

**IN THE COURT OF JAGDEEP SINGH, SPECIAL JUDGE,
CBI (HARYANA) AT PANCHKULA.
UID NO.: HR0125**

Case Type	SC
Filing No.	382/2013
Registration No.	22/2013
CNR No.	HRPK01-000166-2009
Date of Decision	31.07.2017

- CBI **VERSUS** 1. Rattan Lal Rajak, Aged 75 years
son of Ram Parshad, resident of
H. No. 128/70, D Block, Kidwai
Nagar, Kanpur (U.P.).
2. Satyabroto Banerji, Aged 68 years
son of late Ramananda Banerji,
resident of B-3, Industrial Assurance
Building, Church Gate, Mumbai.

**(Since deceased and proceedings qua him
dropped vide Order dated 1.10.2012)**

... Accused.

RC No. AC3 2007 A0001 dated 16.08.2007

under sections 120-B IPC r/w section 477-A IPC and under
Sections 7,8,12, & 13 (1) (d) r/w 13(2) of the Prevention of
Corruption Act, 1988.

Police Station: CBI/ACU.III/New Delhi.

Present: Shri Jitender Kumar, Senior PP for the CBI.
Accused on bail with Sh. S.P.S. Parmar, Advocate.

JUDGMENT

The above-named accused have been sent up to face trial in case
FIR No. RC AC3 2007 A0001 dated 16.08.2007 under Sections 120-B
IPC read with section 477-A of IPC and under Sections 7, 8, 12 & 13(2)
r/w section 13 (1) (d) of the Prevention of Corruption Act, 1988
(hereinafter referred to as the PC Act) and substantive offences thereof by

CBI, ACU.III, New Delhi.

2. Adumbrated, the facts of the present case are that present case was registered in CBI, ACU.III/New Delhi Branch on the basis of allegations that Dr. Rattan Lal Rajak, the then Plant Protection Advisor, while functioning as a Member of the Central Insecticides Board and Registration Committee, obtained illegal gratification to the tune of US \$ 32,000/- approximately from M/s. DE-Nocil Crop Protection Ltd., presently known as DOW Agro Sciences India Pvt. Ltd., Mumbai, a subsidiary of M/s. DOW Chemical Company based in USA for expediting registration of its products viz. Nurella D, Pride and Dursban 10G, during the period from 1996 to 2001. The product formulators of the company viz. M/s. Agro Pack and M/s. Crop Health Products Ltd. facilitated the payment of illegal gratification by accumulating funds in their books by loading bogus incidental charges in their bills to the company and raising false invoices on the company for capital goods by mutual agreement with the company with the approval of the Managing Director. The payments of illegal gratification were made through consultants of the company, out of whom two were former employees of M/s DE-Nocil Crop Protection Pvt. Ltd. It was also alleged that in addition to cash, gifts including jewellery, travel and hotel expenses were made to Dr. Rajak by M/s. De-Nocil Crop Protection Ltd.

3. During the course of investigation it was revealed that M/s. De-Nocil Crop Protection Ltd. was incorporated on 07.12.1994 vide registration No. 11-83566 of 1994 for dealing with Agro Chemical Products in the name of 'DE-Nocil Agro Chemical Pvt. Ltd.' The name of

the company was changed to DE-Nocil Crop. Protection Ltd. on 20.04.1995 and term 'Pvt.' was deleted from the name of company and it was changed to De-Nocil Crop Protection Ltd. on 06.09.1995. The term 'Pvt.' was again added in company's name on 17.05.2005 and the name of the company was changed to Dow Agro Science India Pvt. Ltd. It was further revealed that M/s. DE-Nocil Crop Protection Ltd., presently known as Dow Agro Sciences Pvt. Ltd., had applied for registration of its three products viz. Nurelle D, Pride and Dursban 10g on 09.02.1995, 01.04.1999 and 10.02.1998 on a prescribed performa alongwith scientific data of respective products in the office of Secretary, Central Insecticides Boards and Registration Committee on 29.07.1997, 05.05.2000 and 12.05.1998, respectively. Dr. Rattan Lal Rajak, being Plant Protection Advisor to the Govt. of India, was head in the office of Directorate, Plant Protection Quarantine & Storage under which office of Secretary, Central Insecticides Board exists, as such he was nominated as one of the members of all the three registration committees which accorded approval for registration of all the three products of M/s. DE-Nocil Crop Protection Ltd.

4. Further investigation revealed that Dr. R. L. Ramakrishnan, the then Commercial Vice President in consultation with Dr. Ajit Kumar who was assigned the job of registration and officials of M/s. DE-Nocil Crop Protection Ltd. appointed Satyabroto Banerji as Consultant with a view to get their products registered expeditiously i.e. before a particular crop season for marketing purpose by Central Insecticides Board & Registration Committee (CIB & RC). Satyabroto Banerji in a meeting

with Dr. R. L. Ramakrishnan and Dr. Ajit Kumar told that some amount was required to be paid as bribe to Dr. Rattan Lal Rajak, the then Plant Protection Advisor to the Govt. of India, a key member of CIB & RC for registration. M/s. Agro Pack raised inflated invoices under the name of false incidental charges in the bills raised on M/s. DE-Nocil Crop Protection Ltd. and received payment of such excess incidental charges which was utilized for bribing the accused public servant. These incidental charges in the invoices in the bills raised by M/s. Agro Pack on M/s. De-Nocil were in addition to the cost of product, packaging charges and profit. The amount was paid by De-Nocil Crop Protection Ltd. to Bipin Patel, Proprietor of M/s. Agro Pack. The excess amount so claimed was given back to the representatives of De-Nocil as and when they required and the accumulated amount was given to Satyabroto Banerji for the purpose to pass it on to Dr. Rattan Lal Rajak and get registration of the product expedited. Bipin Patel disclosed that an amount of ₹ 1,25,000/- and ₹ 1,00,000/- was paid to Satyabroto Banerji vide cheques issued from account No. 103179, Indian Bank, Nariman Point Branch, Mumbai. The amount was shown in the books of M/s. Agro Pack out of the funds generated through fictitious incidental charges. He admitted that a total of ₹ 5,36,000/- was paid to Satyabroto Banerji from the excess incidental charges claimed from M/s. De-Nocil for registration of products of M/s. De-Nocil. He claimed that they placed invoices for ₹ 4,78,08,760/- in 1998-1999, ₹ 4,79,66,284/- in 1999-2000 and for ₹ 4,20,13,251/- in 2000-2001 on M/s. De-Nocil which included excess 'incidental charges' as per direction of Dr. R.L. Ramakrishnan, the then officer of M/s. De-Nocil.

The actual amounts of the bills excluding the fictitious incidental charges were ₹ 4,73,04,959/- in 1998-1999, ₹ 4,74,51,871/- in 1999-2000 and ₹ 4,09,27,155/- in 2000-2001 which would have included genuine cost of product, packing material costs and profit margin. Thus, ₹ 5,03,801/-, ₹ 5,14,413/- and ₹ 10,86,096/-, total ₹ 21,04,310/- were claimed in excess. He also claimed that the excess payment claimed from M/s. De-Nocil had already been returned back to their representatives either in cash or credit notes as per the direction of employees of the then De-Nocil received from time to time.

5. Further investigation revealed that during scrutiny of the bank account of M/s Niji Health Care of Satyabroto Banerji maintained in Bank of Maharashtra, Borivali, Mumbai, it was found that ₹ 1 Lac and ₹ 1,25,000/- were received from M/s. Agro Pack of Bipin Patel on 12.02.1998 and 12.04.1998 and amount of ₹ 15,000/- was remitted on two occasions by demand drafts. The record of Bank of Maharashtra revealed that two drafts bearing Nos. 163572 dated 12.02.1998 and No. 163827 dated 11.04.1998 for ₹ 15,000/- each were received in the account of M/s. Jhelum Enterprises, New Delhi, being maintained in the Bank of Rajasthan, South Extension Branch, New Delhi. The partners of M/s. Jhelum Enterprises were Smt. Nirmal Jhelum and Lalit Kumar. Nirmal Jhelum is wife of Subhash Jhelum who is real brother of Dr. Rattan Lal Rajak. It was also revealed that a bank account held in the name of M/s. Jhelum Enterprises, New Delhi was opened in the Bank of Rajasthan, New Delhi by Smt. Nirmal Jhelum and Lalit Kumar jointly. Smt. Nirmal Jhelum was having shop in the name and style of Jhelum Enterprises in

Kurukshetra. M/s. Jhelum Enterprises was engaged in marketing of mosquito coil at village Kishanpura, Pipli, District Kurukshetra, Haryana. Smt. Nirmal Jhelum took the plea that money was paid by Satyabroto Banerji for the services rendered to M/s. Niji Health Care for exploring the possibilities of marketing the products of Satyabroto Banerji. She could not produce any document about the services rendered by their firm to Niji Health Care.

6. Further investigation disclosed that ₹ 50,000/- and ₹ 2,25,000/- were withdrawn by Rajesh Rajak, son of Dr. R.L.Rajak from a/c No.19757 of M/s Jhelum Enterprises on 04.12.1997 and 19.04.2000. Mrs. Nirmal Jhelum stated that the money was given as loan to Rajesh Rajak who was in need of money. She could not give further details and stated that due to passage of time she doesn't recollect the details about refund of the money by Rajesh Rajak and does not know if the amount of loan was shown in the account books of M/s Jhelum Enterprises and does not know if the same was shown in the Income Tax Return for the respective financial years. Despite notice U/s 91 served upon her to furnish the relevant documents before the CBI she did not furnish any records.

7. Further certain invoices/bills/vouchers of M/s De-Nocil Crop Protection Ltd., presently known as Dow Agro Sciences Pvt. Ltd., were seized and taken into police possession. These vouchers/bills were scrutinized and during scrutiny it has been found that certain invoices/bills/vouchers contain expenses incurred by M/s De-Nocil Crop Protection Ltd. on Dr.Rattan Lal Rajak, the then Plant Protection Advisor to the Govt. Of India during the period 1996 to 2001 when three products viz. Pride,

Dursban 10g and Nurelle D of M/s De-Nocil were pending before Central Insecticides Board and Registration Committee for registration. It was revealed that air journey tickets enclosed with Journal Voucher No.229 dated 29.10.1999 was got booked by M/s De-Nocil through Sita Travels World Travel (India) Ltd. for Dr. Rattan Lal Rajak and its payment was made by M/s De-Nocil Crop Protection Pvt. Ltd. A perusal of statement of outstanding as on 30.09.1999 sent by Sita World Travel (India) Ltd. to M/s De-Nocil Crop Protection Ltd. shows that a sum of ₹7818.00 was raised by Sita Travels on account of arranging ticket for Mr. R.Raja. The payment of air fares was made by De-Nocil Crop Protection Ltd. vide cheque No.170646. Investigation has disclosed that Dr.R.L.Rajak visited Mumbai and travelled back by air with another person, who may be Naresh Pandey because the record of hotel Leela, Mumbai clearly show that Dr. R.L.Rajak stayed in the hotel from 27.08.1999 to 29.08.1999 in the assumed name of Raja. Dr. R. and these dates are coinciding with the air tickets from Mumbai to Delhi. Investigation has further revealed that stay for Dr. R.L. Rajak was also got booked by De-Nocil Crop Protection Ltd. in the fictitious name of Raja Dr. R. in the Leela, Mumbai from 27.08.1999 to 29.08.1999. Dr. Ajit Kumar proved hotel Bill dated 03.09.2009 raised on De-Nocil Crop Protection Ltd. He stated that Dr. Rattan Lal Rajak, the then Plant Protection Advisor to the Govt. of India, had directed the company to get two rooms booked for him. He also asked the company to get the rooms booked in the names of Raja, Dr. R and Mr. Naresh Pandey who was known as his Personal Assistant. Further revealed that Giridhar Kumar H.S, Financial Controller in Hotel Leela

proved Original Guest Folio of Raja, Dr. R, R/o 1106, Type 5, NH-3, Faridabad and Original Guest Folio of Pandey, Mr. Naresh, R/o 841, Type 2, NH-3, Faridabad. He stated that both of them stayed in the Leela Hotel, Mumbai from 27.08.1999 to 29.08.1999 in Room No.202 and 203 respectively. He stated that their stay was got booked by M/s De-Nocil Crop Protection Ltd., thereby total bills including stay charges of the rooms and other rooms service charges of ₹ 32,264.76 were sent to M/s De-Nocil. Dr.Ajit Kumar stated that as directed by Dr.R.L.Rajak, he got booked two rooms in Leela Hotel, one in assumed name of Raja, Dr.R. and another in the name of Naresh Pandey.

8. Investigation further revealed that M/s De-Nocil Crop Protection Ltd. got the stay of Dr.R.L.Rajak arranged in hotel Regent, Mumbai in the fictitious name of Mr. R.Raja. Dr.Ajit Kumar, the then Registration Manager, De-Nocil Crop Protection Ltd., proved the hotel bill dated 22.07.2000 raised by the Regent Hotel Mumbai on M/s De-Nocil on account of stay for Mr.R.L.Rajak. Dr.Ajit Kumar approved hotel bill on 02.08.2000 and company made payment of ₹33,147/- to the Regent Hotel vide City Bank cheque No.854871. He stated that R.Raja is fictitious name for Dr.Rattan Lal Rajak, the then Plant Protection Advisor, who stayed in the Regent Hotel. The version of Dr.Ajit Kumar has been confirmed by tour programme dated 25.07.2000 duly approved by Dr.R.L. Rajak himself. A perusal of tour programme revealed that Dr. Rattan Lal Rajak left his duty place i.e. Faridabad on 20.07.2000 for Mumbai and stayed there till 22.07.2000. This aspect is further confirmed by Shri Homi R.Sukheshwala, the then Manager Regent Hotel, who proved

original copy of statements of account pertaining to bill No.14232 dated 22.07.2000 for ₹33,147.23 on account of stay of Mr. R. Raja raised by the Regent Hotel, Mumbai. He also stated that payment of the bill was made by M/s De-Nocil vide cheque No.854871 dated 04.08.2000.

