank, Koraman
14.	14	1594/9/330 15.6.98	H.Susheelamma	K.Susheela	1,75,000	34674 17.06.98	Indian Bank, Koramangala
15.	15	2346/13/29	Vijayakumar Poddar	K.C. Vijayakumar	2,50,000	34673 17.06.98	Canara Bank, Koramangala Layout

16.	16	2425/14/50	Vimala Bai R	K.C.Vimala	2,20,000	34675 17.06.98.	Karnataka Bank, Koramangala
17.	17	2434/14/68	Anitha V	K.C.Anitha	1,70,000	34677 17.06.98	Karnataka Bank, Koramangala
18.	18	2085/12/86	K.Lalitha bai	K.C.Lalitha	1,85,000	34676 17.06.98	Karnataka Bank, Koramang
19.	19	2024/12/48 8.6.98	Chitra Suresh	Dr. Chitra Ramamu	1,00,000	34540 12.06.98	Central Bank Jayanagar of Extn.Bra R.V.Road, Bangalore
20.	20	2021/12/46	Gopalakrishna.M. Ganiga	Dr. B.Rama Murthy	1,00,000	34539 12.06.98	Central Jayanagar Bank of Ir Extn.Bra R.V.Road, Bangalore
21.	21	1037/2/62 1.6.98	N.P.Girish	G. Girish	2,75,000	34341 03.06.98	Indian Overseas Bank, Block, Jayanagar
SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUN T Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
22.	22	1497/9/17	Gajendu Singh Khurana	K. Gajendran	4,00,000	34339 03.06.98	Indian Overseas Barik, Block, Jayanagar ,

23.	23	1774/10/308	Dr. Geetha Jayaram	G. Geetha	3,25,000	34340 03.6.98	Indian Overseas Bank, Block, Jayanagar
24.	24	2749/15/300 15.5.98	B.L. Radhakrishna	B.V.Ravikumar	2,00,000	34005 19.05.98	Karnataka Bank, Basavanagudi
25.	25	2390/13/382	Master Yogendra Bagree	Yogesh K. Prahladka	2,00,000	33881 04.05.98	Canara Bank, 1.P. Nagar 2nd Phase
26.	26	2093/12/203 5.5.98	K.Susheela	C.Susheela	2,60,000	33821 08.05.98	Vijaya Bank, Koramangala
27.	27	2346/13/294	Vijaya Kumar Poddar	K.C. Vijayakumar	2,20,000	338191 08.05.98 98	Indian Bank, Koramangala
28.	28	3074/17/148	B.Rajeshwari	V Rajashree	2,35,000	33820 08.05.98	Indian Bank, Koramangala
29.	29	3281/18/164	M.D. Shivashankar	S.Shivashankar	2,85,000	33822 08.05.98	Karnataka Bank, Koramangala
30.	30	739/1/205/ 18.5.98	V.G. Vijayakumar	K.C. Vijayakumar	4,50,000	34039 21.05.98	Vysya Bank, Jayanagar,
31.	31	1228/2/57	Vimala C.Shah	K.C.Vimala	3,75,000	34038 21.05.98 .	Vysya Bank, Jayanagar,
32.	32	1594/9/330	H. Susheelamma	C.Susheela	4,00,000	34035 21.05.98	Vysya Bank, Jayanagar

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUNT Rs.	O/C NO. & PAID DATE	CLEARING BANK
33.	33	2085/12/186	K.Lalitha Bal	K.C. Lalitha	4,25,000	34037 20.05.98 .98	Kamataka Bank, Koramangala
34.	34	2213/13/26	Anil Gupta	K.C.Anitha	3,50,000	34036 21.05.98	Vysya Bank, Jayanagar
35.	35	1565/9/282 21.5.98	G.V.Vijaya	M. Vijaya	2,45,000	34138 23.05.98	Canara Bank, South End
36.	36	1770/11/302	C.S.Lakshmanaiah Setty	N. Lakshminarayana	2,67,000	34136 23.05.98	SBI, Wilson Garden
37.	37	1997/11/338	M.H.Sambasiva Rao	V. Sambasiva Rao	2,53,000	34137 23.05.98	SBM, Wilson Garden
38.	38.	2055/12/120	Dayavanthi 7. Hinduja	K.V. Durga Prasad	2,35,000	34139 23.05.98	Canara Bank, South End
39.	39.	2831/18/30 7.4.98	Anand Agarwal	C.S.Ananda Rao	3,00,000	33202 16.04.98	SBI, Kumara Park
40.	40	1798/10/346 3.4.98	T.M.A.Ahmed Hussain	A. Alam Pasha	2,50,000	40100 06.04.98	Canara Bank, Indiranagar Bangalore
41.	41	3245/18/90/ 7.4.98	Anand Padki	C.S. Ananda Rap	2,00,000	33201 18.04.98	SBI, Kumara Park

42.	42	1621/10/34 11.4.98	H.L.Srinivas	M.Sreenivas	1,90,000	33211 13.04.98	Lakshmi Vilas Bank, Jalahally Bangalore
43.	43	1766/10/292	V. Gopalakrishna	D.Gopalakrishna	1,70,000	33212 13.04.98	Vijaya Bank, Jalahally
44.	44	1894/11/160	M.G. Venkatesh murthy	M.Venkatasubba iah	2,40,000	33213 13.04	Canara Bank, Gokul Branch
SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUNT Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
45.	45	1997/11/336	M.H.Sambasiva Rad	M.Sreenivas Rao	2,30,000	33214 13.04.98	Corporation Bank, S.C.R
46.	46	2474/14/154	Kavitha	S.Kalpana	1,70,000	33215 13.04,98	Apex Bank Ltd Basaveshwaranagar branch
47.	47	1824/11/38 21.4.98	M.Ramacharidra	Ravi Ramachandran	4,00,000	33543 23.04.98	Brat
48.	48	2085/12/186	K.Lalitha Bai	K.C.Lalitha	2,35,000	33544 23.04.98	SBM, HAL IInd Stage
49.	49	2139/12/304	K.Vimala	K.C.Vimala	2.65,000	33545 23.04.98	Karnataka Bank, Koramangala
50.	50	2142/12/310	N.Kumar	1. Kumar	2,30,000	33546 23.04.98	Karnataka Bank, Koramangala

51.	51	2226/13/52	T.C.Jaiprakash	B.S. Jayaprakash	3,00,000	33547 24.04.98	Karnataka Bank, Koramangala
52.	52	2434/14/68	Smt.Anitha.V	K.C.Anitha	2,70,000	33548 23.04.98	Karnataka bank Yeshwanthpur
53.	53	1176/2/108 2.4.98	S.N.Shivashankar	S.Shivashankar	3,00,000	40033 04.04.98	Karnataka Bank, Koramangala
54.	54	1594/9/330	H.Susheelamma	C.Susheela	2,00,000	40034 04.04.98	Indian Bank Koramangala
55.	55	1618/10/30	R.S.Kumar	K.C. Vijayakumar	3,00,000	40035 04.04.98	Indian Bank Koramangala
SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUNT Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
56.	56	1884/11/146	K.Rajalakshmi	V. Rajashree	2,00,000	40036 04.04.98	Indian Bank, Koramangala
57.	45	1476/9/132 16.3.98	D.S. Rajalakshmi	V.Rajashree	2,50,000	39611 18.03.98	Karnataka Bank, 9th Block Jayanagar
58.	58	1594/9/330	H. Susheelamma	C.Susheela	2,50,000	39612 18.03.98	Karnataka Bank, 9th Block Jayanagar

59.	59	1618/10/30	R.S.Kumar	3.Kumar	2,50,000	39610 19.03.98	Karnataka Bank, Koramangala
60.	50	1694/10/172	K.Vinaya Kumar	K.C.Vijaya Kumar	5,00,000	39608 18.03.98	Karnataka Bank, 9th Block Jayanagar
61.	61	1798/10/346	T.M.A.Ahamed Hussain	Alam Pasha	2,50,000	39613 18.03.98	Canara Bank Indiranagar, Bangalore
62.	62	1176/2/188 20.3.98	S.N.Shivashankar	S.Shivashankar	2,70,000	39708 23.03.98	Indian Bank, Koramangala
63.	63	1594/9/330	H.Susheriamma	C.Susheela	2,35,000	39706 23.03. 98	Indian Bank, Koramangala
64.	64	1618/10/30	R.S. Kumar	J.Kumar	2,30,000	39707 23.03.98	Indian Bank, Koramangala
65.	65	1884/11/146	K.Rajalakshmi	V.Rajashree	2,65,000	39705 23.03.98	Indian Bank, Koramangala
66.	66	1489/9/154 24.3.98	M.R.Jayakumari	K.J.Jothiram	1,00,000	879516 26.03.98	Corporation Bank, Srinagar, Bangalore

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67.	67	1621/10/34	H.L.Srinivas	V.Srinivas	1,10,000	39799 27.03.98	Canara Bank, South End Road

68.	68	1729/10/234	S.K.Devangavi	K.C.Durgaprasad	1,92,000	39801 27.03.98	Canara Bank, South End Road
69.	69	1784/10/328	L.Venkateshan	M. Vijaya	1,98,000	39800 27.03.98	Canara Bank, South End Road
70.	70	2041/12/82 5.3.98	V.L.Vidyashankar	K.C. Vijayakumar	2,75,000	39420 07.03.98	Indian Bank, Koramangala
71.	71	2693/15/187	Prabha Suresh	C. Susheela	2,25,000	39421 07.03.98	Vijaya Bank, Koramangala
72.	72	2218/13/26 5.2.98	Dorothy Saldanha	C.D.Naidu	1,00,000	38900 07.02.98	SBM, J.C.Road
73.	73	1618/10/31 4.2.98	R.S.Kumar	V.C.Kumar	2,50,000	38825 06.02.98	Canara Bank, Gokul, Bangalore
74.	74	1583/9/312 9.2.98	T.D.Shilpa	N.Sailaja	2,30,000	38942 11.02.98	SB1, Wilson Garden
75.	75	1611/10/16	N.G.Srinivas	N.Srinivas	1,70,000	38941 12.02.98	LVB, Jalahally
76.	76	1843/11/70	Shobha S.Nayak	Shobha Rani	1,10,000	38944 12.02.98	Kamataka Bank, Ashok Nagar
77.	77	2018/12/36	Ramesh Hariram	M.R.Babu	2,25,000	38943 11.02.98	Canara Bank, South End Road

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUNT Rs.	O/C NO. & PAID DATE	CLEARING BANK
78.		2037/12/74	Ritu Wadhwa	C.S.Rani			Indian Bank, Malleshwaram
79.		2554/14/314	Beebi Mamman	V. Sambasiva Rao			SBM, Wilson Garden
80.		1459/9/100 2.2.98	B.Rangaiah	R.Ranga Rao			DD on SBM, Vijayawada
81.		1580/9/306	Satish Shah	B. Srinivasalu Naidu			Vijaya Bank, Sarakki (JP)
82.		1713/10/204	Syed Ahamed Shahabuddi	R.Sridevi			DD on SHM, Vijayawada
83.		1935/11/226	O.R.Sathyanarayan	K. Sathyanarayana			DD on SBM, Vijyawada
84.		2014/12/28	5.G. Venkatesh	R. Venkataramaiah			DD on SBM, Vijyawada
85.		2188/12/402	T.E.Chathura	R.Chittamma			DD on SBM, Vijyawada
86.		167/1/23 01/01/98	D.L.Suresh Babu	Suresh			SBM, market yard , Yeshwanthpur
87.		373/1/150	V. Prasanna Bhat	Prasanna			Karnatka Bank Wilson Garden
88.		254/1/64	S. Nazir Ahmed	Nazeer			Amanath Co-op. Bank Basavanagudi
89.		649/2/63	H.R.Suryanarayana	A.			SBM, Malleshwaram

				Suryanarayana			

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUNT Rs.	O/C NO. & PAID DATE	CLEARING BANK
90.	90	871/2/126	Lakshminarayanappa	N.Lakshminarayan	1,90,000	37914 03.01,98	SBI, Wilson Garden
91.	91	928/2/238	S.V.Venkatesh	M.Venkateshwara Rao	75,000	37919 02.01.98	Syndicate Bank, Jayanaga
92.	92	979/2/316	S.Babu	M.R.Babu	1,90,000	37913 03.01.98	Canara Bank, South End Road Konanaku
93.	93	1688/10/146	K.Nandakumar	G.Jayaram	50,000	37920 03.01.98	Union Bank of India, Bangalore-83 Canara Bank, Bangalore
94.	94	1966/11/286	Dr.M.Narayana Reddy	Narayana Reddy	50,000	37921 05.01.98	Canara Bank, J.P.Nagar 2 2nd Phase
95.	95	3523/21/46	G.S.Sathyanarayana	Doral	1,50,000	37915 22.01.98	Dena Bank, Jayanagar
96.	96	1581/9/308 7.01.98	M.V.Muniyappa	Muniyappa	1,56,000	380174 09.01.98	Bharat Co-op Bank Jayanagar, Bangalore
97.	97	1673/10/136	A.Prabhakara	Parthasarathy	3,20,000	38175	SBM, SMC, Jayanagar

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUNT Rs.	O/C NO. & PAID DATE	CLEARING BANK
						13.01.90	
98.	98	2092/12/201	Vasantha	Vasantha Kumar	1,50,000	38177 13.01.98	Canara Bank Bangalore Yediyur
99.	99	1819/11/32	R.Premkumar	Prasanna Kumar	3,20,000	38176 13.01.98	Canara Bank Bangalore Yediyur
100.	100	2608/15/17	M.V.Mahabaleshwar	Muni Marappa	1,00,000	38178 13.01.98	Canara Bank, Konanakunte, Bangalore

SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUN T Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
101.	101	1542/9/244 8.1.98	M.N.Narayan	T.Narayan	38,000	38196 22.01.98	Central Bank of India, Sarakki Layout
102.	102	1673/10/136	A.Prabhakara	B.Prabhakara Naidu	2,25,000	38197 22.01.98 05.02.98	Central Bank of India, Sarakki Layout
103.	103	1680/10/149	B.R.Shankar	T.Shankar	2,20,000	38198 22.01.98	Central Bank of India Subramanyapura Layout
104.	104	1825/11/40	Jayarama Reddy	R:Jayarama Reddy	1,50,000	38199 15.01.98	Canara Bank, Begur Bangalore
105.	105	1885/11/146	C.N.Muni Mallasah	Muniswamappa	2,00,000	38200 15.01.98	Canara Bank Konankunte

106.	106	2032/12/64	Smt. K.Lakshmikantha	Lakshmikanth	1,50,000	38201 22.01.98	SBM, IIIrd Block, Jayanaga
107.	107	3056/17/112	H.M. Thammanna Gowda	T.Thammaiah	50,000	38202 16.01.98	Central Bank of India Subramanyapura
108.	108	2168/12/362	B.Lokanath Singh	Lakshmamma	1,80,000	38231 11:02.98	Syndicate Bank, Banashankari
109.	109	1487/9/152 9.1.98	M.N.Narayan	Narayana	5,00,000	38235 16.01.98	Vijaya Bank, Sanki Road Bangalore
110.	110	1542/9/244	J.Amrutha raju	Alumelamma	2,00,000	38230 22.01.98	Bharat Co-op Bank L Jayanagar, Banglaore
111.	111	1683/10/154	S.Krishna Murthy	M.L.Krishna	2,00,000	38233 16.03.98	LVB, Jayanagar, Bangalore
112.	112	1972/11/296	M.S.Raghavan	Raghava Battar	1,91,000	38232 05.02.98	Sir. M. Visveshwaraiah Op.Bank, J.P. Nagar ranch
SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUNT Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
113.	113	2912/16224	P.S.Chidambaran	Chidananda	2,00,000	38234 17.03.98	Karnataka Bank, 9th B Jayanagar
114.	114	2938/16/276	Ekta Nagpal	Elfamma	1,50,000	38229 20.02.98	Vijaya Bank, Palace Guttah Bangalore

115.	115	1845/11/74 15.198	D.Krishnaiah Shetty	M.Krishnappa	5,00,000	38362 10.03.98	Bank of Baroda, Byrasahi Bangalore-11
116.	116	2374/13/350	Motilal Jain	Munowamappa	1,00,000	38359 24.03.98	Dena Bank, Jayanagar
117.	117	1889/11/56	T.L.Raghavendra Rao	V.K.Ananda Naidu	4,25,000	38360 20.03.98	Bank of Baroda, Byrasanı Bangalore
118.	118	2162/12/350	K.Nagappa Billava	A.Narayana	2,75,000	38361 24.03.98	Dena Bank, Jayanagar
119.	119	1620/10/32 27.1.98	B. Ramesh Rao	Ramesh	50,000	38580 31.01.98	Syndicate Bank, Peeriya, Stage
120.	120	1425/9/140	G.R.Vijayalakshmi	M.Vijaya	1,87,000	38581 28.01.98	Canara Bank, South End Road
121.	121	1611/10/16	N.G.Srinivas	V.Srinivas	1,90,000	38582 28.01.98	Dena Bank, South End Road
122.	122	2593/14/395	K.Krishna Naik	M.Krishnappa.	40,000	38583 31.01.98	Syndicate Bank, Banashank
123.	123	1893/11/158	Mrs.Hemanthika A Patel	Hemachandra	2,00,000	38584 31.01.98	Canara Bank, Banashani IInd Stage
124.	124	1449/9/81 1.12.97	Kanthilal Ravilal Shah	T.S. Karuppaiah	3,75,000	29796 03.12.97	Canara Bank, Kalasipatyam

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUNT Rs.	O/C NO. & PAID DATE	CLEARING BANK
125.	125	1658/10/108	P.K.Nagaraja Rao	D.R.Nagabhushan	2,00,000	29799 03.12.97	Canara Bank Kalasipalya
126.	126	1966/11/286	Dr.M.Narayana Reddy	Narayana Reddy	2,50,000	29797 02.12.97	Indian Bank , Kormangala
127.	127	2090/12/196	K.Gajendran	K.Gajendran	4,25,000	29798 03.12.97	Indina Bank K.R.Road Bangalore
128.	128	1855/11/92	P.Chitra Devi	Dr.Chitra H	1,00,000	29856 04.12.97	Central Bank of India Jyanagar, Extn Branch R.V.Road
129.	129.	2163/12/215	Chetan Bharath	Dr.Ramamurthy Bingi	1,00,000	29857 04,12:97	Central Bank of India Jyanagar, Extn Branch R.V.Road
130.	130	1836/11/57 9.12.97	Anil Kumar Amrit Lal	G.R.Anjaneyalu	50,000	30132 11.12.97	Bank of India Vijayanagar
131.	131	2370/13/142	V.N.Srinivas	8.Srinivas	2,85,000	30133 11.12.97	Canara Bank, South End Road
132.	132	2452/14/108	Smt. K.P.Shetti	N.Shylaja	2,15,000	30134 11.12.97	SRI, Wilson Garden
133.	134	2677/15/154 23.12.97	Abdul Latif	A. Alam Pasha	2,50,000	37435 26.12.97	Canar Bank , Indiranagar
134.	135	2050/12/108	T.V.Mukund	Mukunda	4,25,000	37561	Karnataa Bank , Regional

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUNT Rs.	O/C NO. & PAID DATE	CLEARING BANK
		26.12.97				31.12.97	Office, Bangalore
135.	136	2236/13/52	Latha Kushal Dharmshi	Jaiprakash Hegde	4,00,000	37562 31.12.97	Karnataa Bank , Regional Office, Bangalore
136.	137	1593/9/328	Vinod Raj P Shah	Vinod Shenoy	3,75,000	37563 31.12.97	Karnataa Bank , Regional Office, Bangalore
137.	138	2243/13/86	Aravind Gupta	Aravind Bijor	3,00,000	37564 31.12.97	Karnataa Bank , Regional Office, Bangalore
138.	139	1821/11/34 29.12.97	M.Raja Rao	S Ramachandra Naidu	6,00,000	37633 30.12.97	Karnataka Bank Basavangudi
139.	140	2067/11/48	5.Kodandaramaiah	A. Koteswara Rao	1,20,000	DD153961	DD ON SBM Vijayawada
140.	142	2132/13/98 16.12.97	N.V.Surya Prakash	K.R.Ramamurthy	2,00,000	37260 18.12.97	Corporation Bank , Chamarajpet
141.	143	1060/2/98/ 03.11.97	L.Vijaya	M.Vijaya	2,00,000	29075 06.11.97	Canara Bank South End Road
142.	144	1621/10/34/ 03.11.97	H.L. srinivas	N. Sinivas	1,75,000	29076 07.11.97	LVB Jalahally
143.	145	1869/11/16/ 03-11.97	C.S., Gopalakrishna	D Gopalakrishna,	1,25,000	29077 06.11.97	Vijya Bank , Jalahally

144.	146	1572/9/304 06.11.97	L.Sahana	MP Subramanya Naidu	2,00,000	29146 08.11.97	Karnataka Bank Basavangudi
145.	147	2086/12/94/ 06,11.97	E.Ramachandralah Chetty	K.R.Ramamurth y	1,00,000	29145 11.11.97	Corporation Bank Chamrajpet
SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUN T Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
146.	148	819/2/15/03.10.97	DT.Shankar	5. Shankar	2,00,000	28176 04.10.97	Karnataka Industrial Co-Op Bank City Bangalore
147.	149	1156/2/254 08.10.97	K. Lakshmi barayana Rao	N.Lakshminara yana	2,27,000	28357 13.10.97	SBI Wilson Garden
148.	150	979/2/31/08.10.97	S.Babu	MR Babu	2,73,000	28356 13.10.97	Canara Bank, South End Road
149.	151	2819/16/38 15.10.97	Janardhan. K	V.Janardhan	1,00,000	28469 17.10.97	Canara Bank , Subramanyanagar
150.	152	1169/2/275 15.10/97	K.P.Ramachandra	Ravi Ramachandran	3,42,000	28470 27.10.97	SBM HAL 2ND Stage
151.	153	1729/10/234 15.10.234	S.K.Devangavi	Deenadayalan R	2,58,000	28471 17.10.97	Indian Bank, Ulsoor
152.	154	1826/11/59 15.10.97	T.N.Narendra	Narasimhulu TV.	3,17,000	28472 18.10.97	Tamil Nadu Merchantile Bank , Bangaloer City Branch
153.	155	1497/9/161 15.10.97	Gajendu singh Khurana	Gajendran. K	1,83,000	28473	Tamil Nadu Merchantile

						16.10.97	Bank , Bangaloer City Branch
154.	156	1611/10/17 01.09.97	N.G. Srinivas	M.Srinivas	1,58,000	25297 03.09.97	LVB Jalahally Bangalore
155.	157	1682/10/152 01.09.97	P. R. Srinivasan	N.Shylaja	2,28,000	25298 03.09.97	SBI, Wilson Garden
156.	158	1960/11/274 01.09.97	Shylaja Srinivasa	V. Srinivas	2,72,000	25295 03.09.97	Canar Bank, South End Road, Bangalore
SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUN T Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
157.	159	2181/12/388 01.09.97	S.Sambath	V.Sambasiva rao	2,42,000	25296 03.09.97	Canara Bank , Subramanyanagar
158.	160	1828/11/46 08.09.97	VJanardhanan	V..Janardhanan	2,97,000	26173 10.09.92	Tamil Nadu Merchantile Bank , Bangaloer City Branch
159.	161	2913/16/226 /08.09.97	S.Narasimhulu Chetty	T.V. Narasimhulu	4,25,000	26174 09.09.97	Tamil Nadu Merchantile Bank , Bangaloer City Branch
160.	162	3219/18/37 08.09.97	R.Naravana swamy	R.Narayana swamy	4,78,000	26175 09.09.97	Tamil Nadu Merchantile Bank , Bangaloer City Branch
161.	163	2090/12/196 23.09.97	K. Gajendran	K.Gajendran	2,15,000	27995 24.09.97	Tamil Nadu Merchantile Bank , Bangaloer City Branch
162.	164	2913/16/226 23.09.97	S. Narasimhulu Chetty	T.V. Narasimhula	1,85,000	27994 24.09.97	Syndicate Bank Ulsoor

163.	165	931/2/42/ 01.08.97	CRIndumathi	V.Iniyan	50,000	19693 04.08.97	Bank of Madura, Basavangudi
164.	166	1522/9/208 01.08.97	G.R.Shantha ram	R.Shantha	1,00,000	19692 05.08.97	SBM, Wilson Garden
165.	167	1751/10/268 01.08.97	A. Satish	V. Sambashivarso	2,72,000	19691 02.08.97	SBI, JP Nagar
166.	168	2163/12/352 /01.08.97	Chetan Bharat	T.V.P.Chowdry	3,00,000	19690 04.08.97	Apex Bank LTd, A/c M.C.B. J,p Nagar, Sarakki
167.	169	1547/11/129 02.08.97	S.V Hegde	B.G.Manjunath	2,00,000	19937 05.08.97	Canara Bank, Hanumanthanagar
168.	170	1660/10/112 11.08.97	B.Ramakrishna	B.V.Ramakrish na	2,00,000	21822 14.08.97	

SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUN T Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
169.	171	1537/9/215/ 18:08.97	N.R. Parvathi Jagadish	R. Venkata ramalah	2,00,000	DD 134583	DD on SBM Vijayawada
170.	172	1572/9/274/ 16.03.97	L.Sahana	C.Shobha	1,00,000	23385 22.08.97	Kanataka Bank, Ashok Nagar,
171.	173	2695/12/136/ 18.0897	Dayavanthi J.Hinduja	M. Dattu vara Prasad	1,50,000	DD 134584	DD on SBM Abids Hyderabad

172.	174	2103/12/2260/ 18:08:07	G.R. Vijaya	M. Vijaya	1,78,000	23386 20.08.97	Canara Bank, South End Road
173.	175	1680/10/149/ 22.08.97	B.R.Shankar	S. Shankar	1,50,000	24070 25.08.97	Karnataka Industrial Co-op Bank Bangalore City
174.	176	2513/14/212/ 22.08.97	T.Ramachandran	T.Ramachandra Naidu	5,00,000	24071 25.08.97	SBI Srinagar, Bangalore
175.	177	14979/1970 23/08.97	Gajendu singh Khurana	K. Gajendran	3,28,000	24141 26.08.97	Bank of Maharastra, Basavangudi
176.	178	1924/11/208/ 23.08.97	Geetha.R.Nagpal	G.Geetha	1,72,000	24142 26.08.97	Bank of Maharastra, Basavangudi
177.	179	781/1/275/ 01.7.97	K.R.Giri	Giriraju	50,000	960116 05.07.97	SBM, N.G.E.F
178.	180	1947/11/248/ 01.07.97	S.P Chandra shekar	R.Chandra shekar	3,00,000	960117 03.07.97	Syndicate Bank Ulsoor
179.	181	656/1/166/ 07.07:97	Y.A Subramanya	M.N.Subramanyam Naidu	5,00,000	960158 09.07.97	Karnataka Bank , Basavangudi

SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUNT Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
180.	182	1949/11/252/ 14.07.97	Manolia	N.S. Mahadevappa	1,50,000	18725	Voucher Not found
181.	183	2032/12/15/	Smt.K.Lakshmi kantha	N.Lakshmi	2,75,000	19052	SBI Wilson garden

		16.07.97		narayana		17.07.97	
182.	184	2069/12/154/ 16.07.97	M.A.Dwaraki	K.V.Durgaprasa d	2,25,000	19053 17.07.97	Canar Bank South End Road
183.	185	1631/10/54/ 30:07.97	Dr.C.Bhaskar	G. Bhaktavatsalam	1,00,000	19571 02.08.97	Karnatak Bank Yeshwanthpur
184.	186	3414/17/228/ 02.06.97	Dr.M.S.Manjunath	B.G.Manjunath	3,00,000	841814 07.06.97	Apex Bank A/c M.C.B J.p NAGAR, Sarakki
185.	187	2015/12/30/ 02.06.97	M.Ramakrishna	B.V. Ramakrishna	2,00,000	841815- 06.06.97 -	SBM J.P Nagar
186.	188	1459/9/85/ 03.06.97	B.Rangaiah	C.D.Naidu	1,50,000	841819 05.06.97	SBI J.P.Nagar
187.	189	1460/9/87/ 03:16.97	K.S.Prakash	C.D Prakash	1,50,000	841820 05.06.97	SBI J.P.Nagar
188.	190	2089/12/194/ 0406.97	K.V.Shantha	R.Shantha	50,000	841830 06.06.07	Bank of Madura, Basavangudi
189.	195	2045/12/96/ 09.06.97	P.N.Reddy	R.Narayana Reddy	3,00,000	841874 13.06.97	Central Bank of India, Sarakki Layout
190.	200	425/1/117/ 17.06.97	G.Sriramulu	T.K. Sreeramulu	40,000	841908 20.06.97	Canara Bank Indiar Nagar
191.	201	1497/9/1717 17.06.97	Gajendu singh Khurana	K.Gajendran	1,10,000	841909	Bank of Madura ,