9. Further investigation revealed that stay for Dr. R.L. Rajak and his brother was got booked by De-Nocil Crop Protection Ltd. in Regent Hotel, Mumbai. Dr. Ajit Kumar proved bill of Hotel Regent, Mumbai dated 21.07.2011 containing expenses incurred by Hotel on Mr. Jhelum and Mr. Singh. It was further revealed that Dr. R.L. Rajak obtained pecuniary advantages by getting taxi services arranged from M/s De-Nocil Crop Protection Ltd. Dr. Ajit Kumar proved various bills raised by M/s. Friends Tours and Travels on M/s. De-Nocil Crop Protection Ltd. Dr. Ajit Kumar proved that the payments of various bills were made by De-Nocil and against those bills, taxi facilities were availed by Dr. R.L. Rajak for himself, his brother Subhash Jhelum and also for Naresh Pandey, so called PA to him. It was further revealed that stay of Naresh Pandey was got arranged by M/s. De-Nocil in Taj Mahal Hotel as directed by Dr. R.L. Rajak. Dr. Ajit Kumar proved bill of ₹ 8,677/- raised by Taja Mahal Hotel, Mumbi, on De-Nocil Crop Protection Ltd. relating to stay of Naresh Pandey, known as Personal Assistant to Dr. R.L. Rajak. Sh. Satyabrata Nandi, Credit Manager, Taj Mahal Palace & Tower, Mumbai proved hotel bill No. TMM 2026235 raised by hotel on De-Nocil Crop Protection Ltd for stay of Naresh Pandey from 20.01.2000 to 21.01.2000. It was further disclosed during investigation that ₹ 18,081/- was paid by M/s. De-Nocil Crop Protection Ltd. to Park Hotel Sheraton & Towers,

T.T.K. Rd., Chennai on account of stay of Dr. R.L. Rajak. Dr. Ajit Kumar proved bill of ₹ 9,091/- raised by Park Sheraton Hotel & Towers, Chennai for the stay of Dr. R.L. Rajak. His stay was got arranged by Dr. Ajit Kumar in the assumed name of Raja R. on the direction received by Dr. R.L. Rajak. Lt. Col. P. Chandrashekhar, Loss Prevention Manager of the Hotel proved bill covering letter dated 20.04.2000 attached with Vendor Code No. 770389 for ₹ 18,081.25 raised by Park Hotel Sheraton & Towers, T.T.K. Rd., Chennai. It has further come during the course of investigation that when Dr. R.L. Rajak visited Chennai for treatment of his relative in June 1999, his food was arranged by M/s. De-Nocil from 11.06.1999 to 26.06.1999 in restaurant Carnival Heights and this restaurant raised bills of food on De-Nocil which were submitted by Dr. R. L. Ramakrishnan to the company for re-imburement and accordingly company made payment of these bills through cheque No. 434833. During the stay of Dr. R.L. Rajak at Chennai, conveyance for him was arranged by Dr. R.L. Ramakrishnan who directed Mrs. Pearl, Incharge branch office of De-Nocil, Chennai and who accordingly got arranged taxi for Dr. R.L. Rajak through Travel Wings Agency from 11.06.1999 to 27.06.1999. Sh. Satyabroto Banerji played role of conduit between Dr. Rattan Lal Rajak, the then Plant Protection Advisor and officials of M/s. De-Nocil Crop Protection Ltd. He got illegal money arranged through officials of M/s. De-Nocil Crop Protection Ltd. and Agro Pack received that amount and claiming to be paid to Dr. R.L. Razak, formerly Plant Protection Advisor for registration of products and thereby committed offence punishable under section 12 of the Prevention of Corruption Act,

1988. Dr. Rattan Lal Rajak, while working as Plant Protection Advisor to the Govt. of India during the years 1996 to 2001, was a key member of Registration Committee. He was fully aware that three products viz. Pride, Dursban 10g and Nurelle D of M/s De-Nocil were under process before Central Insecticides Board & Registration Committee for registration and he, by corrupt or illegal means, obtained/accepted a number of pecuniary benefits and valuable things from M/s. De-Nocil Crop Protection Ltd. for himself as well as for his brother and so called Personal Assistant and thereby committed offences punishable under Section 11 of the Prevention of Corruption Act, 1988 and under Section 13 (2) read with section 13 (1) (d) of the Prevention of Corruption Act, 1988.

10. Investigation has also disclosed that all the vouchers/invoices/bill of M/s. De-Nocil of illegal gratification incurred on Dr. Rattan Lal Rajak have been sanctioned by Mr. Kevin Eden, a British citizen, the then Managing Director of M/s De-Nocil Crop Protection Ltd. (now M/s. Dow Agro Sciences Pvt. Ltd.), therefore, he committed offence punishable u/s 12 of the PC Act. It was also mentioned in the challan that since whereabouts of Mr. Kevin Eden were not known, therefore, his presence could not be procured during investigation and further investigation qua him was kept open. It was also mentioned that accused Dr. R.L. Ramakrishnan son of K. Lakshmanan, Bipin M. Patel of M/s Agro Pack and Dr. Ajit Kumar son of Krishna Kumar, suspects have been granted conditional pardon by the then learned Special Judge (CBI), Haryana at Ambala, on 20.10.2009. Accordingly after completion of investigation,

challan in this case was filed against accused-Rattan Lal Razak and Satyabroto Banerji and further investigation with respect to accused Kevin Eden was stated to be kept open as his whereabouts were not known. Needless to mention here that during the course of investigation, Investigating Officer moved appropriate applications before the then learned Special Judge (CBI) at Ambala, seeking grant of pardon to Dr. R.L. Ramakrishnan, Bipin M. Patel and Dr. Ajit Kumar and all these accused/suspects have been granted conditional pardon by the then learned Special Judge (CBI), Haryana at Ambala, vide orders dated 20.10.2009.

11. Copies of final report filed under section 173 Cr.P.C. alongwith documents were supplied to the accused persons free of costs as envisaged under section 207 of Cr. P. C.

12. Finding a prima-facie case, charge was ordered to be framed against both the accused, namely, Rattan Lal Rajak and Satyabroto Banerji vide order dated 11.05.2011 passed by the then Special Judge, CBI, and accordingly both these accused were charge-sheeted for the commission of offences under sections 120-B IPC read with sections 11, 12 & 13 (1) (d) punishable under section u/s 13 (2) of the PC Act. Further, accused Satyabroto Banerji was also charge-sheeted for committing offence under section 12 of the P.C. Act, 1988 and accused Rattan Lal Rajak has also been charge sheeted for committing offences under section 11, 7 & 13 (1) (d) of PC Act punishable u/s 13 (2) of PC Act, vide order dated 30.05.2011 passed by Sh. A.S. Narang, the then Special Judge, CBI, Haryana at Ambala. Both the accused pleaded not guilty and claimed trial.

13. It is pertinent to mention here that supplementary charge-sheet was filed by the CBI against accused M/s. Agro Pack through its Directors/Proprietors and M/s. De-Nocil Crop Protection Ltd. (now Dow Agro Sciences India Pvt. Ltd.) on 30.12.2011, with a prayer to try the said accused for committing offence under sections 120-B IPC and under sections 11, 12 & 13 (2) read with section 13 (1) (d) of PC Act along with other accused persons charge-sheeted vide charge sheet dated 10.11.2009. However, vide order dated 07.05.2014 passed by my learned predecessor, both the aforesaid accused, i.e. M/s. Agro Pack and M/s. De-Nocil Crop Protection Ltd., were set at liberty by holding that question of framing of charge on the basis of supplementary challan does not arise as filing of supplementary challan under section 173 (8) Cr.P.C. without supporting the same by further oral or documentary evidence is not contemplated in Code of Criminal Procedure and therefore, court cannot take cognizance.

Prosecution Evidence

14. In order to establish its case, prosecution has examined as many as 54 witnesses and the gist of prosecution evidence is as under : -

15. **PW1 Dr. R.R. Khan** has deposed that he was nominated as the co-opted member of the Registering Committee of the Ministry of Agriculture and accused Rattan Lal Rajak was member of Registration Committee along with Drug Controller of India. He has further deposed regarding the procedure of the Registration Committee for registration of products. He has stated that any application for registration of product is moved by the firm to the Directorate of Plant Protection and the application is accompanied by data regarding bio-efficacy and safety of

the product. He further stated that Directorate has got experts from various fields who are appointed by the Govt. of India to examine the data and on examination, in case of any deficiency, the applicant is called upon to remove the deficiency and to re-submit the application. The data is processed by the experts of the Directorate and agenda items are prepared for deliberation of registration committee. The committee goes through various details and seeks further information, in case it is required and in case they satisfy, then the product is approved. In case the registration committee finds that the product is not safe, then it can refuse to register the product or can impose conditions under which the product can be used. This witness has proved registration certificate Ex.PW1/1 in respect of product 'Dursban 10-G' of M/s De-Nocil Protection Ltd. He has also proved registration certificate Ex.PW1/2 in respect of product 'Nurella-D 505' of M/s De-Nocil Protection Ltd. He has further proved registration certificate Ex.PW1/3 in respect of 'Acetamid Technical Pride' signed by Shanti Swaroop, Secretary, Central Insecticides Board and Registration Committee. This witness has also brought on record files Ex.PW1/4 to Ex.PW1/7 pertaining to application of M/s De-Nocil Protection Ltd. for registration of products, proceedings of the registration committee and states that minutes of the same indicates that the registration committee had approved the grant of registration certificate.

16. **PW2 Dr. R.L. Ramakrishnan**, the then Commercial Vice President of M/s. De-Nocil, has deposed that during the period 1996 to 1998, he was working as Commercial Vice President Marketing for M/s De-Nocil Crop Protection Limited and his duties included

Commercialization and marketing of existing products and new products well approved for commercialization. He made marketing strategies for selling the products. He deposed that in the year 1997, Dr. Natranjan, the then registration manager and Dr. Ajit Kumar, who were assigned the job of registration, felt the need for consultation who may liaison with the officers of CIB and RC and expedite for registration of Nutrelle D. product. He further deposed that Dr. Ajit Kumar informed him that Dr. Rattan Lal Rajak, the Plant Protection Advisor who had influence over the CIB and RC, had suggested him to get appointed Shri Satyabroto Banerji as Consultant for firm who can easily pursue the matter of registration with Central Insecticides Board and Registration Committee office. He further deposed that Mr. Satyabroto Banerji who was member of Crop Protection Association from M/s Sandoz Company and their company was also member of the association and he was representing M/s De Nocil Company. In the meeting, he came in contact with Mr. Banerjee and he passed this information to the country manager Mr. Kevin Eden, who was a British national and he also agreed to hire the consultant for the said purpose. Mr. Banerjee, in a meeting which was attended by himself and Dr. Natranjan, told that some amount was required to be paid to Dr. R.L. Rajak. This fact was brought to the notice of Country Manager by him and he agreed and instructed him to do what is necessary for expeditious registration of the product. Thereafter, Mr. Banerjee suggested that M/s Agro Pack could be helpful in generating the fund required by contract formulation. Then there was a meeting between M/s Agro Pack, Mr. Banerje, Mr. Kattar and him and they all agreed that

they will make Mancozeb 75% W.P in their factory and would be marketed by M/s. De Nocil in the trade name of Saviour. Then they also agreed that they can generate the funds required in the cost sheets adding an element of incremental cost which was over and above all the cost and by the accumulation of this fund, which can be paid to Mr. Banerjee for further passing it to Shri R.L.Rajak and get registration of the product expedited. He further deposed that he has seen file marked as No. 667/07 containing documents relating to contract for production and marketing of Mancozeb 75% W.P. Formulated and packaged by M/s Agro Pack, contract dated 10.2.1997 and identified his signature at point A on the said contract Ex.PW2/1, saviour costing sheet as Mark PW2/A and forwarding letter under the signature of Bipin Patel addressed to Mr T.B.Khattar as Mark PW2/B, incidental Charges Summary for the period from 1st April 1997 to 30th April 1997 on the letter head of M/s Agro Pack as Mark PW2/D. He further deposed that ₹ One Lac was given to him in cash which was paid to Mr. Banerjee to further pass it to Shri R.L.Rajak. Rest of the money of ₹ 4,37,800/- was given in the credit notes. He further deposed that the letter showing details of amount paid through cheques and DDs is Mark PW2/E, the credit note given for ₹ 4,37,800/- is Mark PW2/F, ledger account and purchase detail of DE-Nocil Crop Protection Ltd. for the financial year 1998-99 is Ex.PW2/2. He further deposed that out of the excess amount generated illegally, a sum of ₹ 1,20,000/- was given to Dr. Natrajan and the remaining amount of credit note of ₹ 5,97,465/- for 369.980 M.T. vide No.CN/06/98-99 dated 30.01.1999 and another credit note of ₹ 45,080/- for 2.76 M.T. vide