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUNT Rs.	O/C NO. & PAID DATE	CLEARING BANK
						19.06.97	Basavangudi
192.	202	1924/11/208/706.97	Geetha R. Nagpal	G.Geetha	1,40,000	841910 19.06.97	Bank of Madura Basavangudi
193.	203	1442/9/68 17.06,97	A.Ramaswamy	T.Ramaswamy Reddy	2,56,000	841911 20:06.97	Vysya Bank Ltd, Bommanahally
194.	204	1714/1206/17.05-97	Karthik	T.S Karuppalah	1,15,000	841912 19.06.97	Indian Bank Kormanagala
195.	205	2311/13/216/17.06.97	M.S.Nanda Kumar	D.R.Nagabhushan	1,79,000	841913 19.06.97	Indian Bank Kormangala
196.	200	904/2/27/20:06.97	Babu Krishna murthy.	M.R.Babu	3,00,000	841935 24.06.97	Canara Bank, South End Road
197.	207	933/2/41/2006 97	G.P Shailaja	Sylaja	2,00,000	841934 23.06.97	State Bank of India, Wilson Garden
198.	208	501/1/137/25.06.97	Shankaranarayanan	S.Shankar	1,00,000	841959 27.06.97	Karnataka Industrial Co-op Bank, City Branch
199.	209	1293/2/184/02.0 557	M.L.Chidananda	R.Narayana swamy	5,00,000	841473 05.05.97	Tamil Nadu Merchant Bank, Bangalore City Branch
200.	210	1563/9/124/03.05.97	S.Thiagarajan	B.G. Manjuriath	3,00,000	841504 07.05.97	Apex Bank, A/c Hanumanthnagar, Co-op

							Bank, Jp Nagar, (Sarakki Branch)
201.	211	1468/9/59/14.05.97	Dr M.N.Prakash	B.V.Ramakrish na	3,00,000	841563 16.05.97	Canara Bank , Hanumanthanagar

SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUN T Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
202.	212	1844/11/72/21.05.97	E.R. Narayan	L. Narayana Choudary		DD71794 0	DD on SBI Ananthpur
203.	213	2155/12/336/21.05.97	K.S.Srinivasan	V.Srinivas		841711 23.05.97	Canara Bank South End Road
204.	214	1463/2/85/19.0497	C.N. Narasimhaiah	R.Narayanasw amy		841275 22.04.97	Tamil Nadu Merchant Bank, Bangalore City Branch
205.	215	1297/2/158/21.0 497	M.C. Thirumalachar	R.Deenadayala n		841280 24.04.97	Indian Bank, Ulsoor
206.	234	14/402/2594	Udaya Ray	B. Chakradhutra		841153 07.04.97	Mahila Co-op Bank Ltd Banashankari Branch
207.	235	594/1/84 01.03.97	N.L. Aswathanarayana Gupta	N.Jayalakshmi		844804 04.03.97	Andhra Bank , NR.Road Bangalore
208.	236	2285/13/64	B.S. Anwatha Narayana	B.C. Sarathy		844805 05.03.97	Indian Overseas Bank, 7th Block , Jaynagar
209.	237	593/1/82	C.Sharadamma	N.Balakrishna		844806	Andhra Bank , NR.Road

				Naidu.		04.03.97	Bangalore
210.	238	595/1/85	M.Mohandas Kini	N. Anasuyamma		844807 04.03.97	Andhra Bank , NR.Road Bangalore
211.	239	1497/9/89 06.01.97	Gajendu Singh khurana	Vijaya Krishna Rani		844854 10.03.97	Vijaya Bank , Jayanagar, 3rd Block
212.	240	1496/9/87	S.R. Venkatesh murthy	V.Srinivas Chakravarthi		844855 10.03.97	Syndicate Bank, BIT Extn Counter, Viveshwarapuram
SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUNT Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
213.	241	1285/2/154	W.P.Rajendra	M.Ramesh Babu	3,76,000	844856 10.03.97	Canara Bank, Jaynagar Shopping Complex Branch
214.	242	2137/12/85 15.03.97.	B.S Govardhan singh	N. Mahadevan	1,00,000	844925 18.03.97	Karnataka Bank Srirampuram
215.	243	1285/2/183 25.03.97	W.P.Rajendra	Ravi Ramachandran	1,00,000	841002 27.03.97	SBM, hal, 2nd Stage
216.	244	523/1/98	N.Samba Mürthy	K.Gajendran	2,00,000	841003 26.03.97	Indian Bank, K.R.Road
217.	245	1347/2/159 01.02.97	V. Krishnaraju	K.R.Ramakrishnea	1,00,000	844412 04.02.97	Karur Vysya Bank , Ulsoor
218.	346	859/2/102	1. Subramanyзно	R. Subramanyam	3,17,000	844507 14.02.97	Bank of India, Hanumanthnagar

219.	247	1361/8/123	P.N.Subramanian	R. Subramanyam	1,83,000	844506 14.02.97	Bank of India, Hanumanthnagar
220.	248	3468/20/140 21:02.97	Bajaj Deepak.)	L.Balaji Naidu	50,000	844593 26.02.97	Canara Bank S.T.Yelahanka
221.	249	1327/2/158	Jaismail Singh	D.R.Nagabhus han	1,00,000	844595 24.02.97	Indian Bank, Kormangala
222.	250	3469/20/142	P.Meena	L.Rani	50,000	844594 26.02.97	Canara Bank S.T.Yelahanka
223.	251	2165/12/178 24.02.97	Pranav J.Patel	Somasekhar	1,00,000	844619 04.03.97	SBM,. Anekal

SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUN T Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
224.	252	1852/11/37 01.01.97	M.Surendra Kamath	T.V.Narasimhul u	3,00,000	079873 03.01.97	SBM CITY Branch
225.	253	285/1/04	Harak Chand	D.Ganesh	2,00,000	840615 16.01.97	SBM CITY Branch
226.	254	2815/06/139 28.01:47	J.Shalla	N.K.Barathi	2,00,000	840728 30.01.97	karnataka bank srinagar branch Bangalore
227.	255	391/1/60	V.Raman	R. Narayana swamy	4,85,000	840070 09.01.97	Tamil Nadu Merchantile Bank , Bangaloer City

							Branch
228.	256	1486/2/173	Krishna Manja Holamiga	R.Narayana swamy	2,15,000	840071 09.01.97	Tamil Nadu Merchantile Bank , Bangaloer City Branch
229.	258	1/152/478	K.T.Sudhindranath	V.Janardhan	5,00,000	079139 06.12.96	Canara Bank , Subramanya Nagar, Bangalore
230.	260	14/137/2069	M.A.Dwaraki	T. Ramachandra Naidu	2,00,000	079141 06.12.96.	State Bank of India Srinagar, Bangalore
231.	261	1/43/295/ 05.12.96	No such account	D.LV.Sharma	5,00,000	079149 07.12.96	Syndicate Bank Jayanagar, Bangalore
232.	262	2/158/1279 17.12.96	H.V.Venkata Lakshamma	G. Nanda Kumar	5,00,000	079734 19.12.96	Corporation Bank, Jayanagar
233.	263	2/156/1297 23.12.96	M.C, Thirrumalachar	K. Gajendran	1,00,000	079788 27.12.96	Bank of Madhura Ltd, Basavangudi Branch
234.	264	2/105/1287 26.12.96	LP.Shyam	D. Suresh	84,000	079812	State Bank of Mysore, SMC, Jayanagar, 4TH Block

SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUN T Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
235.	265	2/41/1075	K.Ramananda Hegde	K. Lakshman	1,38,000	079814 30.12.96,	Canara Bank 4th T Block, Jayanagar

236.	266	14/35/2417	S Prabhakar	Sunitha Lakshman	78,000	079815 30.12.96	Canara Bank 4th T Block, Jayanagar
237.	267	14/59/2458 02.12.96	M Venkatachalappa	G. R. Anjaneyalu	1,00,000	079129 04.12.96	Bank of India Virgo Nagar, Bangalore
238.	270	2/153/1269 14/11/96	Dr.1.P.Nalini	R. Shantha	1,00,000	077850 18.11.96	Bank of Madhur, Basavangudi
239.	271	2/184/1359 15/11/96 3	BL Narasimhamurthy	R. Ramesh	1,50,000	077854 19.11.96	State Bank of mysore, Hal 2ND stage
240.	272	1479/01.10.96	D.N.Jaya Vikram	Sudha	2,00,000	078603 04.10.96	Vysya Bank Ltd, Bommanahally
241.	275	1307 /14.10.96	T.M.Shiva Shankar	Ravi Ramachandran	1,00,000	077021 16.10.96	Bank of Maharashtra, Brigade, Road
242.	276	837/ 16.10.96	B.Shridhar Ran	D.R.Nagabhus han	2,00,000	077043 18.10.96	Canar Bank, Kalasipayam
243.	277	1375	S.B.Gopal	T.V.Narasimhul u	1,84,000	077044 18.10.96	State Bank of Mysore City Branch
244.	278	1439	G.Hiranya chari	Y.Ravi Kumar	1,16,000	077045 18.10.96	Malleshwaram Co-Op Bank Ltd, Malleshwaram
245.	279	1549	B Janardhanayya	B.S Jayaprakash	1,78,000	077063 19.10.96	Karnataka Bank, Yeshwanthpur
246.	280	183	J Shanmugam	B. S.	1,22,000	077064	Karnataka Bank,

				Jayaprakash		19.10.96	Yeshwanthpur

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUNT Rs.	O/C NO. & PAID DATE	CLEARING BANK
247.	281	1398 28/10.96	Ranjan. P.Gundmi	D.R. Nagabushan	3,72,000	077097 29.10.96	Indian Bank Kormangala
248.	282	1746	5.Sadasivalah	D.R.Nagabushan	1,28,000	077098 29.10.96	Indian Bank Kormangala
249.	283	2159	S. Partha sarathi	Ravi Ramachandran	25,000	077099 29.10.96	Bank of Maharastra, Brigade Road, Bangalore
250.	284	1247 06.09.96	Pranesh Siravaran	T.V.Narasimhulu	2,00,000	076719 09.09.96	State Bank of Mysore, CITY Branch
251.	285	839	B.Ranga Rao	V. Janardhanan	3,00,000	076718 0709.96	Canar Bank, Subramanya Nagar
252.	286	1197	8.R Shantha Kumar	TS Karuppaiah	3,00,000	078426 21.9.96	Canara Bank Kalasipalyam
253.	287	1528	G.S Krishna Murhty	K. Gajendran	2,00,000	078427 21.9.95	Canara Bank Kalasipalyam
254.	292	1537/ 08.08.96	N.R.Parvathi Jagadish	K.V.Selvaraj	1,50,000	076033 10.08.96	Karnataka Bank 9th Block, Jayanagar

255.	293	1473/ 12.08.96	N.S.Prakash	S. Shankar	1,00,000	076057 13.08.96	Karnataka Industrial Co-op Bank , Bangalore City
256.	298	941 01.07.96.	B Anantha Rao	T.S. Karuppalah	3,00,000	574586 3.7.96	Indian Bank, Kormanagala
257.	299	491/ 10.07.96	C.R.Vasudev	T.Devarajulu Naidu	3,00,000	075220 12.7.96	Canar Bank, Hanumanthnagar
258.	300	1537	N.R.Parvathi Jagadish	Muniratnam Naidu, G	2,00,000	075219 12.7.96	Karnataka Bank, Basavangudi
SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUN T Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
259.	301	541 25.07.96	1.Shyamsunder	D.R. Nagabushan	2,00,000	075584 26.7.96	Indian Bank, Kormanagala
260.	302	1637	N. Shivarama Shetty	T.Ramaswamy Reddy	1,24,000	075585 26.7.96	Indian Bank, Kormanagala
261.	303	1524	Ratnakara kamath.	T.Ramaswamy Reddy	1,76,000	075586 25.7.96	Indian Bank, Kormanagala
262.	304	2491/ 26.07.96	Chandra Bai	Gajendran, K	1,00,000	075595 30.7.96 96	Bank of Madhur, Basavangudi, Bangalore
263.	305	1362/ 08.06.96	Seroja R. Reddy	M.P Subrarnanya Naidu	2,00,000	574308 11.6.96	Karnataka Bank , Basavangudi

264.	310	1845	D.Krishnalah Shetty	K.Gajendran	2,00,000	574523 25.6.96	Canara Bank Kalasipalyam
265.	312	1593/ 18.06.96	Vinod Raj.P.Shah	T.Ramaswamy Reddy	2,00,000	574365 19.6.96	Indian Bank, Kormanagala
266.	313	461	Ramesh Chandra Vardya	K.Gajendran	3,00,000	574366 19.6.96	Indian Bank, Kormanagala
267.	315	1574/ 02.05.96	C.Hyma	T.Ramachandra Naidu	2,00,000	572912 4.5.96	Bank of India , Srinagar, Bangalore
268.	316	1761	Shankar Sadanand	GRAFX SPECTRUM	2,00,000	572913 4.5.96	Bank of India, Hanumanthnagar, Branch Bangalore
269.	317	1679	Y.V. Someswara	GRAFX SPECTRUM	1,00,000	DD 2957	SBM Chennai
270.	318	2548 02.02.96	T.V.Rajashekhar	S.Shankar	50,000	773571 5.2.96	Karnataka Industrial Co- op Bank , Bangalore City

SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUN T Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
271.	322	1643/ 08.02.96	Nayana J Patel	P.Shankar	1,00,000	777705 13.2.96	Apex Bank Bangalore A/c Textile Co- Op. Bank Ltd.