No.CL/08/98-00 dated 30.03.1999 have been shown by the Agro Pack in order to adjust the amount. He stated he has seen the credit notes mark PW2/G and PW2/H and have also seen bank payment voucher No.MBO/0222/99-2000 dated 2nd August, 1999 for Rs.8056/- Ex.PW2/3 submitted by him for re-imburement from the company as the company had incurred expenses on food and entertainment of accused R.L.Razak, formerly Plant Production Advisor while he was on tour at Chennai from 11.6.1999 to 27.6.1999. The payment of these bills has been made by De-Nocil and the same have been passed by Regional Business Reader Shri G. Venkatarao Chennai and bears his signature on the bank payment voucher. He further deposed that during the year 1997-98, De-Nocil intended to register its products and the same were under consideration with CIB & RC and he knew that R.L. Razak had good influence over registration committee being only member from CIB staff and he can get the product registered before beginning particular crop season that will certainly increase the sale of the product in the market and if the company loose product for the season, then the company will be the loser. Dr. R.L.Razak had directed him that he will be on tour at Chennai and get arranged for his food and transportation. In the year 1999, Dr. R.L.Razak had come to Chennai to see his relative admitted in Harvay Hospital, Chennai and his stay arrangement was made by Godrej Company while food and transportation for him and his relative was arranged by him on the directions of De-Nocil Crop Protection Ltd. He further deposed that he had restaurant in partnership with his brother under the name of Carnival Heights Revolving Restaurant Alsa Tower, situated at 186

Poonamallee High Road, Chennai and when R.L.Razak came in June, 1996, he desired that he would like to have food in his restaurant and he directed the Hotel Manager to provide food for him from the Restaurant. During that time, he was appointed as Consultant by DE-Nocil and he had arranged food for R.L.Razak and submitted the bills to De-Nocil and company made payment of these bills through cheque. He deposed that he has also seen general voucher No.102 dated 30.07.1999 for Rs.1,67,334/- Ex.PW2/4 for payment on account of travel, conveyance and staff transfer expenses along-with general voucher bills raised by travel wings, on M/S DE-Nocil for hiring taxies by DE-Nocil for Dr. R.L.Razak. He further deposed that Dr. R.L.Razak had been provided taxi during his stay from 11.6.1999 to 27.6.1999 by M/S DE-Nocil and the payments of these taxi bills was raised by travel wings, being paid by the company. Dr. R.L.Razak had approached him for conveyance and he had directed Mrs. Pearl Incharge Branch Office Chennai who got arranged taxi for Dr. R.L.Razak through travel wings. After availing journey by R.L.Razak, these bills dated 11.6.1999, 1.6.1999, 13.06.1999 to 25.06.1999 and 27.06.1999 were raised by Travel Wings and the same were sent to DE-Nocil and accordingly payments were made by DE-Nocil through cheques to Travel Agency. He further deposed that he has seen taxi bill dated 11.6.1999 raised by travel wings Mark PW2/I on account of journey availed by R.L.Razak.

17. **PW3 T.C. Dalal**, General Manager, Special Duty, Hotel Corporation of India Ltd. has deposed regarding the bills Ex.PW3/1 to Ex.PW3/4 of Centaur Hotel, Mumbai.

18. **PW4 Homi Ramyar Sukheswala** has deposed regarding statements of account Ex. PW4/1 & Ex.PW4/2 of 'The Regent Brand', Mumbai and stated that as per the same, the names of customers were R. Raja, Mr. Jhelum and Mr. Singh and these bills were paid by De-Nocil Crop Protection Ltd. through cheques.

19. **PW5 Girish Naranbhai Mistry** has stated that he remained employed in De-Nocil from 1982 to 2002. He has also stated that credit note of ₹ 25,000/- was given by him to Sunil Patel/M/s Jim Agro Services in the year 2001 for paying the same to Director, Agricultural, Gandhi Nagar, Gujrat to get recommendation letter for registration of product 'Tracer' on behalf of their company. He has admitted that reprimand letter dated 21.03.2002 Ex.PW5/1 was issued to him from the company.

20. **PW6 Ram Lal Kalra**, Branch Manager, ICICI Bank, Karol Bagh, New Delhi, has also produced on record account opening card dated 23.03.1991 of Jhelum Enterprises as Ex.PW6/1 and Ex.PW6/2 signed by Nirmal Jhelum and Lalit Kumar as partners of the firm and account opening form Ex.PW6/3. He has also brought on record account statements Ex.PW6/4 to Ex.PW6/11 and further stated that draft No. 163827 Ex.PW6/12 was issued by Bank of Maharashtra in favour of Jhelum Enterprises for ₹ 15,000/- and another draft No. 163572 Ex.PW6/13 was issued by the said bank in favour of Jhelum Enterprises. The pay-in-slip is Ex.PW6/14 and entry of this draft was reflected in statement of account Ex.PW6/4. He further stated that cheques Ex.PW6/15 and Ex.PW6/16 have been issued by Jhelum Enterprises in

favour of Rajesh Rajak. The pay-in-slip Ex.PW6/17 issued in favour of Jhelum Enterprises for ₹ 29,529/- dated 18.03.1998 is Ex.PW6/17. This witness has also brought on record statements of accounts Ex.PW6/4A to Ex.PW6/11A which bear his signatures.

21. **PW7 Lt. Col P. Chandershekhar**, who had worked as Manager Manager (Security) in Park Sheraton Hotel & Towers, Chennai from March, 2007 to March, 2009, has stated that bill dated 20.04.2000 belongs to the said hotel, but could not identify as to who had issued the same. This witness was declared hostile on the request of learned PP for the CBI and he was cross-examined by learned PP for the CBI.

22. **PW8 A.L. Arora**, retired Chief Manager (COCS), SBI, Industrial Branch, New Delhi has deposed that he handed over four cheques Ex.PW8/2 to Ex.PW8/5 of SBI to the CBI vide memo Ex.PW8/1 which bear his signatures. He has also brought on record statement of account Ex.PW8/6 pertaining to account number of De-Nocil, three cheques bearing No. 170626, 178560 & 178501 were debited through clearing house from the account of M/s De-Nocil Crop Protection Ltd. in favour of M/s. Friends Tour & Travels and one cheque bearing No. 170646 in favour of Sita Words Travels (India) Ltd.

23. **PW9 Samir B. Kadam**, who had worked with Bank of America, Mumbai, has stated that De-Nocil Protection Ltd. had an account No. 72198016 in Bank of America, Mumbai and stated that statements of accounts with respect to period mentioned in Ex.PW9/2 were provided to the CBI vide letter Ex.PW9/1. He has also deposed regarding the withdrawal of certain amount on various dates vide different dated

cheques issued by De-Nocil Crop Protection Ltd. favouring Indian Hotels Company Ltd., A.B. Rane and Hotel Leela Aventure Ltd., as per statements of accounts.

24. **PW10 Harvansh Grover**, Vice President, Citi Bank, Mumbai, who had worked as Manager in Citi Bank at Jeevan Vihar, New Delhi has deposed regarding bank account No. 0007183003 of M/s. De-Nocil Crop Protection Ltd. in their bank and stated that bank had supplied certified copies of statement of accounts of the aforesaid account to CBI. This witness has also brought on record cheque No. 854871 vide which amount of ₹ 33,147/- was withdrawn on 05.09.2000 by De-Nocil Crop Protection Ltd. in favour of Lokhandwala Hotels Ltd. He has also brought on record letter dated 18.09.2009 Ex.PW10/2 bearing signature of his colleague and another statement of account Ex.PW10/4.

25. **PW11 Rakesh Chitkara** has deposed regarding seizure of file D-16 by the CBI from his office on 21.08.2007. He also brought on record reports Ex.PW11/2, Ex.PW11/3 and letter Ex.PW11/4 and another letter Mark PW11/A. He has also stated that Dr. Ajit Kumar was regulatory Manager responsible for registration of the product during the period commencing from 1996 to 2000 who was acting as Liasion Officer between Govt. officials and the officials of De-Nocil company for making payment of illegal money which was being paid in cash as well as in the shape of gold jewellery and gifts. He further stated that he did not remember exactly, but it was Dr. R.L. Razak who had received the aforesaid type of gifts and also produced on record photocopies of invoices dated 02.08.1999 Mark PW11/B and 26.06.2000 Mark PW11/C.

26. **PW12 Mr. Shanti Swaroop** has deposed that he is M.Sc. in Organic Chemistry and was selected for the post of Senior Chemist by UPSC and was posted at Central Plant Protection Training Institute in March, 1978. In the year 1987, he had joined the post the senior chemist at Directorate of Plant Protection Quarantine and Storage in Faridabad. He was selected for the post of Secretary CIB&RC in 1998 and continued there till 29.4.2001 till he had taken voluntary retirement of service on medical grounds. He further deposed that his duty as Secretary was to mark the product file with data to various experts like Chemistry Entomologist, Bio, Agronomist etc. From the aforesaid section, the file was marked to JD Medical Toxicologist and then to Senior Scientific Officer Packaging & Procuring for labeling. In case all the aforesaid sections clear the file, it was prepared and put up before registration committee for consideration and deliberation. In case any objection is raised, the file is sent to the applicant for removing deficiency and thereafter it is further processed and if found fit the above-said procedure is followed. After approval of registration committee, the minutes are prepared which are to be approved by Chairman of Registration Committee and thereafter, intimation was sent to the applicant that the file has been cleared. He has further deposed that he has seen file No.23-TI/99 (Tech.) relating to Acetamiprid of M/s De-Nocil. This file was put up before him and it was marked by him for technical scrutiny on 5.4.1999 and the same was marked to Joint Director Chemistry Division on 6.4.1999 in routine way, the file was scrutinized by all the experts of different sections i.e. JD(Chemistry), Entomologist, JD (MP) and SSO

(P&T). The file was put up to him by SO (CIR) on 31.8.1999 showing therein that the case was deficient from all angles and it was marked to SO (CIR)-II on 1.2.1999 and the deficiency letter was issued by SO (CIR) on 9.9.1999. He has further deposed that he has seen the file 23-TI/1999 pertaining to application for registration of Acetamiprid by M/S De-Nocil Corporation Ltd. Mumbai. On page No.1, he identified his signature as Secretary CIB & RC as well as noting of other sections of CIB & RC and the same is Ex.PW12/1). He also proved the report of Section Officer regarding contents of file as Ex.PW12/2 and further deposed that deficiencies were found in their file and the same is Ex.PW12/3. He further stated that after seeing the said file, he can say that it was pointed out by him on formulation file above at page No.15 to check whether the product was included in the schedule or not with JD Chemical on 23.9.1999. Further JD Chemical pointed out on the file that the product was not included in the schedule-II Insecticides Act but approved for inclusion in the last CIB (28) meeting. The record is Ex.PW12/4 and in reference note, he had mentioned that Acetamiprid is not included in the schedule to the Insecticides Act, 1968. He further deposed that a letter was written to the De-Nocil company that the product was not included in the schedule of Insecticides Act, 1968 and no further action can be taken and matter may be reconsidered after Govt. of India notified the product in Gazette Notification to include the same in schedule. He deposed that he has seen page No. 16 of the aforesaid file as Ex.PW12/5. The priority was accorded by RC in the meeting on 16.2.2000, case was scrutinized on priority basis and file was put up before him with remark that the case

was complete from all angles and experts may requested to prepare agenda on 31.3.2000. He had marked the file to JD (M&P)/E(I)/JD (Chem.)/ SSO (P&P) for preparation of agenda on 31.3.2000. The case was considered and approved on 20.4.2000 for grant of registration of Acetamiprid Technical for import and 20% SP for indigenous manufactures. He has further deposed that he has seen file NO.3-F/98 relating to chlorpyrifos of M/S De-Nocil Crop Production Ltd. (Dursban). As he was holding the post of JD (Chemistry), the file was marked to him on 24.3.1998 and he had pointed out deficiency on 28.3.1998. Thereafter he had discussion with Dr. P .Natrajan signatory of form-I and labels with regard to solvent and mash size of microns solvent additions and physical chemical properties of Aromex submitted by SR No.3(R) and case was complete from chemistry angle for grant of registration under Section 9 (3) of Insecticides Act. In this regard, note-sheet prepared by him as Ex.PW12/8.

27. **PW13 Smt. Geeta Sri Mukherjee** has produced on record note sheet dated 15.06.1999 Ex.PW13/1 and note sheet dated 3.2.2000 Ex.PW13/2 relating to Acetamiprid of M/s De-Nocil.

28. **PW14 S.K. Ghosh** has deposed that file relating to Acetamiprid of De-Nocil was marked to him by the then Secretary for making scrutiny on packaging angle and he pointed out deficiency vide Ex.PW14/1 and the applicant rectified the deficiency and accordingly, he made observation in the note sheet Ex.PW14/2. He has also brought on record note Ex.PW14/3 relating to Chlorpyrifos of M/s. De-Nocil Crop. Protection Ltd.

29. **PW15 Kanwar Bhan Khattarm** who was posted as Section Officer in Ministry of Agriculture, has deposed that personal file Ex.PW15/1 of R.L. Razak was handed over to the CBI by him and also stated that accused-R.L. Razak was promoted to the post of Plant Protection Advisor, Govt. of India, Ministry of Agriculture, Department of Agriculture and Co-operation, Directorate of Plant Protection Quarantine & Storage w.e.f. 17.03.1986. He has also stated that on attaining the age of superannuation, R.L. Razak retired on 31.08.2001.

30. **PW16 Pardeep Mehta** has deposed that he was appointed Professional Independent Director of the Board of Niji Health Care Pvt. Ltd. to complete the quorum of the company, but he never attended any board meeting and had not signed any annual return of Niji Health Care Pvt. Ltd. Further stated that Satyabroto Banerjee was the owner of company, namely Niji Health Care Pvt. Ltd.

31. **PW17 Smt. Nirmal Jain** has deposed that she opened a shop of pesticides in the name of Nirmal Distributor at Kurukshetra and that she along with son of her sister-in-law Lalit Kumar started a firm namely Jhelum Enterprises and that she opened a joint current account No. 1975 with Bank of Rajasthan, South Extension Branch, Part-II, New Delhi. She has further stated that two demand drafts Ex.PW6/12 and Ex.PW6/13 were sent by Niji Health Care of Sh. Satyabroto Banerjee in favour of their firm Jhelum Enterprises and the same were sent in connection with services rendered by her firm to M/s. Niji Health Care. She has further stated that another two cheques Ex.PW6/15 & PW6/16 were issued by her in favour of Rajesh Rajak. Further stated that she gave loan of ₹

2,75,000/- to Rajesh Rajak. Further stated that she cannot produce any document showing giving of loan to Rajesh Razak.

32. **PW18 Dr. Mangla Rai**, who had remained Chairman of Pesticides Registration Committee, has deposed about the business transacted during her period and further stated that accused R.L. Rajak was then Plant Protection Advisor and was also a member of registration committee. He has further deposed about the procedure for registration of products and brought on record letter Ex.PW18/1 vide which agenda note for 169th meeting of registration committee was forwarded and also brought on record agenda item No. 6.1 as Ex.PW18/2, agenda item No. 6.1 as Ex.PW18/4 and document Ex.PW18/3.

33. **PW19 Dr. C.R. Hazra** has also deposed regarding the procedure of registration of product and stated that in all the registration committees, accused R.L. Rajak was one of the member. This witness has brought on record agenda item relating to 178th registration committee meeting dated 23.04.1998 as Ex.PW19/1, document Ex.PW19/2 regarding approval of registration of product of M/s. De-Nocil Crop Protection Ltd. He has also brought on record file Ex.PW19/3 relating to 199th Registration committee meeting, apart from bringing on recording documents Ex.PW19/4 and Ex.PW19/5 which reveals that case file was scrutinized on priority basis.

34. **PW20 Smt. Sandhya Kulshretha**, who remained posted in Secretariate of CIB&RC as Secretary from June 2004 to June 2009, has brought on record file Ex.PW20/1 for registration of product Acetamiprid (Pride). She has also brought on record another file Ex.PW20/2 for

registration of product Acetampirid and deposed regarding the procedure adopted in dealing the said file. She has also brought on record file Ex.PW20/3, Ex.PW20/4 containing note sheet papers pertaining to registration of Acetamiprid 20% SP (Pride) and correspondence documents relating to Acetamiprid 20% SP (Pride). She has further stated that as per file Ex.PW19/5, the case has been scrutinized on priority basis in view of decision of registration committee in its 197 meeting.

35. **PW21 Dr. Gyanendra Nath** has deposed on the lines of PW1, PW18 & PW19 regarding grant of registration of Acetamiprid 20% SP (Pride) under the relevant statutory provisions.

36. **PW22 Jai Parkash Aggarwal** has deposed regarding allotment of shop cum flat in favour of D.K Rajak and Rajesh Rajak and accordingly brought on record allotment letter as Ex.PW22/1 and conveyance deed as Ex.PW22/2. He has also deposed regarding transfer of one plot No. 862, Sector-17, Faridabad in favour of Rajesh Razak and Dhirender Kumar.

37. **PW23 Krishanmurthy**, who has served M/s. De-Nocil, has brought on record letter Ex.PW23/1 and stated that he came to know from office gossips in the year 2002 about incidental charges that these were being raised with intention to accumulate additional funds to expedite registration process to members of Central Insecticides Board and Registration Committee.

38. **PW24 Suhas Yashwant Devasthali**, who had been employed with M/s. De-Nocil, has brought on record letter of reprimand dated 21.03.2002 Ex.PW24/1.

39. **PW25 Arvind Haribhau Kharche** who has also been employed

with M/s. Nocil & De-Nocil Crop Protection Ltd. has deposed that during September 2001, their company hired Price Waterhouse Coopers to audit the company record accounts and further brought on record reprimand letter Ex.PW25/1 wherein he was charged that he had knowledge of payments to government officials for product registration.

40. **PW26 Ashwani Kumar**, who was ex-officio member of the registration committee, has also deposed regarding the procedure adopted for registration of products and deposed on the lines of PW1 and PW19.

41. **PW27 P. Kulandavaivdaivel**, who remained employed with M/s. De-Nocil, has deposed that he was aware that the District Agriculture Officers from State Government were being paid illegal gratification in consideration for obtaining their support for marketing of products of M/s. De-Nocil and these payments were made through distributors. He has also brought on record reprimand letter Ex.PW27/1.

42. **PW28 Shikant Hemant Deshpandey**, who has remained employed with M/s. De-Nocil company, has mainly deposed about his job work and about his involvement in product pricing.

43. **PW29 Jawahar S. Bapna**, who was member in certain registration committee meetings, has also deposed regarding the procedure in dealing with application for registration of a product and further stated that agenda of product Nurelle D, Pride, and Dursban 10G of M/s. De-Nocil were placed before the registration committee and accused R.L. Rajak was nominated as member of the committee. He has also deposed regarding proceedings of various registration committee i.e. 178th , 197th and 199th meeting of the registration committee and brought

on record file Ex.PW29/1 relating to 197th registration committee meeting as well as agenda item No. 3.2 as Ex.PW29/2 relating to priority to insecticides for control of white fly pests.

44. **PW30 Dr. P. Das Gupta**, who was also member of the registration committee, has stated that R.L. Rajak was nominated as member in all the registration committees. He has also deposed about various agenda items and minutes of meeting as deposed to by PW1, PW18 and PW19.

45. **PW31 Hrishikesh Mafat Lal**, who had been on the board of M/s. De-Noci,¹ has deposed regarding the evolution of joint venture of M/s. De-Nocil and further stated that with regard to allegations relating to expeditious registration of 3 products of M/s. De-Nocil and paying of illegal gratification by M/s. De-Nocil to officials of CIB & RC he came to know about the same through newspaper. He further stated that he came to know about the disclosure made by M/s. DOW Chemicals in USA through newspaper and the issue of illegal payment by M/s. De-Nocil was never brought to the board of company.

46. **PW32 Jagdish Bodla**, who had remained associated with M/s. De-Nocil, has mainly deposed regarding his job work and further stated that audit company Price Waterhouse Cooper was hired by M/s. De-Nocil for conducting audit regarding lapses observed in company record during September, 2001 and further brought on record reprimand letter Mark PW32/A.

47. **PW33 D. Stalin Prabudos**, who had been employed with Tarvel Wings, has stated that M/s. De-Nocil was their client and used to place orders for hiring taxis from time to time. He has brought on record

confirmation order forms dated 12.06.1999 to 27.06.1999 as Ex.PW33/1 to Ex.PW33/16. Further stated that at the relevant time, the name of driver Kadirvel and the name of the customer was Dr. R. Rajak and it was M/s. De-Nocil which placed the order for hiring the taxis. He has also brought on record bill Ex.PW33/17, Ex.PW33/18 which were sent to M/s. De-Nocil Crop Protection Ltd. for making payments.

48. **PW34 Mirza Selim Matin**, who had been employed with M/s. De-Nocil, has deposed that audit company, namely, Price Waterhouse Cooper had conducted audit of their company's record during September, 2001.

49. **PW35 Pravin Deshpande**, who had been Director in the companies of Satyabroto Banerjee including Niji Health Care, has brought on record copies of resolutions, account opening form and statement of accounts etc. as Ex.PW35/1 to Ex.PW35/4.

50. **PW36 Madhubhai Karsanbhai Patel** has mainly deposed that in the year 1996-1997, his sons namely, Harish Patel and Bipin Patel started unit in the name of M/s. Agro Pack before separation at Panoli and Mr. Banerjee helped in getting agreement with M/s. De-Nocil to act as formulator of Mancozeb.

51. **PW37 Vinod Kumar Garg**, who had been employed with M/s. Crop Health Product Ltd., has brought on record reference letter dated 11.05.2000 as Ex.PW37/1, letter dated 1.3.2001 as Ex.PW37/2, debit note as Ex.PW37/3 for ₹ 6,50,000/- being the additional processing charge and further stated about the debiting of the amount in the ledger account of M/s. De-Nocil.

52. **PW38 Rupesh Kumar Verma** has deposed regarding credit note dated 11.08.1999 raised by Sita World Travels Ltd. for ₹ 10,120/- to M/s. De-Nocil Crop Protection on account of purchasing of Air Ticket for Dr. R.L. Rajak vide credit note Mark PW38/A.

53. **PW39 Shankar Dutt**, who had been employed with Friends Tours & Travels, New Delhi, has stated that M/s. De-Nocil Crop Protection were their client and used to book taxis on hire basis. This witness has brought on record various bills Ex.PW39/1 to Ex.PW39/14.

54. **PW40 G. Mohan Kumar**, who had been employed with M/s. Nocil, has stated that M/s. De-Nocil had terminated him vide letter dated 19.02.2002 and brought on record his termination letter dated 19.02.2002 as Ex.PW40/1 and his resignation letter as Ex.PW40/2 as well as letter dated 02.04.2007 as Ex.PW40/3.

55. **PW41 Harpal Singh** has stated that during the course of investigation, he handed over cash memo No. 1017 raised by their restaurant on account of food charges, but the records in which entries of these bills have been reflected are not available with them.

56. **PW42 N. Rajasekhran**, who has been employed with M/s. De-Nocil, has deposed that bank payment voucher Ex.PW2/3 accompanied with bills raised by Carnival heights revolving restaurant, relates to expenses incurred by the company on food and entertainment of Dr. R.L. Rajak from 11.06.1999 to 27.06.1999 and the payment of said bills was made by M/s. De-Nocil. He has also stated that General Voucher Ex.PW2/4 for payment on account of travel conveyance and staff transfer expenses includes bills raised by Travel Wings for hiring taxi by M/s. De-

Nocil for Dr. R.L. Rajak. He has also brought on record sheet of details of expenses Ex.PW42/1 and bill covering letter Ex.PW42/2.

57. PW43 Ventrapragada Satya Nagesh, who had also remained employed with M/s. De-Nocil Protection Ltd., has brought on record guest folio as Ex.PW43/1 of Mr. Raja R. and Naresh Pandey raised by Hotel Leela on De-Nocil on account of their stay from 27.08.1999 to 29.08.1999 along with bank payment voucher dated 09.09.1999 as Ex.PW42/2. He has also brought on record bank payment voucher dated 30.09.1999 as Ex.PW43/3 and two credit notes Ex.PW42/4 and Ex.PW42/5 in the name of R.L. Razak and Dr. R. Raja. He has also brought on record payment voucher No. 75002408 for ₹ 33,147/- as Ex.PW43/6 along with company bill raised by Hotel Regent, Mumbai on account of stay of R. Raja and payment vouchers dated 29.02.2012 as Ex.PPW43/6 towards the payment made by De-Nocil to Friends Tours & Travels on account of taxi fair bill of R.L. Rajak. He has also brought on record employee travelling claim form as Ex.PW43/8 pertaining to expenses made by Dr. Ajit Kumar for entertainment on Dr. R.L. Rajak. He has also brought on record another bank payment voucher dated 06.01.2000 as Ex.PW43/9 towards invoice of Friends Tours & Travels, bank payment voucher dated 22.09.2009 as Ex.PW43/10 towards invoices of Friends Tours and Travels placed on M/s. De-Nocil, for providing taxi to Dr. R.L. Rajak and Mr. Naresh Pandey.

58. **PW44 Gautam Mukherjee**, who was employed with M/s De-Nocil, has mainly deposed regarding the methods for promoting marketing of company through distributors and he has brought on record

letter of reprimand dated 21.03.2002 as Ex.PW44/1.

59. **PW45 K. Venkatasubramanian**, who had remained employed with M/s Nocil Agro Division, has also deposed regarding his working as Sales Officer and stated that during their normal course of business, they interacted with the Government Officers. He has further stated that their company hired Price Water House Cooper for audit of the company's record and consequently, a detailed investigation was carried out, which revealed that a number of company personnel were found involved in illegal practice and based upon the findings and outcome of the investigation report, appropriate action was initiated against company's personnel by the disciplinary authority.

60. **PW46 Harish M. Patel**, who started his own firm M/s. Agro Pack, has stated that in the year 1997-98, his brother B.M. Patel also joined his business and since then, he is looking after business of M/s Agro Pack. He has also deposed that while doing business with M/s Sandoz India Ltd., he came in contact with Mr. Banerji sometime in 1998 as Mr. Banerji introduced him to Mr. R. L. Ramakrishnan of M/s. De-Nocil and finalized business of Manozebs 75% WP in early 1997 for it's marketing by M/s. De-Nocil under their brand name SAVIOR. He has also deposed that a joint marketing agreement of Mancozeb 75% WP was executed between De-Nocil and Agro Pack. Further stated that on the telephonic call of Mr. T.B. Khattar, he sent his brother Bipin M. Patel to Mumbai for discussing business and after his return, his brother informed him that R.L.Ramakrishnan told him that M/s. De-Nocil was in need of some money for getting registration of their products with CIB & RC and in

order to accumulate funds, he should have to act as per the directions of T.B. Khattar and they suggested his brother that the excess amount to be generated through fictitious incidental charges head would be loaded in the invoices to be placed on to M/s. De-Nocil in addition to the cost of product, packaging charges and other production charges and profit and that amount will be reimbursed to the company and subsequently said accumulated funds will be given back to the representative of De-Nocil as and when they require. This witness has brought on record summary of incidental charges for the period 01.04.1997 to 30.04.1999 as Ex.PW46/1 as well as day book register of firm M/s. Agro Pack as Ex.PW46/2. He has also referred to money transaction of ₹ One Lac made to S. Banerjee, as reflected at page No.145 as Ex.PW46/3 and at page No.162 as Ex.PW46/4 where a sum of ₹1,25,000/- is shown to have been given to M/s. Niji Health Care and also brought on record connected entry at page No.163 of the day book as Ex.PW46/5. He has also brought on record credit note of ₹ 4,37,800/- dated 11.09.1998 as Ex.PW46/5A and letter dated 30.06.2000 as Ex.PW46/6 written under the signatures of his brother addressed to Dr. Ajit Kumar along-with enclosure regarding statement of payments made to S. Banerjee during the years 1997-1998. He has also brought on record cheque bearing No. 188831 dated 07.02.1998 for ₹ 1,00,000/- issued in favour of Health Care Ltd. as Ex.PW46/7 and stated to have been made on account of commission for getting business. He has also brought on record statement of account of firm M/s. Agro Pack in respect of account No. 103179 pertaining to period 01.01.1998 to 31.03.1998 as Ex.PW46/8 reflecting transaction

with Niji Health Care and further statement of account pertaining to period 01.04.1998 to 31.03.1999 as Ex.PW46/9 as well as credit note dated 30.03.1999 as Ex.PW46/10. He has also stated that excess payment charged on account of incidental charges were paid back to M/s De-Nocil by way of credit notes.