272.	327	895	Dasaratha Reddy	T.R. Hariprased	1,50,000	777724 12.2.96	State Bank of India, Srinaga
273.	328	2045	Vinod P Tatapatil	B.S.Venkatachala pathe	45,000	777725 26.2.96	Vysya Bank Ltd. N.T. Pet, Bangalore 2
274.	329	1741	T.N Kaushik	G.R. Anjaneyalu	50,000	777774 22.2.96	Bank of India. Virgo Nagar Branch, Bangalore
275.	330	1385	D, Narasimharao	B.S.Jayaprakash	50,000	777775 22.2.96	Karanataka Bank, Yeshwanthpor
276.	333	2694 11.01.96	Rahul Pai	Yathiraj	58,000	773211 16.1.96	City Union Bank Ltd., Bangalore
277.	334	2163	Chetan Bharath	Somasekhar	67,000	773212 17.1.96	State Bank of India, Yeshwanthpur
278.	335	1988	B. Venkatesan	Sridevi	75,000	773213 16.1.96	Central Bank of India, Kamal nagar, Bangalore
279.	336	2385	Ritu Agarwal	Sohan sankla	46,000	773214 16.1.96	State Bank of Indore, Bangalore
280.	339	1845 07.12.95	Krishnaiah shetty	Y.Jairam	1,65,000	798120 11.12.95	Canara Bank, Ulsoor, Bangalore
281.	340	1647	Premchand.C.Jain	R.Munikrishna Naidu	1,78,000	798121	Karnataka Bank, Basavanegudi

SL NO	I.D. No.	A/CL/F/DATE AS PER VOUCHER	NAME	PAYEE	AMOUN T Rs.	O/C NO. & PAID DATE	CLEARING BANK
282.	341	2138	N.A.Venkata rathnam	R.Mumikrishna Naidu	1,47,000	798122 11.12.95	Canara Bank Basavangudi
283.	342	1953\26.12.95	Narasimha Prasad	G.Geetha	1,68,000	798572 28.12.95	Bank of Madura Ltd, Basavangui
284.	343	2158	Latha Ajith	G.Geetha	1,47,000	798573 28.12.95	Bank of Madura Basavangui
285.	344	1639	Sakhi Bar	R.Shantha	1,85,000	798574 28.12.99	Bank of Madura Basavangui
286.	345	2115 20.11.95	L.Rangana Swamappa	K.M.Harish	1,37,000	823376 22.11.95	State Bank of India, NR Road
287.	346	1534	D.R.Puthran	L.Madhusudan Rao	1,59,000	823377 22.11.95	Karnatak Bank, Murphy Town
288.	347	739	Chitra Vijaya Kumar	M.Dharani Pathi	1,85,000	823378 22.11.95	Bangalore City Co-Op Bank
289.	348	857 22.11.95	Raja Shekar	K.Gajendran	1,54,000	797701 24.11.95	Canara Bank Kalasipalyam
290.	349	2535	Bharathi Ramdos	K.Gajendran	68,000	797702 24.11,95	Grain Merchant Co-Op Bank, HQ, Bangalore-

							18
291.	350	1434	B.Channaiah	K. Gajendran	96,000	797703 24.11.95	Grain Merchant Co-Op Bank, HQ, Bangalore-18
292.	351	357	K.R.Adisheshan	T.S.Karuppalah	1,65,000	797704. 24.11.95	Canara Bank Kalasipalyam
293.	352	2853	B.Padmini	T.S.Karuppaiah	83,000	797705	Canara Bank Kalasipalyam

SL NO	**I.D. No.**	**A/CL/F/DATE AS PER VOUCHER**	**NAME**	**PAYEE**	**AMOUNT Rs.**	**O/C NO. & PAID DATE**	**CLEARING BANK**
294.	353	2854	S.T.Savithri	T.S.Karuppalah	78,000	797706 26:11.95	Grain Merchant Co-Op Bank, HQ, Bangalore-18
295.	354	1286	K.S.Soma sekharaiah	D.R.Nagabhushan	1,82,000	797707 24.11.95	Canara Bank Kalasipalyam
296.	355	1994	T.V.Chandra Shekar Gupta	D.R.Nagabhushan	98,000	797708 24.11.95	Grain Merchant Co-Op Bank, HQ, Bangalore-18
297.	356	1995	M.Muninarayana	D.R.Nagabhushan	76,000	797709 24.11.95	Canara Bank Kalasipalyam
298.	357	1761/10/282 16.03.98	S Sadanand	S Shivashankar	2,50,000	39609 19.3.98	Karnataka Bank , Kormangala
299.	359	1605 27.1.98	C.M.Prasad	Dattuvaraprasad	33,000	DD 151943	DD on SBM Abids
					6,21,27,000		

13. The defendant No.1 has not disputed that he was working in the PPF section of the plaintiff bank from 19.06.1991 to 29.07.1998. But, he has denied the misappropriation and fraudulent transaction as shown above.

14. According to the plaintiff bank, the public provident fund scheme was introduced by the Central Government from 01.07.1968 under Public Provident Fund Act 1968, under which the members of the public were permitted to make contribution to the fund and thereby obtain the income tax rebate therefrom under the relevant provisions of Income Tax Act and the scheme is being operated in 293 branches of plaintiff bank. The branches of the plaintiff bank were authorised to open the PPF accounts from the subscribers and accept remittances to the account. The branches also effect payment as per the provisions of PPF Rules. The plaintiff branch was acting as a nodal agency to receive the credits from the dealing of the plaintiff bank and also reimbursement of payment made by the dealing branches. Though there were 293 dealing branches, the plaintiff branch was the nodal agency to receive the

credits from the dealing of the plaintiff branches. Apart from the Nodal branch, the plaintiff branch was also acting as dealing branch having its own individual accounts. The plaintiff branch was also maintaining the consolidated account through which all the transactions of these accounts were noted. The amounts collected through this accounts were transferred to the Government. The subscribers of PPF account were permitted to one withdrawal per year, an amount not exceeding 50% of the balance in their credit at the end of fourth year immediately preceding the year of withdrawal of 50% of the balance at the end of preceding year, whichever is lower. The plaintiff was incharge of the PPF accounts in the plaintiff branch.

15. The procedure followed in the Bank for the withdrawal of provident fund amount and the modus operandi adopted by the defendant No.1 in manipulating the records for the purpose of creating 359 spurious transactions in the name of PPF account during the tenure of his work in the PPF section as alleged by the plaintiff (in the plaint as well as in the evidence of P.W.2) are summarised as hereunder:-

(a) A customer who would like to withdraw the provident fund amount, has to visit the plaintiff's bank personally and shall submit application in Form No.C along with public provident fund pass book.

(b) When the customer has submitted application in Form 'C' along with his pass book, the counter clerk of PPF Section shall prepare the debit voucher and debit the amount in the individual PPF ledger account of the customer and prepare a credit voucher for crediting the amount to the SB account of the customer.

(c) Thereafter the counter clerk submit the ledger along with the vouchers to the Officer incharge of the PPF Section for authorization.

(d) In case of the customer does not have SB account, the counter clerk will prepare a bankers' cheque application and send it to the Officer incharge of PPF section for preparing it.

(e) On receipt of the ledger along with the debit voucher, credit voucher/bankers' cheque application, the Deputy Manager, PPF Section, the bankers' cheque application to C&I Division for preparing the bankers' cheques.

(f) On receipt of the bankers' cheque application duly authorized by the Deputy Manager, PPF Section the official of C&I Division will prepare the bankers' cheque duly signed and hand it over to PPF section.

(g) On receipt of the bankers' cheque by the PPF section, the counter clerk will hand over the pass book and bankers' cheque to the customer who will present the cheque to his bankers for collection.

(h) In respect of the disputed 359 transactions, the subscribers have not given application in Form-C, still the defendant No.1 has made an entry in the collection account about the withdrawal, though no such amount was sought to be withdrawn.

(i) The withdrawal of PPF amount was permissible only after satisfying that the amount to be withdrawn is within the limits prescribed. A receipt from the subscriber in the space provided in Form-C application must be obtained after the withdrawal of sanction. But no such receipt was obtained.

(j) When withdrawals are made suitable entries are to be recorded in the ledger account and the passbook under the authentication of supervising official. These entries are not made in respect of these 359 transactions.

(k) If withdrawn amount to be paid in cash, a token will have to be issued to the subscriber and the withdrawal form will be sent to the cashier for payment who will pay cash after collection of the token. The amounts shown in these 359 transactions were not disbursed in this mode.

(l) If the amount was to be paid by way of bank transfer, the payment will be made either by crediting that amount to the subscribers account with the branch or by means of a draft or a bankers' cheque as per the request of the subscriber. The withdrawal amount in all these 359 transactions are not paid to the concerned account of the account holder.

(m) The repayment of amount of the PPF account will be paid in the normal course only after expiry of 15 years from the year of initial subscription. But, the withdrawals were manipulated in the name of the account holders, ignoring this duration.

(n) The defendant No.1 has shown debit in collection account without making any entries in the sub book.

(o) The disputed transactions are not at all entered in the individual ledger accounts of the subscribers of PPF and only the entries are made in the collection register.

(p) None of the debit/credit vouchers were signed by the account holders.

(q) No balance was available in the individual PPF account holders as on the date of rising these fictitious debits or the balance is available was very small.

(r) The vouchers are in the handwriting of single person i.e., the first defendant who has passed all such debits.

(s) In many cases, the accounts pertaining to the account number mentioned in the vouchers were already found to be closed. Still the amounts were withdrawn.

(t) The names appearing in the debit voucher prepared did not tally with the names appearing on the account sheets or the pay order or draft.

(u) The defendant No.1 has not followed the required banking procedure of 'maker' and 'checker' of the instrument are to be different.

(v) The defendant No.1 has not effected the necessary entries in both the individual account of the subscriber and the collection account. The entries pertaining to these 359 spurious transactions were found only in the collection account.

(w) The defendant No.1 himself has prepared the slips, checked the same and has forwarded it to the C&I Section to prepare the cheques and drafts in the names of fictitious persons and has collected the proceeds of the instruments either by himself or through others.

(x) As the defendant No.1 has not made these spurious entries in the individual accounts of the subscribers, there was no scope for the individual account holders to give complaint as the balance in their account was left untouched.

(y) The payees’ name in the office cheque differ from the name of the account holder.

In the light of the above averments and allegations made by the plaintiff, the alleged misappropriation of the huge amount is required to be considered on the basis of the defence raised by the defendants and the evidence available on record.

16. As stated above, the defendant No.1 has not disputed that he was incharge of the PPF section from 19.06.1991 to 29.07.1998. Though the defendant No.1 has generally denied the illegality, irregularity and misappropriation, in para No.19 of the plaint, the plaintiff has specifically pleaded that all the vouchers were in the handwriting of the defendant No.1 who has passed all such debit entries. This averment made in the plaint is generally denied in para No.20 of the written statement. When the

defendant No.1 has admitted that he was working in the PPF section and in-charge of the PPF section from 19.06.1991 to 29.07.1998 and when there is a specific averment in the plaint that all the vouchers pertaining to these 359 disputed transactions were written by the defendant No.1 alone, mere general denial is evasive in nature. The reason is that when it is admitted that he was in-charge of PPF section, he was expected to know as to who was the officer prepared those disputed vouchers. Apart from that, in his cross-examination dated 05.11.2024 in para-9, he has specifically admitted that he has filled up Ex.P.378 to Ex.P.632. He has also admitted that he has signed all the application forms and debit vouchers. He has also admitted that he was preparing and forwarding the debit vouchers and application forms to the C&I Division. In this regard, specific admission of defendant No.1 is extracted for ready reference:-

> "It is true that the signature found in Ex.P378 is my signature. It is true that I have filled up Ex.P378 to P632. It is true that I myself has filled up, signed all the application forms and debit vouchers. I was preparing and forwarding the debit vouchers and application forms to the C&I Division".

17. In addition to the above, P.W.2 Sri S.V. Hariharan who was working in the plaintiff bank during he period from 1991 to October 1995 as a Cashier-cum-Clerk, in his evidence dated 03.12.2021 specifically deposed that the signatures and hand- writings found in Ex.P.5a to 366a are the signatures and hand-writings of defendant No.1. In his evidence dated 30.07.2022, he has also deposed that the signatures and hand writings found in Ex.P.378 to Ex.P.632 are the signatures and hand writings of defendant No.1. The defendant No.1 has not denied this evidence in the cross-examination of P.W.2. Therefore, it is proved that the debit vouchers produced in Ex.P5 to 632 were prepared and signed by defendant No.1. It is not the contention of the defendant No.1 that such entries were not made in the collection account register. It is not the contention of the defendant No.1 that such entries were made in the individual accounts of the subscribers. It is merely pleaded in the written statement that he was not aware that the cheques pertaining to 359 transactions were collected by different banks. In fact, he has not specifically denied the issuance of office cheques and drafts in the name of different persons referred to in schedule to the plaint.

18. It is true that at the time of filing of the written statement, he was said to be in jail. But, the suit is filed in the year 2007 and later he was convicted in the criminal cases instituted against him and released long back. Even after his release, there was sufficient opportunity to the defendant No.1 to verify the allegations. If he had no access over the accounts, he could have filed an application before this court to summon the concerned documents from the various banks including the plaintiff bank. This is also not done. Therefore, the fact that he was in jail at the time of filing of the suit or he had no access over the accounts is not a ground to the defendant No.1 to make evasive denial in the written statement and cross-examination.

19. It is true that when the plaintiff has approached the Court contending that the defendant No.1 has committed fraudulent transactions, the pleading should be as required under Order VI Rule 4 CPC and it is required to be proved with higher degree of proof. Normally, the burden cannot be shifted on the defendant No.1. The court is fully conscious of these aspects. In the meantime, it shall be noted that the defendant No.1 has admitted that he was in charge of the PPF section during the relevant point of time. The disbursement of the amount to the tune of Rs.9,85,77,558/-

as claimed by the plaintiff bank is not specifically denied by the defendant No.1. The bank cheques said to have issued in respect of these 359 transactions are produced before the Court and they are marked in between Ex.P.5 to P.632 which reflects that they were deposited for collection with the clearing banks referred to in the last column of the table given in the schedule to the plaint and encashed. The seal contained therein clearly reveals the disbursement of the amount mentioned therein. Therefore, when it is proved that the defendant No.1 was responsible for all the transactions pertaining to PPF section during the aforesaid period he should have given explanation in respect of these allegations and mere general denial or pleading of ignorance, alone is not sufficient. Hence, Order VIII Rule 4 CPC provides that when a defendant denies an allegation of fact in the plaint, he must not do so evasively, but answer the point of substance. Similarly, Order VIII Rule 6 CPC mandates the specific denial. In this regard, Order VIII Rule 4 & 5 CPC read as hereunder:-

> "4. **Evasive denial**: Where a defendant denies an allegation of fact in the plaint, he must not do so evasively, but answer the point of substance. Thus, if it is alleged that he received a certain sum of money, it shall not

be sufficient to deny that he received that particular amount, but he must deny that he received that sum or any part thereof, or else set out how much he received. And if an allegation is made with diverse circumstances, it shall not be sufficient to deny it along with those circumstances.

5. **Specific denial**: (1) Every allegation of fact in the plaint, if not denied specifically or by necessary implication, or stated to be admitted in the pleading of the defendant, shall be taken to be admitted except as against a person under disability:

Provided that the Court may in its discretion require any fact so admitted to be proved otherwise than by such admission".

20. Having regard to the above facts, when it is proved that the defendant No.1 was answerable for the entries made by him during his tenure as incharge of the PPF section mere evasive denial is not sufficient to escape from the liability.

21. Now coming to the evidence given by the plaintiff is concerned, in addition to several other documents relied upon by the plaintiff, it has produced the duly filled application forms for bankers' cheque and also the cheques issued in respect of the aforesaid 359 transactions in favour

of different persons at Ex.P5 to 632 along with transfer debit vouchers and the extract pertaining to the PPF account referred to in the transfer debit vouchers. In the course of cross-examination of defendant No.1, he has categorically admitted that he was the head of the PPF branch and two clerks were under him during the relevant period. He has also stated that there were approximately 3000 to 4000 PPF accounts maintained in his bank during the year 1991 to 1998 at the time of his tenure and the accounts were not computerized and everything was maintained manually. He has categorically admitted that he was the person authorised for the debiting and crediting of the various accounts. He has also admitted that he had filled up Ex.P5 to 632 vouchers for the disbursement of the amount. As stated above, even in the written statement, he has not denied that he was incharge of the PPF section during the period referred to by the plaintiff and all the vouchers were being filled by him. This is a crucial admission of defendant No.1 in respect of these 359 transactions.