61. **PW47 Bhanudas Kolgatram**, who remained posted as Senior Manager in Bank of Maharashtra, Borivali, has brought on record seizure memo dated 18.09.2008 as Ex.PW47/1. He has also deposed regarding account opening form of Niji Health Care Pvt. Ltd. as well as cheque No. 188831 dated 07.02.1998 as Ex.PW46/7 and further stated about formal transaction reflected in the statement of account of M/s. Niji Health Care Pvt. Ltd.

62. **PW48 Dr. Ajit Kumar**, who had remained employee of M/s. De-Nocil Crop Protection Ltd., has deposed regarding his duties in the said company. He has further stated that somewhere during 1997, the company decided to obtain registration of three products i.e. Nurelle-d, Pride and Dursban 10-G for sale. Dr. Natrajan, Registration Head in-consultation with Dr. Rama Krishnan had appointed Mr. Satyabroto Banerjee as Consultant for obtaining registration of the product. They also decided to make payment to Dr. R.L.Rajak, Plant Protection Advisor to Government of India because as he had a high position and he was a member in the registration committee. He has further stated that he was advised by his superior Mr. Kevin Eden, the Managing Director of De-Nocil Crop Protection to approve the bills pertaining to Air Travel, Hotels and Taxis hired by Dr. Rajak as and when they are presented to him. He has further

brought on record general voucher dated 29.10.1999 for ₹11,070/- as Ex.PW48/1 for making payment on account of air fares to Sita Travels. He has further deposed that Dr. Rajak travelled to Mumbai by fictitious name of R. Raja and stated that their company made payment to Regent Hotel and this booking was done on the direction of Dr. Rajak in the name of R.Raja. He has also deposed that Mr. Singh is assumed name of Dr. Rajak as the address shown in Ex.PW4/2 used to be official residence of Dr. R.L. Rajak. He has further deposed regarding various bills which were stated to be paid by M/s. De-Nocil. He has also brought on record employee traveling/other expenses claim as Ex.PW48/2 claimed by him from the company on account of entertainment of R.L. Rajak. He has further brought on record statement dated 28.08.2009, recorded under Section 164 Cr.P.C. as Ex.PW48/4 and stated that vide order dated 20.10.2009 Ex.PW48/5, he was granted pardon by the then Special Judge, CBI, Haryana at Ambala.

63. **PW49 Bipin M. Patel**, has deposed on the lines of PW46 regarding affairs of M/s. Agro Pack. He has further brought on record file of M/s. Agro Pack as Ex.PW49/1 containing correspondence with M/s. De-Nocil Crop Protection Ltd., letter dated 26.12.1999 as Ex.PW49/2 signed by his brother, letter dated 05.02.1997 as Ex.PW49/3 of M/s. De-Nocil, letter dated 09.02.1997 as Ex.PW49/4 written by him, letter dated 10.02.1997 as Ex.PW49/5 signed by R.L. Ramakrishnan and joint marketing agreement as Ex.PW49/6. He has also deposed on the lines of PW46 regarding his visit to Mumbai and discussion with Dr. R.L. Ramakrishnan who told him to generate excess amount through incidental

charge which could be loaded in the invoices to be placed on M/s. De-Nocil and then giving back accumulated funds to the representatives of De-Nocil. He has further deposed on the lines of PW46 regarding summary of incidental charges and coming into contact with Mr. S. Banerjee and also deposed about loading of incidental charges during different financial years and stated that credit notes were merely issued to adjust the funds with M/s. De-Nocil. He has also admitted his signatures on credit note as well as statement referred as Ex.PW49/7.

64. **PW50 M.P. Punia**, who had been employed with M/s. De-Nocil, has deposed that the company got certain information from reliable sources that some company personnel were indulging in improper payments to the Government officials and in order to verify the information, their company hired audit company Price Waterhouse Cooper to conduct audit of their company and somewhere in the years 2001-2002, during the course of audit/investigation, he was called by Investigators and they had asked him whether he was aware of any improper payments made by any company officials to Government officials. He has further stated that while working in the field, once a while he had heard from his company colleague that in some cases, government officials request for small favour like samples, lunch etc. which in his opinion does not amount to any corruption as it was a part of normal courtesy. He has further stated that he did not even know if such petty expenses are even recorded by anyone in records. He has also brought on record letter of reprimand date 21.03.2002 as Ex.PW50/1.

65. **PW51 Satyabrata Nandi**, Credit Manager of Taj Mahal Palace &

Tower, Mumbai, has brought on record hotel bill Ex.PW51/1 raised by their hotel for the stay of Naresh Pandey in their hotel from 20.01.2000 to 21.01.2000 and accommodation was booked by M/s. De-Nocil and bill was paid by the company through cheque dated 10.02.2000 as per bank payment voucher Ex.PW51/2 and the summary of bill is Ex.PW51/3.

66. **PW52 Dr. P.S. Chandurkar**, who had served as Plant Protection Advisor to the Govt. of India, has deposed that he was asked to conduct preliminary inquiry into the allegations of improper payments made by De-Nocil to Central Insecticides Board Officials for registering certain products during 1996-2001 and after conducting preliminary investigation, he submitted his report Ex.PW11/3 and the said report was sent to CBI through forwarding letter Ex.PW52/1.

67. **PW53 Diwan Singh Dagar**, Investigating Officer of the case, has brought on record case FIR bearing No. RC AC3 2007A0007 as Ex.PW53/1, search list dated 21.8.2007 as Ex.PW53/2, search list dated 21.8.2007 as Ex.PW53/3, search list dated 21.8.2007 as Ex.PW53/4, search list dated 02.04.2008 as Ex.PW53/5, seizure memo dated 11.09.2007 as Ex.PW53/6, letters dated 08.01.2008 & 18.2.2008 as Ex.PW53/7 & Ex.PW53/8, respectively, seizure-cum-production memo dated 20.09.2007 as Ex.PW53/9, seizure memo dated 28.1.2008 as Ex.PW53/10, seizure-cum-production memo dated 11.09.2007 as Ex.PW53/11, letter dated 04.10.2007 as Ex.PW53/12, seizure memo dated 05.10.2007 as Ex.PW53/13, seizure-cum-production memo dated 18.10.2007 as Ex.PW53/14, seizure-cum-production memo dated 16.11.2007 as Ex.PW53/15, seizure memo dated 28.11.2007 as

Ex.PW53/16, letter dated 28.3.2008 as Ex.PW53/17, seizure memo dated 8.2.2008 as Ex.PW53/19, letter dated 3.4.2008 as Ex.PW53/20 production-cum-seizure memo dated 5.6.2008 as Ex.PW53/21, details of 10 products of Nurelle received in CIB&RC as Ex.PW53/22, details of another 10 products of Dursban as Ex.PW53/23, production-cum-seizure memo dated 30.09.2008 as Ex.PW53/24, letter dated 26.8.2008 as Ex.PW53/25, chart containing details of Savior sales for the period 1997 to 2000 as Ex.PW53/26, seizure memo dated 18.9.2008 as Ex.PW47/1, seizure memo dated 07.02.2008 as Ex.PW53/27, letter dated 07.02.2008 as Ex.PW53/28, production-cum-seizure memo dated 18.11.2008 as Ex.PW53/29 letter dated 18.11.2008 as Ex.PW53/30, seizure memo dated 18.11.2008 as Ex.PW53/31, seizure memo dated 8.12.2008 as Ex.PW53/32, application for recording the statement of Shri Bipin M. Patel under Section 164 Cr.P.C. as Ex.PW53/33, letter dated 05.03.2009 as Ex.PW53/34, seizure memo dated 09.03.2009 as Ex.PW53/35, seizure memo dated 14.05.2009 as Ex.PW53/36, seizure memo dated 21.08.2008 as Ex.PW53/37, letter dated 20.06.2008 as Ex.PW53/38, letter dated 14.05.2009 as Ex.PW53/39. He has further brought on record letter dated 01.04.2009 along-with copy of death certificate of Naresh Pandey as Ex.PW53/40, seizure memo dated 12.02.2009 as Ex.PW53/41, seizure memo dated 23.04.2009 as Ex.PW53/42 vide which he seized original account opening form-cum-specimen signature form opened by Rajesh Rajak and statement of accounts obtained from N. Sridharan, the original account opening form along-with statement of account and annexures received from the bank as Ex.PW53/43, letter dated 20.03.2009 vide

which he received information from V.V.K. Sudhakar, the then Chief-Manager, Andhra Bank as Ex.PW53/44, statement of account pertaining to Rajesh Rajak as Ex.PW53/45. He has further stated that during the course of investigation, he received documents from Shri Samir Kadam, Bank of America vide letter dated 06.07.2009 Ex.PW9/1, seizure memo Ex.PW8/1, vide which he received documents mentioned therein from Shri A.L. Arora, the then Chief-Manager, COCS., production-cum-seizure memos dated 16.05.2008 and 09.10.2009 as Ex.PW53/46 and Ex.PW53/47, respectively vide which he seized documents mentioned therein. He further deposed that personal file of accused Dr. Rattan Lal Rajak is Ex.PW15/1 and brought on record the file relating to registration of Nurelle D as Ex.PW53/48, file containing agreement executed between M/s De-Nocil Crop Protection Limited and M/s Agro Pack as Ex.PW49/1. He further deposed that during the course of investigation, he moved applications before learned Special Judge, CBI, Ambala for grant of pardon to accused R.L. Ramakrishnan, Dr. Ajit Kumar and Bipin M. Patel vide applications Ex.PW53/49, Ex.PW53/50 and Ex.PW53/51 and the order of the court on the applications are Ex.PW53/52, Ex.PW53/53 & Ex.PW53/54 respectively.

68. He has further deposed that during the course of investigation, he recorded the statement of witnesses without addition or deletion and after conclusion of detailed investigation, he came to conclusion that a prima-facie case was made out against accused Rattan Lal Rajak, Satyabroto Banerjee and submitted the charge-sheet accordingly before the Court. He has further stated that since accused Rattan Lal Rajak had retired from

service at the time of filing charge-sheet, therefore, sanction for prosecution against him under Section 19 of the P.C.Act was not obtained. He has further stated that at the time of filing charge-sheet, the investigation was kept open against accused Kavin Eden under Section 173 (8) Cr.P.C. Thereafter, a supplementary challan was filed before the Court on 30.12.2011 against M/s Agro Pack and M/s De-Nocil Crop Protection Ltd., by Inspector R.S.Solanki and same was forwarded by Shri Vijay Kumar, the then SSP, CBI, ACU-III, New Delhi who signature he identifies.

69. **PW54 Dr. Abdul Majid**, District Judge, Family Court, Ambala, has deposed that he was CBI Magistrate at Ambala from 21st May 2008 to 28th August 2009 and he had recorded the statement of Bipin M. Patel on 21.05.2008 as Ex.PW49/7. He further stated that he had also recorded statements of Dr. L.Ramakrishnan and Dr. Ajit Kumar on 28.08.2009 and as Ex.PW2/13 and Ex.PW48/4, respectively. He further stated that he had recorded the statements of above persons on their on free will and all the above-named persons have got recorded their statements voluntarily and he had given certificate on the bottom of above-statements recorded under Section 164 Cr.P.C. and further stated that applications for recording statements of above persons were moved by the I.O.

70. After closure of prosecution evidence, all the incriminating material coming on record was put to accused-R.L. Rajak in his examination u/s 313 Cr.P.C. and accused-R.L. Rajak has pleaded innocence. He has pleaded that a false case has been registered against him and tainted investigation had been done to implicate him falsely and

no evidence has come to prove that bribe was taken by him from any representative of companies including M/s. De-Nocil company, M/s Agro Pack and M/s. Niji Health Care and all the bills of hotel, taxis and air tickets are false and fabricated and are not duly proved. It is also pleaded that CBI has created false and fabricated evidence to save the actual accused persons who were declared as approvers by the CBI. Further pleaded that not even a single witness has proved the charges of demanding or taking money by him. It is also pleaded that he never used any taxi or hotel by getting the services of De-Nocil company and false and fabricated bills were prepared in his name by Dr. Ajit Kumar, Mr. Satyabroto Banerjee, Dr. Ramakrishnan and Dr. Natrajan etc and most of the bills bear false and fictitious names on it. It has also been pleaded that he was one of the junior member in RC & CIB and he has nothing to do with any transaction with M/s. Jhelum Enterprises and he has nothing to do with the incidental charges, as mentioned in the statements. He has also pleaded that air tickets in the name of R. Raja has nothing to do with him and he had never travelled from Delhi to Mumbai in the name of R.Raja, as alleged and that there is no proof of any kind involving him in the bribe case. It has also been pleaded that employees of De-Nocil used to misappropriate the funds of the company for themselves by using his name. It is also pleaded that there is no proof of paying any gratification to any person by any employee of De-Nocil company. It is pleaded that he had no connection with the money spent on food or entertainment allegedly generated by M/s Agro Pack company. No document or bill bears his signature. It is also pleaded that there were about 20 members

including Chairman in CIB and about 10 members in the RC including the Chairman and most of the members were seniors to him in both the committees and he had no Veto power in these committees. Further, pleaded that he had never raised any objection or influenced the RC and CIB in any manner either in writing or verbally. It is also pleaded that there is no proof, either oral or written, that any bribe was taken by him from any employee of M/s. De-Nocil company. It is also pleaded that statement given by Dr. R.L. Ramakrishnan is baseless, false and concocted as the witnesses namely Satyabroto Banerjee, Dr. Natranjan, Dr. Ajit Kumar, Dr. R.L. Ramakrishnan and some other persons in conspiracy with each other falsely implicated him to save themselves because they themselves had misappropriated the funds of De-Nocil/DOW company by using his name. Even though, accused-R.L. Rajak desired to lead evidence in defence, but no evidence in defence has been led by the accused and accused closed the defence evidence by suffering separate statement to that effect.

71. Based upon above evidence, learned Senior PP for the CBI has vehemently argued that prosecution has successfully proved its case against the accused beyond reasonable doubt by leading cogent evidence to that effect and accordingly, all the offences, with which accused R.L.Rajak has been charged, are duly proved on record. It is argued that three accomplices, namely, Dr. R.L. Ramakrishnan, Dr. Ajit Kumar and Bipin M. Patel, have been granted conditional pardon by the then learned Special Judge (CBI), Haryana at Ambala, as per law and prosecution examined these approvers as PW2, PW49 and PW49 respectively and

these approvers, vide their statements made before the court, have duly made out culpability of accused R.L. Rajak for the commission of offences u/s 120-B IPC read with sections 11, 12 & 13 (1) (d) r/w 13 (2) of the PC Act as well as for the commission of offences under sections 7, 11 & 13 (1) (d) read with section 13 (2) of the PC Act. It is argued that all the three approvers have duly testified about the funds generated in the balance sheets of M/s. Agro Pack as incidental charges for the purpose of making payment to present accused in lieu of exercising influence of accused R.L. Rajak over the registration committee for the purpose of getting registered three products of M/s. De-Nocil Crop Protection Ltd. before beginning of particular crop season and further testified about the availing of facilities including hospitality and travelling expenses by accused R.L. Rajak on the sponsorship of M/s. De-Nocil Crop Protection Ltd. and thus, guilt of accused R.L. Rajak is duly proved on record beyond reasonable doubt. It is also contended that evidence of accomplices need no corroboration and therefore sole statements of above three approvers are enough to bring home the guilt to the accused. It is also pointed out that PW2 Dr. R.L. Ramakrishnan has testified that ₹ One Lac was given by him to accused Banerjee (since deceased) to further pass it on to accused R.L. Rajak and rest of amount of ₹ 4,37,800/- was given in the credit notes. Further pointed out that PW2 has also proved on record bank payment voucher Ex.PW2/3 which was submitted by him for re-imburement from the company (M/s De-Nocil) as company had incurred expenses on food and entertainment of accused-R.L. Rajak. Further pointed out that PW2 has also stated that accused-R.L. Rajak

approached him for conveyance and he directed Mrs. Pearl, Incharge of Branch Office at Chennai to get arranged taxi for R.L. Rajak through Travel Wings and later on, various bills were raised by Travel Wings for the same. Further pointed out that PW48/Dr. Ajit Kumar has also testified that accused-R.L. Rajak had directed him to get air tickets booked for him. He has further testified that he (accused-R.L. Rajak) used to travel by fictitious name R.Raja. Further pointed out that PW48 Dr. Ajit Kumar has also proved on record various bills raised by Friends Tours & Travels for hiring taxis for accused-R.L. Rajak. It is also pointed out that PW49 Bipin M. Patel, who managed the affairs of M/s. Agro Pack, has testified regarding the incidental charges generated by their firm M/s. Agro Pack and further testified that various credit notes were issued to adjust the funds with M/s De-Nocil during the relevant period and has also testified regarding decision of M/s De-Nocil to make payments to R.L.Rajak. It is also pointed out that PW46 Harish M. Patel has also testified about the meeting of his brother Bipin M. Patel with T.B. Khattar and R.L. Ramakrishnan who disclosed to him about the desire of M/s. De-Nocil to generate excess amount through incidental charges that would be loaded in the invoices to be placed on to M/s De-Nocil and subsequently accumulated funds will be given back to the representatives of the company as and when they required. It is also contended that testimonies of above-named three approvers and other evidence on record duly establish charges of criminal conspiracy against the accused. It is contended that it is settled legal proposition that conspiracy is always hatched in secrecy and it is impossible to adduce direct evidence of

criminal conspiracy against the accused and the same can be inferred from circumstances proved on record and thus, the statements of approvers, coupled with other evidence on record, duly establish charge of criminal conspiracy against the accused facing trial. It is also contended that criminal conspiracy is substantive offence and can be proved on record from inferences drawn from acts or omissions committed by the conspirator in pursuance of the common designed.

72. Further, learned learned Senior PP for the CBI, by referring to the statement of PW11, PW52, PW5, PW25 etc. has argued that PW52 had conducted preliminary investigation and submitted report Ex.PW11/3 and M/s. De-Nocil company had also penalized a number of their officials who were found guilty during investigation for violations, by issuing letters of reprimand to such officials, which again fortifies the prosecution/CBI case qua illegal payments made to the accused in the process of getting registered the products of M/s. De-Nocil from Registration Committee and Central Insecticides Board. It is further contended that even though no proof of demand of bribe by accused-R.L. Rajak has come on record, yet demand of bribe is not sine qua non for the offences under sections 7 & 11 of the PC Act. It is also contended that Sections 11 of the PC Act provides punishment against acts of public servant in receiving any valuable thing without consideration, or for a consideration which he knows to be inadequate, from any person whom he knows to have been, or to be, or to be likely to be concerned in any proceeding or business transacted or about to be transacted by such public servant, or having any connection with the official functions of himself or

of any public servant to whom he is subordinate etc. It is also contended that various prosecution witnesses including the approvers have testified that accused-R.L. Rajak availed facilities of hospitality and travelling on the sponsorship of M/s.De-Nocil company and therefore, acts of accused-R.L. Rajak squarely fall within the four corners of offence under Section 11 of the PC Act. Further contended that any present taken as a motive or reward for abuse of office would constitute offence under PC Act. It is also argued that no signs of customer are usually taken on the bills and earlier no identity proof was required to be produced for staying in a hotel and thus non-signing of bills by the accused or lack of proof regarding actual stay of accused in various hotels in the shape of non-recovery of identity proofs of accused from these hotels, would be of no consequence. It is also argued that various prosecution witnesses like PW3 T.C. Dalal, PW4 Homi Ramya Sukheswala etc. have proved various bills of hotel as well as bills of taxis incurring expenses on the facilities availed by accused-R.L. Rajak and further various witnesses like PW10 Harvansh Grover etc. have testified regarding the payment of such bills through cheques or bank payment vouchers by M/s. De-Nocil company, which in turn duly established prosecution case against accused-R.L. Rajak. In order to buttress his arguments, learned Senior PP for the CBI has placed reliance on case titled as **Shivanarayan Laxminarayan Vs. State of Maharashtra 1980 AIR (SC) 439, Ajay Aggarwal Vs. Union of India 1993 (3) RCR (Criminal) 34, K. Hashim Vs. State of Tamil Nadu 2004 (4) RCR (Criminal) 982 K.R. Purushothaman Vs. State of Kerala 2005 (4) RCR (Criminal) 848** and finally prayer has been made to

convict the accused and punish him as per law.

73. On the other hand, learned defence counsel has argued that prosecution/CBI has failed to establish alleged charges against the accused even on touchstone of probabilities and thus accused is liable to be acquitted out-rightly. It is argued that there is not an iota of evidence on record to the effect that accused R.L. Rajak had ever demanded any bribe from the officials of M/s De-Nocil or that accused has taken any illegal gratification or pecuniary advantage/valuable thing in cash or kind at any point of time during his service tenure. It is also argued that there is no evidence on record regarding demand and acceptance of any illegal gratification by the accused and further no evidence regarding any involvement of present accused in the alleged criminal conspiracy has come on record and therefore, none of the charges levelled against the accused can be said to have been proved as per law. Learned defence counsel has further argued that prosecution has examined various witnesses, i.e. PW1 Dr A.R Khan, PW18 Dr. Mangla Rai, PW19 Dr. C.R. Hazra, PW26 Ashwani Kumar, PW30 Dr. P. Das Gupta, PW21 Dr. Gyanendra Nath, PW13 Geeta Sri Mukherjee, PW14 S.K. Ghosh, PW12 Shanti Swaroop and PW20 Smt. Sandhya Kulshrestha who had been associated with Registration Committee and Central Insecticides Board as Chairman/Member/Co-opted member/experts/Secretary etc., but none of these witnesses has deposed that accused-R.L. Razak had ever exercised any influence on any other member of the registration committee in the process of approving any product. Further, it has been argued that above said witnesses have rather testified that all the agenda items in the

Committee were approved without any favour or dis-favour to anyone and M/s. De-Nocil was not favoured in granting registration of its products and the agenda items used to be passed unanimously and decision to take any case on priority basis has to be taken by collective decision of the Registration Committee and the same cannot be taken by any one member of the registration committee. Further argued that M/s. De-Nocil was not favoured in granting registration of the products by the registration committee because the documents containing scientific data of the three products, namely, Dursban 10-G, Nurella D-505 and Acetamiprid Pride, of M/s. De-Nocil were complete in respect of various data requirements for grant of registration as admitted by various prosecution witnesses. It is also contended that there is no allegation that any due procedure of statutory provision was bypassed in getting the products of De-Nocil registered by the registration committee and therefore, allegations of exercising of influence by accused-R.L. Rajak over the members of registration committee for getting the products of M/s. De-Nocil registered are quite far-fetched. It is further contended that there is no evidence, either oral or documentary, to the effect that accused R.L. Rajak was ever paid or received any illegal gratification amount from M/s. De-Nocil company or from Dr. R.L. Ramakrishnan. It is also pointed out that IO/PW53 D.S. Dagar has also admitted in his cross-examination that no individual member either of RC or CIB can be termed as a key member and further admitted that there is nothing in the concerned files that accused R.L. Rajak had facilitated registration of products by the registration committee in contravention of statutory provisions. Further

contended that PW53/IO has also admitted that there is no specific recommendation made by the accused in the registration of products of De-Nocil company and further stated that no recovery from accused was effected and he had not noticed any disproportionate assets of accused-R.L. Rajak during the course of investigation. Further pointed out that I.O. has also admitted that in some of the bills incorrect name of the accused has been mentioned by the concerned department/offices and as such admission on the part of I.O. goes a long way in exonerating the accused of the charges levelled against him.

74. Learned defence counsel has further argued that evidence of approvers is quite discrepant and is not reliable at all and therefore, same cannot solely be made basis for conviction of the accused in the absence of any corroboration on any material particulars. It is pointed out that PW48 Dr. Ajit Kumar candidly admitted that he had never given any bribe to accused-R.L. Rajak and that there were no written orders from M/s De-Nocil to approve various bills for payments. Further pointed out that PW48 has further admitted that he did not have any document or any other evidence to prove that he had got booked air tickets or hotels in fictitious name of Raja R. Learned defence counsel further pointed out that PW48 has stated that he had never stayed with accused in connection with the bills mentioned by him and he had not checked any connected records before approving such bills, meaning thereby that all the such bills alleged to be paid from the accounts of M/s. De-Nocil were fictitious and prepared by the approver himself to cheat De-Nocil company. Further pointed out that PW48 has also admitted that various bills do not bear the

name of accused-R.L. Rajak, which again reflects that approvers/accomplices have not come out with true version of the events in their disclosure/statements and therefore, evidence of such witnesses is not at all reliable. More-so, it is argued that the evidence of approvers does not find any corroboration from any other independent source. It is further pointed out that PW48 has also mentioned that documents mentioned in his examination-in-chief were not dealt by him nor prepared by him at any point of time. It is further pointed out that PW48 has stated that he did not know who actually stayed in different hotels in the name of R. Raja for which he had mentioned in examination-in-chief. Further pointed that PW48 has also admitted that he did not have any record to confirm that accused had stayed in the hotels at Chennai and Bombay, which again reflects that allegations against the accused person are without any substance and the prosecution/CBI has failed to prove that it was accused-R.L. Rajak who had in fact received any facilities on the expenses of M/s. De-Nocil Crop Protection Company.

75. It is also argued that story of the approvers regarding booking of air tickets in some fictitious names and making of hotel booking again in the fictitious name of Raja. R. does not inspire confidence as identity of the person entering the airport and travelling by air is checked and ensured by perusal of valid identity card of such person and moreover identity of any person staying in hotel is also verified from the identity proof, but prosecution has failed to prove that it was accused R.L. Rajak who had in fact availed the facilities of air tickets or hospitality at the expenses of De-Nocil company. Rather, it is argued that close scrutiny of

statements of approvers, especially PW2 Dr. R.L. Ramakrishnan and PW48 Dr. Ajit Kumar would reveal that these officials of De-Nocil Company might have cheated their company by raising fictitious bills stated to be incurred for accused R.L. Rajak and no reliance can be placed upon such self serving statements of approvers. It is further pointed out that another approver, namely, Bipin M. Patel who has been examined as PW49, has admitted in cross-examination that he had not generated any illegal amount in the shape of incidental charges on the request of M/s. De-Nocil and that he had no transactions of any type with R.L. Rajak in connection with their firm M/s. Agro Pack. Further admitted that no bribe money was ever generated or given to any official of M/s. De-Nocil, which in turn creates dent in the entire prosecution case. It is also pointed out that even otherwise the statements of approvers/accomplices recorded u/s 164 of Cr.P.C. are void and are having no legal credence as the same have not been recorded on oath and against the statutory provisions u/s 164 of Cr.P.C. It is also pointed that such statement of accomplices u/s 164 Cr.P.C. are found to be discrepant on account of the fact that PW48 in his cross-examination has stated that he did not know who had written details of documents in his statement u/s 164 Cr.P.C. and further admitted that he did not remember as to whether any file of this case was given to the Magistrate at the time of recording of his statement and further stated that he did not remember the serial numbers and date of the bills mentioned in his statement u/s 164 Cr.P.C. Accordingly, it is argued that all these circumstances points out that statements of accomplices are not worthy of credence and cannot be made basis to prove the prosecution

case in the absence of any corroborative piece of evidence. It is also argued that none of the bills has been duly proved on record as per law as neither scribe of such bills nor any person conversant with the handwritings/signatures of the scribe has been examined by the prosecution. Further argued that it is well settled legal proposition that mere admission of a document in evidence is neither itself proof nor mere marking of exhibits of a document dispense with its proof, which otherwise required to be done in accordance with law. It is further pointed out that most of the bills or documents are mere photocopies and thus, the same cannot be said to be proved as per law as photocopies of the documents can be produced in evidence only when it is alleged and proved that original document was in existence and is lost or destroyed or is in possession of opposite party who failed to produce it or in any other circumstances mentioned in section 65 of Evidence Act.