22. As rightly argument by the learned counsel appearing for defendants No.1 & 2, the plaintiff has not produced documents to show that the amount referred to therein are disbursed from the bank. But, it is important to

note that either in the written statement or in the cross-examination of PW1 and 2, defendant No.1 has not disputed the disbursement of the amounts mentioned in these vouchers and bank cheques in respect of these 359 transactions. Therefore, disbursement of the amount of ₹9,85,77,558/- is proved by the plaintiff.

23. The next question is with regard to the responsibility of the defendant No.1 in respect of the disbursement of these amount. Learned counsel appearing for the defendants No.1 & 2 has rightly pointed out that the banker cheques were not signed by defendant No.1 and in fact they were issued by C&I Division. There is considerable force in the submission made on behalf of defendants No.1 & 2. But, PW2 one Sri S.V. Hariharan who was working with the plaintiff-bank during the period from 1991 to October 1995 as a Cashier-cum-Clerk has testified the procedure that is being followed in the bank. In his evidence, he has stated that for withdrawal of the amount which is in the provident fund account of any customer, that customer himself has to personally come to the bank and has to submit Form No.C along with the public fund passbook to the counter clerk in the public provident fund section and the counter clerk will take the public provident fund ledger

maintained in the branch and access to the respective account of the customer who has given Form-C and if there is sufficient amount for withdrawal as sought in Form-C, the counter clerk has to prepare the debit voucher and debit the amount in the PPF ledger account of the customer and prepare a credit voucher for crediting the amount to the SBI account of the customer and submit the ledger along with the vouchers to the office incharge PPF section for authorisation. He has also stated that in case the customer does not have SBI account the counter Clerk will prepare the bankers cheque application and send it to the officer in charge of PPF section for passing it. He has also stated that the Deputy Manager, Public Provident Fund section will initial the debit entry in the ledger, sign the debit voucher and SB voucher, bankers' cheque application and send the bankers' application to C&I division for preparing the bankers' cheques who will in turn prepare the bankers' cheques, duly signed and handover to the Public Provident Fund Section and thereafter, the public provident fund counter clerk will handover the passbook and the bankers' cheque to the customer, after that PPF customer will present the cheque through his banker for collection to his account with them.

24. PW2 has categorically testified that the first defendant was working as the Deputy Manager in the Public Provident Fund Section and he was the Officer authorised to pass the public Provident fund debit and the bankers' cheque applications. This evidence given by PW2 is not denied and disputed in the cross-examination by defendants No.1 and 2. Therefore, it is clear that the defendant No.1 was the Officer in-charge in the PPF section authorised to pass the provident fund debit vouchers and bankers' cheque applications. Once he has passed the debit voucher and banker's cheque application and forwarded it to C&I division, the C&I division will prepare the cheque and it will be given to the customers. Therefore the C&I division was preparing the cheques on the basis of the authorization given by defendant No.1. The documents produced by the plaintiff clearly show that in all the 359 transactions, the defendant No.1 being the authorised person sanctioned the withdrawal of amount by passing the debit vouchers and bankers' cheque application to C&I division. The C&I division had issued the bankers' cheque on the basis of the authorisation given by defendant No.1 in all these 359 transactions. Hence, the fact that the defendant No.1 did not issue the bankers' cheque is totally irrelevant. What is relevant is the

authorisation given by defendant No.1 without any application form submitted by the customer, without the preparation of debit voucher by the counter clerk and without verifying the individual ledger accounts of the customers. Further, the distribution of work to the counter clerk was to receive the application filed by a customer under Form-C, verify that there is sufficient amount for withdrawal as sought in Form-C, prepare the debit voucher and debit the amount in the PPF ledger account of the customer and prepare a credit voucher for crediting the amount to the SB account of the customer and submit the ledger along with the vouchers to the Officer in-charge of PPF section for authorisation.

25. In the present case, the defendant No.1 has authorised for the withdrawal of the amount without Form-C submitted by the customers. He has authorised for the withdrawal without the verification of ledger of the customers' account with regard to the availability of amount. He has issued authorisation without the debit voucher prepared by the counter Clerk. He has authorised without the credit voucher prepared by the counter Clerk. Therefore, the entire 359 transactions was the one man show of defendant No.1, who was admittedly the head of PPF branch. He has made to believe C&I division that all these authorisations were

issued after verification and examination which were required to be followed as deposed by PW2 in his chief examination at para No.5 to 9. The duty of C&I division was only to issue the bankers' cheque on the basis of the authorisation given by defendant No.1. In the present case, as stated above, the defendant No.1 has given authorisation without any application and without verifying the availability of the amount in the customers' ledger. This is the fraudulent and dishonest act committed by defendant No.1 in respect of these 359 transactions. As stated above, when the defendant No.1 has admitted that he was the head of PPF Section and these debit vouchers and application forms were in his handwriting, he has not stated that these debit vouchers were authorised by him after verification of the customers' ledger accounts and availability of funds.

26. As rightly argued by the learned counsel appearing for defendant No.1 when the plaintiff has approached the court alleging misappropriation, the burden is on the plaintiff to prove the same as per section 101 and 103 of Indian Evidence Act. But when the plaintiff has able to show that these authorisations were issued by defendant No.1 for issuance of bankers' cheques in respect of these 359 transactions, the onus is also on the defendant No.1 to

show or at least to give explanation that those authorisations were given by him on the basis of the documents which he was expected to refer including the PPF ledger account of the customer. The defendant No.1 was not a clerk in PPF section. He was the head of the PPF section. Therefore, when he admits that these authorisations were passed by him, in the absence of his statement that it was based upon the PPF ledger account, the only inference that can be drawn is that these authorisations were made by defendant No.1 without referring to any documents in order to misappropriate the amounts mentioned therein.

27. Learned counsel appearing for defendants No.1 & 2 has strongly contended that evidence of PW1 & 2 is hearsay in nature and therefore it is inadmissible. In this regard, he has also relied upon some of the decisions. There cannot be any dispute that hearsay evidence is inadmissible. But, in the present case, the case of the plaintiff does not rest on the oral evidence of PW1 & 2. It rests on the documentary evidence produced by the plaintiff. As stated above, the defendant No.1 has admitted that the disputed debit vouchers are in his handwriting. Such being the case, the documentary evidence are substantive evidence and therefore, even in the absence of the evidence of the person

who was actually working along with him, these documents substantially supports the case of the plaintiff which do not require the corroborative oral evidence by the persons who are concerned to these documents.

28. One of the contentions raised by the learned counsel counsel appearing for defendants No.1 & 2 is that no audit report is submitted. As rightly contended by the learned counsel for defendants No.1 & 2, PW1 & 2 have admitted that there were internal audit, external audit and also statutory audits. It is further true that PW1 & 2 have admitted that there were no adverse reports or remarks in the audits pertaining to these years. But, merely because there were no adverse audit reports, it is not a conclusive evidence of correctness of the documents. If there is audit reports, it would have supported the case of the plaintiff and it would have been an additional evidence in support of the case of the plaintiff. But, merely because there are no audit reports or there were no adverse remarks in the audit reports alone is not a ground to distrust the case of the plaintiff when the plaintiff has able to show that the defendant No.1 has authorised the disbursement of the funds without the availability of funds in the individual account of the PPF account holders. The failure to point out this

misappropriation in the audit is only the reflection of the inefficiency of the plaintiff-bank and its auditors to trace this serious fraud. Therefore, when there are documentary evidence to show the fraud, this contention cannot be considered.

29. Learned counsel appearing for the defendants No.1 & 2 has also contended that the recipients of the bankers' cheques are not examined. It is true that there are 359 recipients of bankers' cheques in the disputed transactions. The plaintiff has not chosen to examine anyone of them. If the plaintiff had examined them, it would have an additional evidence. But, as already observed above, the disbursement of these amounts and clearing of these cheques as evident from the cheques produced before the court is not in dispute. The names of the persons to whom the amount is disbursed is also made available. In fact, in the criminal case, the charge-sheet should have been filed against those persons also. But, in the present case, the question for consideration is whether the defendant No.1 is liable to repay the amount illegally disbursed at his instance or not. Therefore, here the question for consideration is the liability and not the question as to whom it was disbursed. It is true that the plaintiff has not produced the document to

show that those amounts disbursed were received by the defendant No.1. But, when there is sufficient evidence on record to show that the defendant No.1 has fraudulently authorised for the disbursement of the amount with a criminal mensrea, that itself is sufficient to prove the misappropriation and make the defendant No.1 liable to repay the same amount. Learned counsel appearing for the defendants No.1 & 2 has argued that in order to prove the misappropriation entrustment and divorsion of funds is required to be proved. He is right in contending so. In this regard, the plaintiff has brought on record that three charge-sheets were instituted against defendant No.1 by CBI alleging misappropriation, criminal breach of trust, cheating, forgery and other offences. Consequently, the defendant No.1 is found guilty for the offences punishable under Section 409, 420, 467, 468, 471, 477A of IPC and also Section 13(2) r/w/s 13(1)(c)(d) of Prevention of Corruption Act, 1888 in Spl.C.C.No.61/2007 on 24.12.2009, which is even confirmed by the Hon'ble High Court in Crl.Appeal No.58/2010 dated 10.01.2017 which are produced at Ex.P.635 and Ex.P.636. The defendant No.1 is also found guilty for the aforesaid offences in two other Spl.C.C.67/2007 and 68/2007 on 17.02.2023 produced at Ex.P.633 &

Ex.P634. The defendant No.1 is also convicted in all the three cases by the CBI Special Court for the misappropriation of the amount referred to in the 359 transactions. Therefore, when the defendant No.1 was entrusted with the power of authorising the disbursement of the amount and it is shown and proved by the criminal court that he has misappropriated the amount for his personal gain, it is totally irrelevant to examine the persons who are payees under these 359 transactions. It is true that the judgment of the criminal court is not biding on the civil court. Still it is relevant to refer that the criminal court has found guilty for the misappropriation and it is confirmed by the Hon'ble High Court and reaffirmed by the Hon'ble Hon'ble Supreme Court in Special Leave Appeal (Crl.) No.1128/2017 produced at Ex.P.637.

30. Learned counsel appearing for defendants No.1 & 2 has also contended that the account statements of 359 account holders are not produced. The plaintiff has produced certain account extract pertaining to those account holders. It is an admitted and proved fact that some of the accounts for which the amounts were disbursed were closed much earlier to the disbursement and in some accounts, there were less amount than the amount disbursed. It is the

specific case of the plaintiff that though while disbursing the amount withdrawn by the account holders, there must be an entry in the individual ledger account of the account holders. No such entry were made. Therefore, in the present case, in all the 359 transactions, only the funds were disbursed without there being a debit entry in the ledger accounts of the individual customers. Hence, there was no occasion for the individual customers to complain against the bank. In the present case, only the funds of the bank were disbursed by the illegal authorisation given by defendant No.1. Hence, when the defendant No.1 has not taken up a contention that he has authorised only after examining the individual ledger accounts of the account holders, non-production of the accounts of the individual account holders is inconsequential.

31. In view of the reasons stated above, there is sufficient evidence on record to show that the defendant No.1, with fraudulent intention authorised the disbursement of the amount by forwarding the self made application forms and debit vouchers to C&I branch for issuance of cheques. It is because of the authorisation made by the defendant No.1, the C&I division has issued the bankers' cheque and the bank has lost huge amount of Rs.9,85,77,558/- referred to in

the plaint. Due to this authorisation, the amounts are disbursed and the plaintiff-bank is accountable to the PPF Authority. Even if there were amount in the customers ledger accounts, the amounts were not disbursed to their accounts. Therefore, whenever there is a withdrawal by the individual customers, the bank had to permit withdrawal of the amount and disburse the amount to those individual customers. Therefore, the plaintiff-bank has able to prove that the defendant No.1 has misappropriated the funds to the tune of Rs.9,85,77,558/-. Even if it is considered that the plaintiff-bank has failed to prove the receipt of the amounts mentioned in these 359 transactions by the defendant no.1, the fraudulent act of false authorization made by defendant No.1 is sufficinet to hold that the defendant No.1 had caused loss to the plaintiff-bank to the tune of Rs.9,85,77,558/-. Accordingly, issue No.1 is answered in the affirmative.

32. **Issue No.2 and addl. Issue No.1**:- It is not in dispute that items No.1 to 5, 7, 10, 11 and 14 of the suit schedule properties are standing in the name of defendant No.1. In the written statement filed by defendant No.3, it has taken up a contention that it has purchased item No.6 of plaint 'B' schedule property through the sale deed dated 20.12.2006 registered as document No.BNG(U)ANKL.SR/D

2808 of 2007-08. The copy of the sale deed is also produced by defendant No.3 along with the written statement. But they were not admitted in evidence and marked for the reasons best known to the parties.

33. As stated above, item No1 to 5, 7, 10, 11 & 14 of the suit schedule ‘B’ properties are standing in the name of defendant No.1 and they are already attached by the order of this court dated 28.06.2007. If the defendant No.1 is directed to pay the decreetal amount, those properties standing in the name of defendant No.1 can be sold for the recovery of the amount and therefore the attachment order shall continue until the recovery of decreetal properties. When items No.1 to 5, 7, 10, 11 & 14 of the suit schedule properties are standing in the name of defendant No.1, it is totally irrelevant the source for acquisition of these properties. Even if the plaintiff fails to establish that those properties were acquired from the funds of the plaintiff bank illegally secured by defendant No.1, still those properties can be attached and sold for the recovery of decreetal amount. In view of this, court has not framed a specific issue in respect of the source of acquisition of items No.1 to 5,7, 10, 11 & 14 of the suit ‘B’ schedule properties. Hence, there shall be a charge in respect of items No.1 to 5, 7, 10, 11 &

14 of the suit 'B' schedule properties until the recovery of the decreetal amount.

34. The next question is with regard to the source of acquisition of item No.6 of the suit schedule property measuring 2 acre and 31 guntas situated in Sy.No.145 of Muthanalloor village, Sarjapur Hobli, Anekal Taluk, Bengaluru, which was purchased by the defendant No.1 through Ex.D45 sale deed dated 26.04.2004 and later sold to defendant No.3 through the sale deed dated 20.12.2006. It is true that this item No.6 of the suit 'B' schedule property was purchased after the retirement of defendant No.1. But while answering issue No.1, this court has held that the defendant No.1 has fraudulently diverted the funds to the tune of Rs.9,85,77,558/- in the name of various persons and caused loss to the tune of Rs.9,85,77,558/-. It is true that CBI had filed charge sheet against defendant No.1 in Spl.C.C.No.114/2008, wherein the Special Court has acquitted the defendant No.1 in its judgment dated 14.02.2013 produced at Ex.D1. The defendant No.1 has relied on the said judgment to support the defence raised by him. Though this judgment is relevant, it is not binding on the civil court. But, it shall be noted that the said criminal case was instituted for holding disproportionate assets by

defendant No.1 and not specifically in respect of the item No.6 of the suit schedule property and its source. The degree of proof required to prove a criminal case is very high and it is considered as beyond reasonable doubt. But, in a civil case, the degree of proof required is preponderance of probability and therefore any finding recorded in the said judgment will not come in the way of this court to independently assess the evidence available on record.

35. It is necessary to point out that the evidence on record reveals that the fraud committed by defendant No.1 was brought to the knowledge of plaintiff in the year 2005, investigation started on 14.10.2005 and concluded on 09.01.2006. Thereafter, four criminal cases were registered against the defendant No.1 for holding disproportionate assets and also for the offence of misappropriation of funds, criminal breach of trust, cheating, forgery , etc, as per a complaint lodged on 20.12.2005 in RC No.1E/2000/BS & FC by the Chief Vigilance Officer, SBM. The criminal cases were registered against defendant No.1 for the offences punishable under Section 120-B read with Section 409, 420, 468 and 470 IPC and Section 13(2) r/w/s 13(1)(c) & (d) of Prevention of Corruption Act and other offences. The defendant No.1 has purchased this item No.6 of suit

schedule property prior to the detection of fraud on 26.04.2004 as per Ex.P45. It is important to note that this property was sold by defendant No.1 in favour of defendant No.3 on 20.12.2006, after detection of fraud and registration of criminal cases. The intention of defendant No.1 in alienating this property after registration of the case probably after the arrest of defendant No.1 can be inferred by the surrounding circumstances. Though the defendant No.3 has taken up a contention that it is a bonafide purchaser of the item No.6 of the suit schedule property, it is not its contention that it was unaware about the registration of the criminal case against defendant No.1 for the fraud as well as securing disproportionate assets. It is not the contention of defendant No.3 that it was totally unaware about these proceedings initiated against defendant No.1. Still it has ventured to purchase the item No.6 of the suit schedule property. The defendant No.3 has not even chosen to cross-examine the plaintiffs and deny the evidence of PW1 & 2. It has not even given evidence to show that the purchase of the suit schedule property was after due enquiry and without the knowledge of the several criminal proceedings initiated against defendant No.1.

36. Learned counsel appearing for defendants No.1 & 2 has provided a table of showing the total income received by defendants No.1 & 2 and their son and sources for the purchase of various properties. He has contended that the defendant No.1 had total income of Rs.80,46,607/- from the lawful sources to purchase these properties including item No.6 of the suit schedule property. It is true that the PW1 has admitted that the defendant No.1 has received retirement benefits of Rs.21,72,227/- in addition to the salary earned by him. The defendant No.1 has also given the particulars of some other source of income secured by defendant No.1 for the purchase of the property. But, the defendant No.1 has not disclosed the expenses incurred by him in all these years. The source for the purchase of the property can be considered along with the expenses incurred by the party. When the defendant No.1 has not given the details of the expenditure incurred by him, the court cannot hold that defendant No.1 had a sum of ₹80,46,607/- for the purchase of these disputed properties.

37. According to defendant No.1, the item No.6 of the suit schedule property was purchased as per Ex.D45 sale deed dated 26.04.2004 for a total consideration amount of ₹9,07,000/-. As rightly contended by the learned counsel

appearing for the plaintiff, Ex.D.45 the sale deed indicate that the entire consideration amount of Rs.9,07,000/- was paid in cash. It is important to stress that this property was purchased on 26.04.2004 i.e., two decades back. According to the defendant No.1, he has earned entire income in the known sources and the entire amount received by him was on record and reported. The defendant No.1 is not a layman. He was a retired senior officer of the plaintiff bank. According to him, the entire source of income were secured by him through legal sources and account. Needless to mention that his entire salary and retirement benefits can only be received by him through the account. Therefore, all the income derived by defendant No.1 were expected to be in the account of defendant No.1. But, without giving any explanation, he claims that entire sale consideration for the purchase of disputed item No.6 of the suit ‘B’ schedule property was given in cash. The consideration amount is not a small amount. It was Rs.9,07,000/- in the year 2004. Therefore, when the defendant No.1 has not given any explanation as to why it was paid in cash, though he claims that the entire source of income was secured through account, the circumstances strongly probablises that the amount paid for the purchase of this property was not from the known-source of income and therefore, when the court has already held that the defendant No.1 has diverted huge amount of Rs.9,85,77,558/- by creating fraudulent papers, the only probable inference that can be drawn is that this amount of Rs.9,07,000/- was paid by him from the illegal source of amount derived by him through the 359 spurious transactions referred to above. Hence the plaintiff has proved that the defendant No.1 has purchased item No.6 of the suit schedule property through Ex.D45 sale deed from the amount derived through the 359 spurious transactions referred to above and the defendant No.1 has failed to prove that it was purchased from his known-sources of income.

38. Now the suit schedule property is sold to defendant No.3 through the sale deed dated 20.12.2006. As stated above, it was sold by the defendant No.1 after the registration of various criminal cases for the misappropriation and also for holding disproportionate assets. The defendant No.1 is found guilty and convicted and sentenced to undergo imprisonment for the misappropriation of the amount in respect of the above 359 spurious transactions. Though he is acquitted in the case registered for holding disproportionate assets as stated above, the defendant No.3 has ventured to purchase this property after four criminal

cases are registered against defendant No.1 in respect of this property also. The contention of the defendant No.3 is that it is a bonafide purchaser remained in paper without substantiating the same. The reason is that in the sale deed dated 20.12.2006. The defendant No.3 claims that the entire consideration amount of ₹43,70,625/- was paid in cash. Again, this is the transaction took place in the year 2006. There is nothing on record to show that this huge amount of Rs.43,70,625/- was paid by defendant No.3 to defendant No.1. The defendant No.3 has not probablised that he was having such a huge amount as on the date of sale deed. The defendant No.1 has also not pleaded and proved that it has made bonafide enquiries about the source, before the purchase of properties.

39. It is also important to note that the defendant No.3 in its written statement has pleaded that apart from the purchase of this item No.6 of the suit schedule property through the sale deed dated 20.12.2006, the defendant No.3 has paid certain monies towards part payment of sale consideration in respect of item No.1 to 5 and 7 of the plaint 'B' schedule properties also. In this way, defendant No.3 has tried to support the defendant No.1 contending that item Nos.1 to 7 of the suit schedule properties were not

purchased from the ill-gotten money. It has made an attempt to show that the defendant No.3 has already advanced money for the purchase of other item No.1 to 5 & 7 of suit schedule properties. This contention is not substantiated by defendant No.3. In this regard the pleading of defendant No.3 in para Nos.5 to 7 of its written statement is extracted for ready reference:-

> "5. Without prejudice to the above, it is respectfully submitted that his defendant purchased item No.6 of plaint 'B' schedule properties under a deed of sale dated 20.12.2006 registered as document No.BNG(U)ANKL.SR/D 2808 of 2007-08 from the first defendant for a valuable sale consideration. A copy of the deed of sale is produced herewith and marked as document No.1. This defendant is a bonafide purchaser of the said property for a value. By virtue of the said sale transaction, this defendant has acquired absolute right, title and interest in respect of the said property. It is further submitted that this defendant has also paid certain monies towards part payment of the sale consideration in respect of item Nos.1 to 5 and 7 of the plaint 'B' schedule properties. The plaintiff has no right under the law to seek sale of the said property to recover its alleged dues

from the first defendant on the basis of assumptive and presumptive cause of action.

6. Assuming, but not admitted, even if the defendant No.1 is held guilty of the allegations made in the plaint, the same event cannot in any event be attributed or linked to the property purchased by this defendant and the properties in respect of which this defendant has made the part payment towards sale consideration. Further such a finding will not give any cause of action to the plaintiff to seek sale of the property of this defendant to recover its alleged dues.

7. This defendant specifically and categorically denies that the first defendant purchased item Nos.1 to 7 of the plaint ‘B’ schedule properties out of the ill gotten money as alleged in the plaint. The plaintiff is put to strict proof of the said allegations”.

40. The above unsuccessful attempt of defendant No.3 to contend that it has even paid part sale consideration amount for the purchase of item No.1 to 5 & 7 of the suit schedule properties is also a ground to distrust the bonafide on the part of defendant No.3. On the other hand, this contention raised by the defendant No.3 shows that he is hand in glove with defendant No.1 and the disputed transaction in respect of item No.6 of the suit schedule

property through the sale deed dated 20.12.2006 was made in between defendant No.1 and 3 to save this property from the attachment and in collusion thereof, they have also made an unsuccessful attempt through defendant No.3 that further amount is advanced in respect of item Nos.1 to 5 & 7 of the suit 'B' schedule properties. All these defences raised by the defendant No.3 remains unsubstantiated and not probablised. Therefore, the only inference that can be drawn is that defendant No.1 & 3 have colluded each other and entered into the sale transaction dated 20.12.2006 in respect of item No.6 of the suit schedule property. Hence, the plaintiff has proved that this item No.6 of the suit schedule property is liable for attachment for recovery of amount.

41. The items No.8, 9, 12, 13, 15 & 16 of the suit schedule properties stands in the name of defendant No.2 and in the name of Dr.C. Prasad i.e., deceased son of defendants No.1 & 2. Admittedly, item No.13 of the suit schedule property stands in the name of defendant No.2. In so far as item No.12 & 16 of the suit schedule property is concerned, it is stated that they are in the name of the deceased son of defendants No.1 & 2 Dr.C. Prasad. These properties are not in the name of defendant No.1. At the outset, it shall be noted that if properties are standing in the

name of their deceased son, the evidence on record indicates that their son Dr.C. Prasad died, leaving behind his wife Smt.Anitha. Said Smt.Anitha is still alive. The plaintiff has not arrayed her as a party. She has a right over the properties standing in the name of her deceased husband Dr.C. Prasad. Though at the time of death of Dr.C. Prasad, the defendant No.2 will get half share in the property, in the absence of his widow Smt.Anitha, it is improper to the court to record a finding that those properties were purchased from the misappropriated funds by defendant No.1. In addition to this, admittedly, Dr.C. Prasad was a Doctor. The Court can receive some earning from his profession at least for a limited period during his life.

42. The defendant No.2 is a lady. She has produced some documents in respect of the income tax returns filed by her. Though the court cannot give a clear finding that those properties were purchased from the independent income derived from defendant No.2 & her son, the defendant No.2, being a lady, by virtue of Section 14 of Hindu Succession Act when the property stands in the name of defendant No.2, the plaintiff is expected to produce higher degree of evidence to show that they were purchased in her name by defendant No.1 from the source of 359 spurious transactions referred

to above. As stated above, when the plaintiff has failed to implead the wife of Dr C Prasad Smt.Anitha, it is improper to record a finding that these properties for which she has a right were acquired from the illicit sources. Further, defendant No.2, being a lady and the properties were purchased in her name, the evidence is insufficient to hold that items No.8,9, 12,13,15, 16 and 17 of the suit 'B' schedule properties were purchased from the income derived from the transactions referred to above. On these observations, . issue No.2 and Addl. Issue No.1 are answered partly in the affirmative and partly in the negative , holding that item Nos.1 to 7, 10, 11 & 14 of the suit schedule properties are liable to be attached and other suit 'B' schedule properties are not liable to be attached for recovery of the decreetal amount.

43. **Issue No.3**:- The plaintiff has specifically pleaded that one Sri Alam Pasha lodged a complaint on 03.08.2005 and on verification, the misappropriation was detected, the investigation was started on 14.10.2005 and concluded on 09.01.2006. The lodging of complaint by one Alam Pasha on 03.08.2005 is not in dispute. The present suit is filed before this Court on 02.04.2007. It was filed within the period of three years from the date of detection of the fraud. In this

regard, Section 17 of the Limitation Act 1963 specifically provides that if the suit is based upon the fraud of the defendant No.1, the period of limitation shall not begin to run until the plaintiff has discovered the fraud with reasonable diligence have discovered it or in case of concealment of the documents until the plaintiff or the applicant first had the means of producing the concealed document or compelling its production. As stated above, in the present case, the plaintiff bank could able to detect the fraud only when one Alam Pasha lodged a complaint on 03.08.2005. Thereafter, criminal cases were also registered in which the defendant No.1 was convicted. There is sufficient evidence on record to show that the fraud was detected in the year 2006. Hence, the suit filed within the period of three years from the date of detection of fraud is well within the period of limitation by virtue of Section 17 of the Limitation Act 1963. Consequently, issue No.3 is answered in the affirmative.

44. **Issues No.4 & 5**: In view of the answer given to the above issues, plaintiff bank has suffered loss to the tune of Rs.9,85,77,558/-. The plaintiff bank has lost the amount right from the year 1995. Therefore, the plaintiff has rightly calculated the interest on the basis of the rate of interest on PPF. It was 12%, 11%, 9.50%, 9% and 8% respectively from

the year 1995 to 2004 and onwards. The interest accrued was Rs.14,69,98,035/- as on the date of filing of the suit and thereby the suit claim is Rs.24,55,75,593/-.

45. The plaintiff has claimed the current and future interest rate of 16.25%. It is true that when the defendant No.1 has misappropriated and committed the offence, the law expects stringent action against the defendant No.1. In fact, he is not entitled for any concession. The misappropriated amount is very huge. But, in the meantime, it shall be noted that immediately after tracing of the fraud, the CBI arrested him and he was in custody. It is borne-out from the evidence that he was in custody for about four years and seven months. Thereafter, the defendant No.1 is punished for the offence committed by him. Under these circumstances, it is not proper to charge current and future interest at the rat of 16.25% per annum. Learned counsel appearing for the defendants No.1 relied upon the decision of the Hon'ble Hon'ble Supreme Court rendered in the case of Central Bank of India v/s Ravindra and others (2002)1 SCC 367 wherein the Hon'ble Hon'ble Supreme Court Court held that award of interest pendente lite and post decree is discretionary. The Hon'ble Hon'ble Supreme Court has further held that in the given case if the principal

sum adjudged on the date of the suit, the component of interest is disproportionate with the principal sum actually due, court may exercise its discretion in awarding interest pendente lite and post decree at a lower rate or may even decline to award interest, but the discretion shall be exercised fairly, judiciously and for reasons to be recorded.

46. As stated above, though the defendant No.1 was indulged in serious offence of fraud and misappropriation, he has already undergone punishment of imprisonment. The plaintiff bank has charged interest as stated above while adjudging the suit claim. The defendant No.1 is now stated to be aged about 80 years. Having regard to the nature of the transaction and amount due, it would be appropriate to direct the defendant No.1 to pay interest at the rate of 8% per annum from the date of suit until its realization on the suit claim. On these observations, issue No.4 is answered party in the affirmative and the following order is passed:-

ORDER

The suit is decreed in part with costs.

The defendant No.1 is directed to pay a sum of ₹24,55,75,593/- along with interest at the rate of 8% per annum from the date of suit until its realisation.