76. It is also contended that none of the alleged bills is either in the name of accused-R.L. Rajak or bears the signature of accused-R.L. Rajak and moreover, no report of any handwriting expert has come on record to establish that all such bills bear the signatures/handwriting of the accused-R.L. Rajak and therefore, no circumstantial evidence corroborating the statements of approvers has come on record and in such circumstances, innocence of the accused person is writ large. It is also pointed out that no documentary evidence has come on record reflecting that accused-R.L. Rajak had ever stayed in the alleged hotels or had ever availed taxi services, alleged to be hired for accused-R.L. Rajak. Further argued that moreover neither any driver of such taxi has been examined to establish

that it was accused-R.L. Rajak who had in fact travelled in such taxi hired at the expenses of M/s. De-Nocil Crop Protection Company. Further, it has been pointed out that from the evidence produced by the prosecution/CBI, the conduct of the officials of M/s. De-Nocil is self evident and therefore, misuse of official position by various officials namely, Dr. R.L. Ramakrishnan, Dr. Ajit Kumar etc. in the name of accused R.L. Rajak cannot be ruled out, more-so when none of the approvers or any other prosecution witness has stated on oath that accused R.L. Rajak had ever demanded any bribe or favour from them. Finally, it is argued that prosecution has failed to establish any of the charges levelled against the accused by leading cogent evidence and accordingly prayed that accused is entitled to be acquitted. In support of his arguments, learned defence counsel has made reference to the ratio of law laid down in cases **Rakesh Mohindra Vs. Anita Beri & Others 2016 (1) Civil Court Cases 001 (SC)**, **Rekha Rani Vs. Vineet Kumar 2015 (Suppl.) Civil Court Cases 379 (P&H)**

77. I have heard learned Senior PP for the CBI and learned counsel for the accused and have gone through the record of the case carefully.

78. In nutshell, the prosecution case is that accused R.L. Rajak, while working as a member of Central Insecticide Board and Registration Committee during the years 1996 to 2001, entered into criminal conspiracy with DOW Agro Science India Ltd., Mumbai, a subsidiary of M/s. De-Nocil based at USA, with accused Satyabroto Banerjee and others, for expediting the registration of three products, namely, Nurella D, Pride and Dursban 10 G of M/s. DOW Agro Science India Ltd. before

the crop season for marketing purpose and funds were accumulated through two companies i.e. M/s. Agro Pack and M/s Crop Health Products Ltd. in the books of account of said company/firms by loading bogus incidental charges in their bills raised on DOW Agro Science and also by raising false invoices on DOW Agro Science for capital goods by mutual agreement with M/s. DOW Agro Science and these funds so dishonestly accumulated were paid to accused-R.L. Rajak as illegal gratification by DOW and Satyabroto Banerjee and also used for making payment to accused-R.L. Rajak for air tickets, taxis and hotel charges etc. to the tune of ₹ 21.04 Lacs approximately. That accused R.L. Rajak, being public servant, by abusing his official position as servant obtained number of pecuniary advantages and valuable things without consideration by illegal means and that accused R.L. Rajak during the said period demanded and accepted aforesaid amount of ₹ 21.04 Lacs approximately as illegal gratification, in cash and kind & through services such as air tickets, taxis and hotel expenses etc. as a motive for getting registered three products of M/s. De-Nocil and further the accused, being public servant, by abusing his official position as public servant obtained pecuniary advantages to the tune of ₹ 21.04 Lacs approximately for himself as well as for his brother and thus committed offence under section 120-B IPC read with section 11, 12, 13 (1) (d) read with section 13 (2) of the PC Act as well as substantive offences under section 7, 11, 13 (1) (d) read with section 13 (2) of the PC Act.

79. Before proceeding further, it would be pertinent to mention here that accused-Satyabroto Banerjee expired during the course of trial and

accordingly, proceedings against him were dropped vide order dated 01.10.2012 passed by the then learned Special Judge, CBI and thus the evidence qua accused-Satyabroto Banerjee need not be discussed while deciding the case of another accused-R.L. Rajak who is now facing the trial.

80. Having due regard to facts of the case and rival contentions, following points arise for consideration and adjudication in the instant case:-

1. Whether statements of accomplices/approvers disclosing evidence of the offences and the connection of the accused person to the offences, can be relied upon safely to make out culpability of accused R.L.Rajak in this case?
2. Whether prosecution/CBI has been able to prove the guilt of the accused-R.L. Rajak for the charged offences under section 120-B IPC read with section 11, 12, 13 (1) (d) r/w section 13 (2) of the PC Act as well as substantive offences under section 7, 11, 13 (1) (d) read with section 13 (2) of the PC Act, beyond shadow of reasonable doubt?

81. In order to bring home the guilt of the accused, the prosecution has heavily relied upon the evidence of three witnesses, namely, Dr. R.L. Ramakrishnan (PW2), Dr. Ajit Kumar (PW48) and Bipin M. Patel (PW49) who were granted conditional pardon by the then learned Special Judge (CBI), Haryana at Ambala, vide orders dated 20.10.2009. As per evidence on record, PW2 Dr. R.L. Ramakrishnan and PW48 Dr. Ajit Kumar were employees of M/s De-Nocil Crop Protection Pvt. Ltd. Before

discussing the evidence of above-named approvers, namely, Dr. R.L. Ramakrishnan (PW2), Dr. Ajit Kumar (PW48) and Bipin M. Patel (PW49) it would be expedient to discuss briefly the legal principles pertaining to appreciation of evidence of an approver. It is settled legal proposition that ordinarily a Court seeks for corroboration of the evidence of an approver before convicting an accused person on that evidence. Generally speaking this corroboration is of two kinds. Firstly, the Court has to satisfy itself that the statement of the approver is credible in itself and there is evidence other than the statement of the approver that the approver himself had taken part in the crime; secondly, after the Court is satisfied that the approver's statement is credible and his part in the crime is corroborated by other evidence, the Court seeks corroboration of the approver's evidence with respect of the part of other accused persons in the crime, and this evidence has to be of such a nature as to connect the other accused with the crime. Reliance in this regard can be placed upon the judgment of larger Bench of the Hon'ble Supreme Court in case **Saravanabhavan and Another Vs. State of Madras, AIR 1966 SC 1273**. The Hon'ble Supreme Court of India in case **Sarwan Singh Vs. State of Punjab, AIR 1957 SC 637** has held that appreciation of approver's evidence has to satisfy double tests i.e. evidence of approver must show that he is reliable witness and if this test is satisfied, then second test which still remains to be applied is that the approver's evidence must receive sufficient corroboration and this test is special to the cases of weak or tainted evidence like that of the approver. Further, the Hon'ble Supreme Court in case **Chandra Prakash Vs. State of**

Rajasthan, (2014)8 SCC 340, has briefly recapitulated the principles relating to the acceptance of the evidence of an approver, which may be summed up as under:-

(i) An approver is a most unworthy friend, if at all, and he, having bargained for his immunity, must prove his worthiness for credibility in court. 1975(3) SCC 742, relied.

(ii) Evidence of the approver is always to be viewed with suspicion especially when it is seriously suspected that he is suppressing some material facts. 2006(4) RCR (CrI.) 128; 2006(3) Apex (CrI.) 157, relied.

(iii) The evidence of the approver implicating several accused persons in the commission of the offence must not only be corroborated generally but also qua each accused but that does not mean that there should be independent corroboration of every particular circumstance from an independent source. AIR 1960 SC 961, relied.

(iv) Conviction could only be based on the testimony of the accomplice if it is thought reliable as a whole and if it is corroborated by independent evidence either direct or circumstantial, connecting the accused with the crime. 1988(2) RCR (CrI.) 83, relied.

(v) Evidence of an approver and the corroborating pieces of evidence should be treated in two different compartments, that is to say, the court shall first have to consider

the evidence of the approver dehors the corroborated pieces of evidence and reject it if it comes to the conclusion that his evidence is unreliable; but if it comes to the conclusion that it is reliable, then it will have to consider whether that evidence is corroborated by any other evidence. AIR 1961 SC 1762, relied.

(vi) The story given by an approver so far as the accused on trial is concerned, must implicate him in such a manner as to give rise to a conclusion of guilt beyond reasonable doubt.

(vii) The nature and extent of the corroboration may depend upon the facts of each case and the corroboration need not be of any direct evidence that the accused committed the crime - The corroboration even by circumstantial evidence may be sufficient. 1988(2) R.C.R.(Criminal) 87, relied.

82. Still further, the Hon'ble Supreme Court in case **Venkatesha Vs. State of Karnakta, 2013 (2) RCR (Criminal) 920** has held that the established rule of practice evolved on the basis of human experience since times immemorial, is that it is unsafe to record a conviction on the testimony of an approver unless the same is corroborated in material particulars by some untainted and credible evidence. So consistent has been the commitment of the courts to that rule of practice, that the same is now treated as a rule of law. Courts, therefore, not only approach the evidence of an approver with caution, but insist on corroboration of his

version before resting a verdict of guilt against the accused, on the basis of such a deposition. The juristic basis for that requirement is the fact that the approver is by his own admission a criminal, which by itself makes him unworthy of an implicit reliance by the Court, unless it is satisfied about the truthfulness of his story by evidence that is independent and supportive of the version given by him. That the approver's testimony needs corroboration cannot, therefore, be doubted as a proposition of law. Thus, in the light of aforesaid discussed settled legal proposition regarding appreciation of evidence of an approver, it is to be seen as to whether evidence of the approvers in the instant case inspire confidence and is reliable one and further as to whether the same finds corroboration on material aspects from the other evidence coming on record.

83. First of all, coming to the statement of PW2/R.L. Ramakrishnan, who has mainly deposed that during the period 1996 to 1998 he was working as Commercial Vice President Marketing for M/s De-Nocil Crop Protection Limited and his duties included Commercialization and marketing of existing products and new products well approved for commercialization. He made marketing strategies for selling the products. He deposed that in the year 1997, Dr. Natranjan, the then registration manager and Dr. Ajit Kumar, who were assigned the job of registration, felt the need for consultation who may liaison with the officers of CIB and RC and expedite for registration of Nutrelle D. product. He further deposed that Dr. Ajit Kumar informed him that Dr. Rattan Lal Rajak, the Plant Protection Advisor who had influence over the CIB and RC, had suggested him to get appointed Shri Satyabroto Banerji as Consultant for

firm who can easily pursue the matter of registration with Central Insecticides Board and Registration Committee office. He further deposed that Mr. Satyabroto Banerji who was member of Crop Protection Association from M/s Sandoz Company and their company was also member of the association and he was representing M/s De Nocil Company and in the meeting, he came in contact with Mr Banerjee and he passed this information to the country manager Mr. Kevin Eden, who was a British national and he also agreed to hire the consultant for the said purpose. Mr. Banerjee, in a meeting which was attended by himself and Dr.Natranjan, told that some amount was required to be paid to Dr.R.L.Rajjak. This fact was brought to the notice of Country Manager by him and he agreed and instructed him to do what is necessary for expeditious registration of the product. Thereafter, Mr. Banerjee suggested that M/s Agro Pack could be helpful in generating the fund required by contract formulation. Then there was a meeting between M/s Agro Pack, Mr.Banerje, Mr. Kattar and him and they all agreed that they will make Mancozeb 75% W.P in their factory and would be marketed by M/s. De Nocil in the trade name of Saviour. Further stated that then they also agreed that they can generate the funds required in the cost sheets adding an element of incremental cost which was over and above all the cost and by the accumulation of this fund, which can be paid to Mr. Banerjee for further passing it on to R.L.Rajak and get registration of the product expedited. He further deposed that ₹ One Lac was given to him in cash which was paid to Mr. Banerjee to further pass it on to R.L.Rajjak and rest of the money of ₹ 4,37,800/- was given in the credit notes. He

further deposed that out of the excess amount generated illegally, a sum of ₹ 1,20,000/- was given to Dr. Natrajan and the remaining amount of credit note of ₹ 5,97,465/- for 369.980 M.T. vide No.CN/06/98-99 dated 30.01.1999 and another credit note of ₹ 45,080/- for 2.76 M.T. vide No.CL/08/98-00 dated 30.03.1999 have been shown by the Agro Pack in order to adjust the amount. He stated he has seen the credit notes mark PW2/G and PW2/H and have also seen bank payment voucher No.MBO/0222/99-2000 dated 2nd August, 1999 for Rs.8056/- Ex.PW2/3 submitted by him for re-imburement from the company as the company had incurred expenses on food and entertainment of accused R.L.Razak, formerly Plant Production Advisor while he was on tour at Chennai from 11.6.1999 to 27.6.1999. He further deposed that during the year 1997-98, De-Nocil intended to register its products and the same were under consideration with CIB & RC and he knew that R.L. Razak had good influence over registration committee, being only member from CIB staff and he can get the product registered before beginning particular crop season that will certainly increase the sale of the product in the market and if the company loose product for the season, then the company will be the looser. Further stated that Dr. R.L.Razak had directed him that he will be on tour at Chennai and get arranged for his food and transportation and in the year 1999, Dr. R.L.Razak had come to Chennai to see his relative admitted in Harvay Hospital, Chennai and his stay arrangement was made by Godrej Company while food and transportation for him and his relative was arranged by him on the directions of De-Nocil Crop Protection Ltd. He further deposed that he had restaurant in partnership

with his brother under the name of Carnival Heights Revolving Restaurant, Alsa Tower, situated at 186 Poonamallee High Road, Chennai and when R.L.Rajak came in June, 1996, he desired that he would like to have food in his restaurant and he directed the Hotel Manager to provide food for him from the Restaurant. During that time, he was appointed as Consultant by DE-Nocil and he had arranged food for R.L.Rajak and submitted the bills to De-Nocil and company made payment of these bills through cheque. He also deposed general voucher No.102 dated 30.07.1999 for Rs.1,67,334/- Ex.PW2/4 for payment on account of travel, conveyance and staff transfer expenses along-with general voucher bills raised by travel wings, on M/S DE-Nocil for hiring taxies by DE-Nocil for Dr. R.L.Rajak. He further deposed that Dr. R.L.Rajak had been provided taxi during his stay from 11.6.1999 to 27.6.1999 by M/S DE-Nocil and the payments of these taxi bills was raised by travel wings, being paid by the company. Dr. R.L.Rajak had approached him for conveyance and he had directed Mrs. Pearl Incharge Branch Office Chennai who got arranged taxi for Dr. R.L.Rajak through travel wings.