The attachment of items No.1 to 7, 10, 11 & 14 of suit 'B' schedule properties is made absolute. The plaintiff bank is entitled to recover the decreetal amount by the sale of items No.1 to 7, 10, 11 & 14 of suit 'B' schedule properties.

Draw decree accordingly.

(Judgment prepared through Speech to Text App with the assistance of Senior Sheristedar, carried out corrections, print out taken and then pronounced in the Open Court on this the 6th day of September, 2025)

(Vijaya Kumar Rai)
X Addl. City Civil & Sessions Judge,
Bengaluru.

ANNEXURE

List of witnesses examined for the plaintiff:

PW.1 : S. Sukumar

PW.2 : S.V. Hariharan

List of documents exhibited for plaintiff:

Ex.P1 : Certified copy of FIR dated 06.03.2006

Ex.P2 : Certified copy of complaint to bank dtd:28.12.2005

Ex.P3 : Certified copy of withdrawal list

Ex.P4 : C/c of order in Spl.CC 61/2007

Ex.P5 to 274: Transfer debit vouchers, office account for credit, bankers cheque for credit and statement of accounts

Ex.P275 to367: Debit vouchers, credit voucher, statement of account, bankers' cheque and master account statement of PPF accounts

Ex.P368 : C/c of deposition of PW2 in SplCC 68/2007

Ex.P369 : C/c of statement of account of Franklin

Ex.P370 : C/c of statement of account of Lalitha Bai

Ex.P371 : C/c of statement of account of R.S. Kumar

Ex.P372 : C/c of debit voucher

Ex.P373 : C/c of cheque application dated 16.03.1968

Ex.P374 : C/c of cheque dated 16.03.1998

Ex.P375 : C/c of debit voucher dated 01.07.1998

Ex.P376 : C/c of cheque application dated 01.07.1998

Ex.P377 : C/c of cheque dated 01.07.1998

Ex.P378 : Bankers' cheque application dtd:01.10.1996

Ex.P378(a) : Signature of D.1

Ex.P379 : Original bankers cheque application

Ex.P380 : Transfer debit voucher dated 01.10.1996

Ex.P380(a) : Signature of D.1

Ex.P381 : Bankers cheque application dated 01.10.1996

Ex.P381(a) : Signature of D.1

Ex.P382 : Original Bankers cheque

Ex.P383 : Transfer debit voucher dated 01.10.1996

Ex.P383(a) : Signature of D.1

Ex.P384 : Original Bankers cheque

Ex.P384(a) : Signature of D.1

Ex.P385 : Original Bankers cheque

Ex.P386 : Transfer debit voucher dated 14.10.1996

Ex.P386(a) : Signature of D.1

Ex.P387 : Original Bankers cheque dtd:14.10.1996

Ex.P387(a) : Signature of D.1

Ex.P388 : Original Bankers cheque

Ex.P389 : Transfer debit voucher dated 16.10.1996

Ex.P389(a) : Signature of D.1

Ex.P390 : Original Bankers cheque dtd:16.10.1996

Ex.P390(a) : Signature of D.1

Ex.P391 : Original Bankers cheque dtd:16.10.1996

Ex.P392 : Transfer debit voucher dated 16.10.1996

Ex.P392(a) : Signature of D.1

Ex.P393 : Original Bankers cheque application dtd:16.10.1996

Ex.P393(a) : Signature of D.1

Ex.P394 : Original Bankers cheque dtd:16.10.1996

Ex.P395 : Original transfer debit voucher dated 16.10.1996

Ex.P395(a) : Signature of D.1

Ex.P396 : Original Bankers cheque application dtd:16.10.1996

Ex.P396(a) : Signature of D.1

Ex.P397 : Original Bankers cheque dtd:16.10.1996

Ex.P398 : Transfer debit voucher dated 17.10.1996

Ex.P398(a) : Signature of D.1

Ex.P399 : Original Bankers cheque application dtd:17.10.1996

Ex.P399(a) : Signature of D.1

Ex.P400 : Original Bankers cheque application dtd:17.10.1996

Ex.P401 : Original transfer debit voucher dated 17.10.1996

Ex.P401(a) : Signature of D.1

Ex.P402 : Original Bankers cheque application dtd:17.10.1996

Ex.P402(a) : Signature of D.1

Ex.P403 : Original Bankers cheque application dtd:17.10.1996

Ex.P404 : Original transfer debit voucher dated 28.10.1996

Ex.P404(a) : Signature of D.1

Ex.P405 : Original Bankers cheque application

dtd:28.10.1996

Ex.P405(a) : Signature of D.1

Ex.P406 : Original Bankers cheque application dtd:28.10.1996

Ex.P407 : Original transfer debit voucher dated 28.10.1996

Ex.P407(a) : Signature of D.1

Ex.P408 : Original Bankers cheque application dtd:28.10.1996

Ex.P408(a) : Signature of D.1

Ex.P409 : Original Bankers cheque application dtd:28.10.1996

Ex.P410 : Original transfer debit voucher dated 28.10.1996

Ex.P410(a) : Signature of D.1

Ex.P411 : Original Bankers cheque application dtd:28.10.1996

Ex.P411(a) : Signature of D.1

Ex.P412 : Original Bankers cheque application dtd:28.10.1996

Ex.P413 : Original transfer debit voucher dated 06.09.1996

Ex.P413(a) : Signature of D.1

Ex.P414 : Original Bankers cheque application dtd:28.10.1996

Ex.P415 : Original transfer debit voucher dated 06.09.1996

Ex.P415(a) : Signature of D.1

Ex.P416 : Original transfer debit voucher dated 06.09.1996

Ex.P416(a) : Signature of D.1

Ex.P417 : Original Bankers cheque application dtd:06.09.1996

Ex.P418 : Original transfer debit voucher dated 14.09.1996

Ex.P418(a) : Signature of D.1

Ex.P419 : Original Bankers cheque application dtd:14.09.1996

Ex.P419(a) : Signature of D.1

Ex.P420 : Original Bankers cheque application dtd:14.09.1996

Ex.P421 : Original transfer debit voucher dated 14.09.1996

Ex.P421(a) : Signature of D.1

Ex.P422 : Original Bankers cheque application dtd:14.09.1996

Ex.P422(a) : Signature of D.1

Ex.P423 : Original Bankers cheque application dtd:14.09.1996

Ex.P424 : Original transfer debit voucher dated 20.09.1996

Ex.P424(a) : Signature of D.1

Ex.P425 : Original Bankers cheque application dtd:20.09.1996

Ex.P425(a) : Signature of D.1

Ex.P426 : Original Bankers cheque application dtd:20.09.1996

Ex.P427 : Original transfer debit voucher dated 20.09.1996

Ex.P427(a) : Signature of D.1

Ex.P428 : Original Bankers cheque application dtd:20.09.1996

Ex.P428(a) : Signature of D.1

Ex.P429 : Original Bankers cheque application dtd:20.09.1996

Ex.P430 : Original transfer debit voucher dated 01.10.1996

Ex.P430(a) : Signature of D.1

Ex.P431 : Original Bankers cheque application dtd:01.08.1996

Ex.P431(a) : Signature of D.1

Ex.P432 : Original Bankers cheque application dtd:01.08.1996

Ex.P433 : Original transfer debit voucher dated 01.08.1996

Ex.P433(a) : Signature of D.1

Ex.P434 : Original Bankers cheque application dtd:24.06.1996

Ex.P434(a) : Signature of D.1

Ex.P435 : Original Bankers cheque application dtd:26.06.1996

Ex.P436 : Original transfer debit voucher dated 01.07.1996

Ex.P436(a) : Signature of D.1

Ex.P437 : Original Bankers cheque application dtd:01.08.1996

Ex.P437a) : Signature of D.1

Ex.P438 : Original Bankers cheque application dtd:01.08.1996

Ex.P439 : Original transfer debit voucher dated 08.08.1996

Ex.P439(a) : Signature of D.1

Ex.P440 : Original Bankers cheque application

dtd:08.08.1996

Ex.P440(a) : Signature of D.1

Ex.P441 : Original Bankers cheque application dtd:08.08.1996

Ex.P442 : Original transfer debit voucher dated 12.08.1996

Ex.P442(a) : Signature of D.1

Ex.P443 : Original Bankers cheque application dtd:12.08.1996

Ex.P443(a) : Signature of D.1

Ex.P444 : Original Bankers cheque application dtd:12.08.1996

Ex.P445 : Original transfer debit voucher dated 19.08.1996

Ex.P445(a) : Signature of D.1

Ex.P446 : Original Bankers cheque application dtd:19.08.1996

Ex.P446(a) : Signature of D.1

Ex.P447 : Original Bankers cheque application dtd:19.08.1996

Ex.P448 : Original transfer debit voucher dated 19.08.1996

Ex.P448(a) : Signature of D.1

Ex.P449 : Original Bankers cheque application dtd:19.08.1996

Ex.P449(a) : Signature of D.1

Ex.P450 : Original Bankers cheque application dtd:19.08.1996

Ex.P451 : Original transfer debit voucher dated 19.08.1996

Ex.P451(a) : Signature of D.1

Ex.P452 : Original Bankers cheque application dtd:19.08.1996

Ex.P452(a) : Signature of D.1

Ex.P453 : Original Bankers cheque application dtd:19.08.1996

Ex.P454 : Original transfer debit voucher dated 19.08.1996

Ex.P454(a) : Signature of D.1

Ex.P455 : Original Bankers cheque application dtd:19.08.1999

Ex.P455(a) : Signature of D.1

Ex.P456 : Original Bankers cheque application dtd:19.08.1996

Ex.P457 : Original transfer debit voucher dated 06.09.1996

Ex.P457(a) : Signature of D.1

Ex.P458 : Original Bankers cheque application dtd:07.07.1996

Ex.P458(a) : Signature of D.1

Ex.P459 : Original Bankers cheque application dtd:19.08.1999

Ex.P460 : Original transfer debit voucher dated 10.07.1996

Ex.P460(a) : Signature of D.1

Ex.P461 : Original Bankers cheque application dtd:10.07.1996

Ex.P461(a) : Signature of D.1

Ex.P462 : Original Bankers cheque application dtd:19.08.1999

Ex.P463 : Original transfer debit voucher dated 10.07.1996

Ex.P463(a) : Signature of D.1

Ex.P464 : Original Bankers cheque application dtd:10.07.1996

Ex.P464(a) : Signature of D.1

Ex.P465 : Original Bankers cheque application dtd:19.08.1999

Ex.P466 : Original transfer debit voucher dated 25.07.1996

Ex.P466(a) : Signature of D.1

Ex.P467 : Original Bankers cheque application dtd:25.07.1996

Ex.P467(a) : Signature of D.1

Ex.P468 : Original Bankers cheque application dtd:19.08.1999

Ex.P469 : Original transfer debit voucher dated 25.07.1996

Ex.P469(a) : Signature of D.1

Ex.P470 : Original Bankers cheque application dtd:25.07.1996

Ex.P470(a) : Signature of D.1

Ex.P471 : Original Bankers cheque application dtd:19.08.1999

Ex.P472 : Original transfer debit voucher dated 25.07.1996

Ex.P472(a) : Signature of D.1

Ex.P473 : Original Bankers cheque application dtd:25.07.1996

Ex.P473(a) : Signature of D.1

Ex.P474 : Original Bankers cheque application dtd:19.08.1999

Ex.P475 : Original transfer debit voucher

dated 26.07.1996

Ex.P475(a) : Signature of D.1

Ex.P476 : Original Bankers cheque application dtd:26.07.1996

Ex.P476(a) : Signature of D.1

Ex.P477 : Original Bankers cheque application dtd:19.08.1999

Ex.P478 : Original transfer debit voucher dated 01.08.1996

Ex.P478(a) : Signature of D.1

Ex.P479 : Original Bankers cheque application dtd:08.06.1996

Ex.P479(a) : Signature of D.1

Ex.P480 : Original Bankers cheque application dtd:19.08.1996

Ex.P481 : Original transfer debit voucher dated 08.06.1996

Ex.P481(a) : Signature of D.1

Ex.P482 : Original Bankers cheque application dtd:08.06.1996

Ex.P482(a) : Signature of D.1

Ex.P483 : Original Bankers cheque application dtd:19.08.1999

Ex.P484 : Original transfer debit voucher dated 08.06.1996

Ex.P484(a) : Signature of D.1

Ex.P485 : Original Bankers cheque application dtd:08.06.1996

Ex.P485(a) : Signature of D.1

Ex.P486 : Original Bankers cheque application dtd:19.08.1999

Ex.P487 : Original transfer debit voucher
dated 18.06.1996

Ex.P487(a) : Signature of D.1

Ex.P488 : Original Bankers cheque application
dtd:18.06.1996

Ex.P488(a) : Signature of D.1

Ex.P489 : Original Bankers cheque application
dtd:18.06.1996

Ex.P490 : Original transfer debit voucher
dated 18.06.1996

Ex.P490(a) : Signature of D.1

Ex.P491 : Original Bankers cheque application
dtd:18.06.1996

Ex.P491(a) : Signature of D.1

Ex.P492 : Original Bankers cheque application
dtd:18.06.1996

Ex.P493 : Original transfer debit voucher
dated 24.06.1996

Ex.P493(a) : Signature of D.1

Ex.P494 : Original Bankers cheque application
dtd:24.06.1996

Ex.P494(a) : Signature of D.1

Ex.P495 : Original Bankers cheque application
dtd:24.06.1996

Ex.P496 : Original transfer debit voucher
dated 24.06.1996

Ex.P496(a) : Signature of D.1

Ex.P497 : Original Bankers cheque application
dtd:24.06.1996

Ex.P497(a) : Signature of D.1

Ex.P498 : Original Bankers cheque application

dtd:24.06.1996

Ex.P499 : Original transfer debit voucher dated 24.06.1996

Ex.P499(a) : Signature of D.1

Ex.P500 : Original Bankers cheque application dtd:24.06.1996

Ex.P500(a) : Signature of D.1

Ex.P501 : Original Bankers cheque application dtd:24.06.1996

Ex.P502 : Original transfer debit voucher dated 24.06.1996

Ex.P502(a) : Signature of D.1

Ex.P503 : Original Bankers cheque application dtd:24.06.1996

Ex.P503(a) : Signature of D.1

Ex.P504 : Original Bankers cheque application dtd:24.06.1996

Ex.P505 : Original transfer debit voucher dated 24.06.1996

Ex.P505(a) : Signature of D.1

Ex.P506 : Original Bankers cheque application dtd:02.05.1996

Ex.P506(a) : Signature of D.1

Ex.P507 : Original Bankers cheque application dtd:02.05.1996

Ex.P508 : Original transfer debit voucher dated 02.05.1996

Ex.P508(a) : Signature of D.1

Ex.P509 : Original Bankers cheque application dtd:02.05.1996

Ex.P509(a) : Signature of D.1

Ex.P510 : Original Bankers cheque application dtd:02.05.1996

Ex.P511 : Original transfer debit voucher dated 02.05.1996

Ex.P511(a) : Signature of D.1

Ex.P512 : Original Bankers cheque application dtd:02.05.1996

Ex.P512(a) : Signature of D.1

Ex.P513 : Original transfer debit voucher dated 08.06.1996

Ex.P513(a) : Signature of D.1

Ex.P514 : Original Bankers cheque application dtd:04.02.1996

Ex.P514(a) : Signature of D.1

Ex.P515 : Original Bankers cheque application dtd:02.02.1996

Ex.P516 : Original transfer debit voucher dated 02.02.1996

Ex.P516(a) : Signature of D.1

Ex.P517 : Original Bankers cheque application dtd:02.02.1996

Ex.P517(a) : Signature of D.1

Ex.P518 : Original Bankers cheque application dtd:02.02.1996

Ex.P519 : Original transfer debit voucher dated 02.02.1996

Ex.P519(a) : Signature of D.1

Ex.P520 : Original Bankers cheque application dtd:02.02.1996

Ex.P520(a) : Signature of D.1

Ex.P521 : Original Bankers cheque application

dtd:02.02.1996

Ex.P522 : Original transfer debit voucher dated 02.02.1996

Ex.P522(a) : Signature of D.1

Ex.P523 : Original Bankers cheque application dtd:02.02.1996

Ex.P523(a) : Signature of D.1

Ex.P524 : Original Bankers cheque application dtd:02.02.1996

Ex.P525 : Original transfer debit voucher dated 08.02.1996

Ex.P525(a) : Signature of D.1

Ex.P526 : Original Bankers cheque application dtd:08.02.1996

Ex.P526(a) : Signature of D.1

Ex.P527 : Original Bankers cheque application dtd:08.02.1996

Ex.P528 : Original transfer debit voucher dated 09.02.1996

Ex.P528(a) : Signature of D.1

Ex.P529 : Original Bankers cheque application dtd:09.02.1996

Ex.P529(a) : Signature of D.1

Ex.P530 : Original Bankers cheque application dtd:09.02.1996

Ex.P531 : Original transfer debit voucher dated 09.02.1996

Ex.P531(a) : Signature of D.1

Ex.P532 : Original Bankers cheque application dtd:09.02.1996

Ex.P532(a) : Signature of D.1

Ex.P533 : Original Bankers cheque application dtd:09.02.1996

Ex.P534 : Original transfer debit voucher dated 09.02.1996

Ex.P534(a) : Signature of D.1

Ex.P535 : Original Bankers cheque application dtd:09.02.1996

Ex.P535(a) : Signature of D.1

Ex.P536 : Original Bankers cheque application dtd:09.02.1996

Ex.P537 : Original transfer debit voucher dated 09.02.1996

Ex.P537(a) : Signature of D.1

Ex.P538 : Original Bankers cheque application dtd:09.02.1996

Ex.P538(a) : Signature of D.1

Ex.P539 : Original Bankers cheque application dtd:09.02.1996

Ex.P540 : Original transfer debit voucher dated 09.02.1996

Ex.P540(a) : Signature of D.1

Ex.P541 : Original Bankers cheque application dtd:09.02.1996

Ex.P541(a) : Signature of D.1

Ex.P542 : Original Bankers cheque application dtd:09.02.1996

Ex.P543 : Original transfer debit voucher dated 09.02.1996

Ex.P543(a) : Signature of D.1

Ex.P544 : Original Bankers cheque application dtd:09.02.1996

Ex.P544(a) : Signature of D.1
Ex.P545 : Original Bankers cheque application dtd:09.02.1996
Ex.P546 : Original transfer debit voucher dated 19.02.1996
Ex.P547(a) : Signature of D.1
Ex.P548 : Original Bankers cheque application dtd:19.02.1996
Ex.P548(a) : Signature of D.1
Ex.P549 : Original Bankers cheque application dtd:19.02.1996
Ex.P550 : Original transfer debit voucher dated 19.02.1996
Ex.P550(a) : Signature of D.1
Ex.P551 : Original Bankers cheque application dtd:19.02.1996
Ex.P551(a) : Signature of D.1
Ex.P552 : Original Bankers cheque application dtd:19.02.1996
Ex.P553 : Original transfer debit voucher dated 22.02.1996
Ex.P553(a) : Signature of D.1
Ex.P554 : Original Bankers cheque application dtd:22.02.1996
Ex.P554(a) : Signature of D.1
Ex.P555 : Original Bankers cheque application dtd:22.02.1996
Ex.P556 : Original transfer debit voucher dated 22.02.1996
Ex.P556(a) : Signature of D.1
Ex.P557 : Original Bankers cheque application

dtd:22.02.1996

Ex.P557(a) : Signature of D.1

Ex.P558 : Original Bankers cheque application dtd:22.02.1996

Ex.P559 : Original transfer debit voucher dated 02.05.1996

Ex.P559(a) : Signature of D.1

Ex.P560 : Original Bankers cheque application dtd:11.01.1996

Ex.P560(a) : Signature of D.1

Ex.P561 : Original Bankers cheque application dtd:11.01.1996

Ex.P562 : Original transfer debit voucher dated 11.01.1996

Ex.P562(a) : Signature of D.1

Ex.P563 : Original Bankers cheque application dtd:11.01.1996

Ex.P563(a) : Signature of D.1

Ex.P564 : Original Bankers cheque application dtd:11.01.1996

Ex.P565 : Original transfer debit voucher dated 11.01.1996

Ex.P565(a) : Signature of D.1

Ex.P566 : Original Bankers cheque application dtd:11.01.1996

Ex.P566(a) : Signature of D.1

Ex.P567 : Original Bankers cheque application dtd:11.01.1996

Ex.P568 : Original transfer debit voucher dated 11.01.1996

Ex.P568(a) : Signature of D.1

Ex.P569 : Original Bankers cheque application dtd:11.01.1996

Ex.P569(a) : Signature of D.1

Ex.P570 : Original Bankers cheque application dtd:11.01.1996

Ex.P571 : Original transfer debit voucher dated 22.01.1996

Ex.P571(a) : Signature of D.1

Ex.P572 : Original Bankers cheque application dtd:22.01.1996

Ex.P572(a) : Signature of D.1

Ex.P573 : Original Bankers cheque application dtd:22.01.1996

Ex.P574 : Original transfer debit voucher dated 22.01.1996

Ex.P574(a) : Signature of D.1

Ex.P575 : Original Bankers cheque application dtd:22.01.1996

Ex.P575(a) : Signature of D.1

Ex.P576 : Original Bankers cheque application dtd:22.01.1996

Ex.P577 : Original transfer debit voucher dated 02.02.1996

Ex.P577(a) : Signature of D.1

Ex.P578 : Original Bankers cheque application dtd:07.12.1995

Ex.P578(a) : Signature of D.1

Ex.P579 : Original Bankers cheque application dtd:07.12.1995

Ex.P580 : Original transfer debit voucher dated 07.12.1995

Ex.P580(a) : Signature of D.1

Ex.P581 : Original Bankers cheque application dtd:07.12.1995

Ex.P581(a) : Signature of D.1

Ex.P582 : Original Bankers cheque application dtd:07.12.1995

Ex.P583 : Original transfer debit voucher dated 07.12.1995

Ex.P583(a) : Signature of D.1

Ex.P584 : Original Bankers cheque application dtd:07.12.1995

Ex.P584(a) : Signature of D.1

Ex.P585 : Original Bankers cheque application dtd:07.12.1995

Ex.P586 : Original transfer debit voucher dated 26.12.1995

Ex.P586(a) : Signature of D.1

Ex.P587 : Original Bankers cheque application dtd:26.12.1995

Ex.P587(a) : Signature of D.1

Ex.P588 : Original Bankers cheque application dtd:26.12.1995

Ex.P589 : Original transfer debit voucher dated 26.12.1995

Ex.P589(a) : Signature of D.1

Ex.P590 : Original Bankers cheque application dtd:26.12.1995

Ex.P590(a) : Signature of D.1

Ex.P591 : Original Bankers cheque application dtd:26.12.1995

Ex.P592 : Original transfer debit voucher

dated 26.12.1995

Ex.P592(a) : Signature of D.1

Ex.P593 : Original Bankers cheque application dtd:26.12.1995

Ex.P593(a) : Signature of D.1

Ex.P594 : Original Bankers cheque application dtd:26.12.1995

Ex.P595 : Original transfer debit voucher dated 11.01.1996

Ex.P595(a) : Signature of D.1

Ex.P596 : Original transfer debit voucher dated 20.11.1995

Ex.P596(a) : Signature of D.1

Ex.P597 : Original Bankers cheque application dtd:20.11.1995

Ex.P597(a) : Signature of D.1

Ex.P598 : Original Bankers cheque application dtd:20.11.1995

Ex.P599 : Original transfer debit voucher dated 20.11.1995

Ex.P599(a) : Signature of D.1

Ex.P600 : Original Bankers cheque application dtd:20.11.1995

Ex.P600(a) : Signature of D.1

Ex.P601 : Original Bankers cheque application dtd:20.11.1995

Ex.P602 : Original transfer debit voucher dated 20.11.1995

Ex.P602(a) : Signature of D.1

Ex.P603 : Original Bankers cheque application dtd:20.11.1995

Ex.P603(a) : Signature of D.1
Ex.P604 : Original Bankers cheque application dtd:20.11.1995
Ex.P605 : Original transfer debit voucher dated 22.11.1995
Ex.P605(a) : Signature of D.1
Ex.P606 : Original Bankers cheque application dtd:22.11.1995
Ex.P606(a) : Signature of D.1
Ex.P607 : Original Bankers cheque application dtd:22.11.1995
Ex.P608 : Original transfer debit voucher dated 22.11.1995
Ex.P608(a) : Signature of D.1
Ex.P609 : Original Bankers cheque application dtd:22.11.1995
Ex.P609(a) : Signature of D.1
Ex.P610 : Original Bankers cheque application dtd:22.11.1995
Ex.P611 : Original transfer debit voucher dated 22.11.1995
Ex.P611(a) : Signature of D.1
Ex.P612 : Original Bankers cheque application dtd:22.11.1995
Ex.P612(a) : Signature of D.1
Ex.P613 : Original Bankers cheque application dtd:22.11.1995
Ex.P614 : Original transfer debit voucher dated 22.11.1995
Ex.P614(a) : Signature of D.1
Ex.P615 : Original Bankers cheque application

dtd:22.11.1995

Ex.P615(a) : Signature of D.1

Ex.P616 : Original Bankers cheque application dtd:22.11.1995

Ex.P617 : Original transfer debit voucher dated 22.11.1995

Ex.P617(a) : Signature of D.1

Ex.P618 : Original Bankers cheque application dtd:22.11.1995

Ex.P618(a) : Signature of D.1

Ex.P619 : Original Bankers cheque application dtd:22.11.1995

Ex.P620 : Original transfer debit voucher dated 22.11.1995

Ex.P620(a) : Signature of D.1

Ex.P621 : Original Bankers cheque application dtd:22.11.1995

Ex.P621(a) : Signature of D.1

Ex.P622 : Original Bankers cheque application dtd:22.11.1995

Ex.P623 : Original transfer debit voucher dated 22.11.1995

Ex.P623(a) : Signature of D.1

Ex.P624 : Original Bankers cheque application dtd:22.11.1995

Ex.P624(a) : Signature of D.1

Ex.P625 : Original Bankers cheque application dtd:22.11.1995

Ex.P626 : Original transfer debit voucher dated 22.11.1995

Ex.P626(a) : Signature of D.1

Ex.P627 : Original Bankers cheque application dtd:22.11.1995

Ex.P627(a) : Signature of D.1

Ex.P628 : Original Bankers cheque application dtd:22.11.1995

Ex.P629 : Original transfer debit voucher dated 22.11.1995

Ex.P629(a) : Signature of D.1

Ex.P630 : Original Bankers cheque application dtd:22.11.1995

Ex.P630(a) : Signature of D.1

Ex.P631 : Original Bankers cheque application dtd:22.11.1995

Ex.P632 : Original transfer debit voucher dated 07.12.1995

Ex.P632(a) : Signature of D.1

Ex.P633 & 634: Copies of judgments passed in Spl.CC 61/2007, 67/2007 & 68/2007

Ex.P635 : Judgment passed in Spl.CC 61/2007

Ex.P636 : Copy of judgment passed in Crl.A.No.58/2010

Ex.P637 : Copy of judgment passed by Hon’ble Supreme Court

List of witnesses examined for the defendants:

D.W1 : C.R. Rajendra Babu

List of documents exhibited for defendants:

Ex.D1 : C/c of judgment passed in CBI proceeding

Ex.D2 : C/c of letter dated 12.05.2008

Ex.D3 : Office copy of letter dtd:03.04.2012

Ex.D4 to 8: C/c of IT returns

Ex.D9 : Copy of acknowledgement dtd:03.04.2012

Ex.D10 : Reply letter dated 11.04.2012

Ex.D11 to 15: Five IT returns

Ex.D16 : Letter dtd:25.01.2006

Ex.D17 to 19: 3 IT returns

Ex.D20 : C/c of order passed in SLP 29957/2016

Ex.D21 : Letter dtd:13.06.2008

Ex.D22 : C/c of letter dated 17.05.2008

Ex.D23 & 24: C/c of salary particulars of DW1

Ex.D25 : C/c of salary account

Ex.D26 : C/c of letter dtd:10.02.2011

Ex.D27 : C/c of salary particulars containing 21 pages

Ex.D28 : C/c of particulars of salary account

Ex.D29 : C/c of particulars of payment

Ex.D30 : C/c of particulars of PF encashment

Ex.D31 : C/c of statement of assets & liabilities

Ex.D32 : Tax demand notice

Ex.D33 : Special notice dtd:19.09.1987

Ex.D34 : Notice issued by Rent & Accommodation Controller dated 18.09.1987

Ex.D35 : Endorsement given by Rent & Accommodation Controller

Ex.D36 : Notice issued by Rent & Accommodation Controller dated 26.06.1982

Ex.D37 : Execution petition notice along with execution petition

Ex.D38 to 42: C/c of sale deeds dtd:26.04.2004

Ex.D43 & 44: C/c of sale deeds dtd:04.09.1999

Ex.D45 : C/c of sale deed dtd:26.04.2004

Ex.D46 & 47: C/c of sale deeds dtd:08.12.2000

Ex.D48 : C/c of sale deed dtd:04.09.1999

Ex.D49	: C/c of sale deed dtd:15.02.1999
Ex.D50	: C/c of sale deed dtd:28.01.1999
Ex.D51	: Death certificate of my son
Ex.D52	: C/c of sale deed dtd:08.09.1999

X Addl. City Civil & Sessions Judge,
Bangalore.