84. However, PW2/Dr. R.L. Ramakrishnan, in his cross-examination, has admitted that as per his knowledge accused Dr. Rajak had done everything as per rules and procedure. He has also admitted that technical data submitted by a company was examined by dozens of experts in the secretariate of CIB/RC. It is also admitted by him that there were about 29-30 technical experts in CIB and there are 5 experts in registration committee, meaning thereby that this approver does not attribute any illegal act or omission on the part of accused R.L. Rajak in the process of

registration of products of M/s. De-Nocil and while working as one of the members in the registration committee. Further, so far as deposition of PW2 to the effect that he got re-imbursed the expenses spent on food and entertainment of accused Rajak from company M/s. De-Nocil vide payment voucher Ex.PW3/2 is concerned, said witness in his cross-examination has stated that his hotel was situated at a distance of about 6-7 kilometers from hospital where patient of Dr. Rajak was admitted in Chennai and further stated that he had no knowledge whether any food was supplied to Dr. Rajak and patient in the hospital. He has further stated that restaurant business was stopped by him in the year 2006, which in turn would make out that no credible evidence regarding incurring of expenses on the food and entertainment of accused R.L.Rajak by this witness has come on record. Not only this, PW2 has also admitted in his cross-examination that he did not know if the accused had used the taxi engaged by him or not, which again creates dent in the statement of this approver made in examination-in-chief to the effect that accused R.L. Rajak had directed him to arrange for his food and transportation during his tour at Chennai, in the year 1999. It would not be out of context here to mention that prosecution/CBI has not brought on record any evidence in the shape of documentary evidence to reflect that accused R.L. Rajak had in fact travelled to Chennai during the period in 1999 by bringing on record some official documents from the office of accused-R.L. Rajak to show as to whether he was on leave from office during those days or as to whether he had travelled to Chennai on official tour, as per the records. Further, so far as statement of PW2 to the effect that accused-R.L. Rajak

had stayed in a place arranged by Godrej company is concerned, again during cross-examination this witness has admitted that he did not go to Godrej Rest House, meaning thereby that any statement regarding availing of facilities free of cost by accused-R.L. Rajak do not find support from any credible evidence, as no other evidence corroborating the statement of this witness on these aspects has come on record. Further, so far as allegations regarding availing of taxis arranged by M/s. De-Nocil is concerned, prosecution/CBI has neither examined any driver of such taxis nor any documentary evidence in the shape of bills of travel wings agency would lend any credence to such allegations as neither the name of accused-R.L. Rajak is reflected on most of such bills nor the same bear his signature/handwriting. It is also a matter of record that most of such bills of travel agency are merely photocopies and have also not been proved on record as per law as neither scribe of such bills nor any person conversant with the handwritings/signatures of the scribe has been examined by the prosecution and thus, no legal credence can be attached to the same. Still further it is trite to say that mere admission of a document in evidence is neither itself proof nor mere marking of exhibits of a document dispense with its proof, which otherwise required to be done in accordance with law.

85. Now, coming to the evidence of another approver, namely, PW48 Dr. Ajit Kumar who was employed with M/s. De-Nocil Crop Protection Ltd., it is stated by this witness/approver in his examination-in-chief that during 1997 their company decided to obtain registration of 3 products i.e. Nurella-D, Pride and Dursban 10-G and they also decided to make

payment to Dr. R.L. Rajak, the then Plant Protection Adviser as he was member in the registration committee and then he was advised by his superior Kevin Eden, Managing Director of M/s. De-Nocil Crop Protection to approve the bills pertaining to air travels, hotel and taxis hired by Dr. Rajak as and when they are presented to him. This witness has also brought on record voucher dated 29.10.1999 for ₹ 11,070/- Ex.PW48/1 for making payment on account of air fares to Sita Travels. However, this witness in the same breath has also stated that Dr. R.L. Rajak had directed him to get the air ticket booked for him, but the journey was cancelled and was performed by Dr. Rajak on 30.09.1999 and that he (R.L. Rajak) used to travel by fictitious name as Mr. R. Raja. During cross examination, he has admitted that credit note Ex.PE43/4 pertains to cancellation of air ticket and the amount of Rs. 10,120/- was refunded back to the account of De-Nocil and that there is no mention of any subsequent amount for subsequent journey in ex.PW43/4. Further, he has deposed that M/s. De-Nocil company made payment to Regent Hotel through cheque dated 4.8.2000 for amount of ₹ 33,147/- and the same was sent to M/s. De-Nocil- raised by Regent Hotel incurred on R.Raja and this booking was done on the direction of R.L. Rajak in the name of R.Raja. This witness has further deposed regarding approval of bill bearing Sr. No. 173 for an amount of ₹ 40168.91 of Regent Hotel, Mumbai by him and stated that the same was approved by him for making payment for the expenses incurred on Mr. Jhelum and Mr. Singh and Mr. Singh is assumed the name of Dr. Rajak. This witness has further deposed regarding approval by him of two other bills of different amounts raised

by Friends Tours & Travels for hiring taxi for Mr. Naresh Pandey and five other bills stated to be raised for hiring taxi for R.L.Rajak. Likewise he has further deposed regarding approval of bills of Centaur and Leela Hotel, Bombay which were presented to M/s. De-NOcil on account of stay of Raja Dr. and Pandey Mr. Naresh in Leela Hotel from 27.08.1999 to 29.09.1999 and further deposed regarding approval by him of bill dated 20.04.2000 for an amount of ₹ 18,081.25 raised by Park Sheraton Hotel and Tower, Chennai and stated that accused R.L. Rajak directed their company to get a room booked for him in the assumed name of Raja R.

86. A bare perusal of aforesaid testimony of PW48 Dr. Ajit Kumar would reveal that he has brought on record various bills/air fair ticket stated to be booked in the name of R. Raja/Naresh Pandey/Mr. Singh, meaning thereby that none of such bills/vouchers/ticket is in the name of accused-R.L. Rajak. Even though this witness has stated that accused-R.L. Rajak had directed their company to get the air ticket/hotel rooms etc. booked in the assumed name of R. Raja etc. for the purpose of concealing his identity, but this much evidence of an approver does not inspire confidence at all, especially in the light of the fact that identity of any person entering the airport and travelling by air is checked and ensured by perusal of valid identity card of the concerned person and any person staying in a hotel is also required to furnish identity proof, as admitted by the witness himself. However no such document/identity card in the assumed names is stated to have been recovered from the possession of accused-R.L. Rajak, which can validly justify booking of air tickets/hotel rooms in the assumed name of R. Raja etc. and in such

circumstances, evidence of approver i.e. PW48 Dr. Ajit Kumar is quite discrepant. Not only this, PW48 in his cross-examination has fairly admitted that he did not know who actually stayed in different hotels booked in the name of R. Raja as mentioned in his examination-in-chief. He has further admitted that he did not have any record with him to confirm that accused had stayed in the hotels at Chennai and Bombay. He has also admitted that on the bills of Centaur hotel, the name of accused has not been mentioned in the bills Ex.PW43/8, Ex.PW48/2, PW3/1 to Ex.PW3/4. He has further admitted that bill Ex.PW39/4 of Friends Tour & Travels is a carbon copy of the bill and the name of driver has not been mentioned on it and signature of the driver was not obtained on it and the same also does not bear the signature of customer. He has further admitted that he cannot say as to who actually travelled in these taxis. He has further admitted that registration of any product is done by the RC and CIB as per strict provisions of the rule and there are more than 10 members in the CIB. Further admitted that before submitting the application to the registration committee, they had collected data from State Agriculture Universities on bio-efficacy as well as data on Chemistry Packaging and Toxicology and that when he moved the applications for registration of three products, namely Pride, Nurella-D and Dursban-10 G, the requirement in respect of data etc. was complete in all respects. He has also admitted that eligibility for registration of the product was examined by different subject experts and also admitted that after getting approval of such experts and considering all other parameters, the product is referred to registration committee for approval.

He has also admitted that Dr. R.L. Rajak never favoured him in registration of any product moved by him before the RC for registration and still further the witness has admitted that Dr. R.L. Rajak never demanded any favour from him in connection with the registration of the products. He has also admitted that in his entire service tenure he had never given any bribe to anyone including R.L.Rajak. He has also admitted that he never ordered M/S Agro Pack to generate illegal money to be used for illegal purposes and that Mr Kevin Eden never prompted or authorized any official of De-Nocil company to indulge in illegal generation of money and that there were no written orders from M/s De-Nocil to him to approve various bills for payment. Thus, this much admission on the part of this approver makes the prosecution case against accused R.L. Rajak doubtful and the entire prosecution case crumbles. Not only this, defence has also put suggestions to this witness to the effect that the bills were fictitious and were prepared by him to cheat the De-Nocil company and that he had given false statement to falsely involve the accused to save himself from legal punishment.

87. From the evidence of above referred two approvers, no credible evidence can be sated to have come on record to infer that accused-R.L. Rajak had ever demanded any illegal gratification from any official of M/s. De-Nocil Crop Protection Ltd. Even though as per the evidence brought on record by the prosecution/CBI, it comes out that certain bills of taxis/hotel rooms/air ticket etc. were raised by different agencies upon M/s. De-Nocil Crop Protection Ltd. and the same are reflected to be paid from the accounts of M/s. De-Nocil Crop Protection, but most of such

bills are not at all in the name of accused-R.L. Rajak and as per the testimony of approvers themselves, these bills/ticket are in some assumed name of R. Raja/Mr. Singh etc. and in such circumstances, possibility of mis-appropriation of funds of M/s. De-Nocil Crop Protection Ltd. by such approvers themselves cannot be ruled out and it might be possible that such approvers, who were themselves employees of M/s. De-Nocil Crop Protection Ltd., might have exploited their company in the name of accused-R.L. Rajak for their own benefit and might have pocketed such amounts themselves, especially when no cogent corroborative piece of evidence from other independent source has come on record.

88. Now coming to the evidence of PW49 Bipin M.Patel, he has mainly deposed on the lines of his brother namely, PW46 Harish M.Patel regarding affairs of M/s. Agro Pack. He has further brought on record file of M/s. Agro Pack as Ex.PW49/1 containing correspondence with M/s. De-Nocil Crop Protection Ltd., letter dated 26.12.1999 as Ex.PW49/2 signed by his brother, letter dated 05.02.1997 as Ex.PW49/3 of M/s. De-Nocil, letter dated 09.02.1997 as Ex.PW49/4 written by him, letter dated 10.02.1997 as Ex.PW49/5 signed by R.L.Ramakrishnan and joint marketing agreement as Ex.PW49/6. He has also deposed regarding his visit to Mumbai and discussion with Dr. R.L. Ramakrishnan who told him that M/s. De-Nocil was in need of some money for getting registration of their products with CIB & RC and in order to accumulate funds, he should have to act as per directions of T.B. Khattar and to generate excess amount through incidental charge which could be loaded in the invoices to be placed on M/s. De-Nocil and then giving back accumulated funds to

the representatives of De-Nocil as and when they require. He has further deposed regarding summary of incidental charges and coming into contact with Mr. S. Banerjee and also deposed about loading of incidental charges during different financial years and stated that credit notes were merely issued to adjust the funds with M/s. De-Nocil. However, this witness, in cross-examination, has admitted that he never met accused R.L. Rajak and he had no transaction of any kind with said accused in connection with their firm M/s. Agro Pack. He has further stated that they had not generated any illegal amount in the shape of incidental charges on the request of M/s. De-Nocil company and that no bribe money was ever generated or given to any official of M/s. De-Nocil Company, which again makes the entire prosecution case fall to the ground. It is also pertinent to mention here that PW46/Harish M.Patel, in his cross examination, has stated that their company had never generated and paid any illegal amount to De-Nocil company in connection with the transactions made by them and that all the payments made to the officers of de-Nocil was legal and available in the records and that L. Ramakrishnan or his representative had never asked to generate illegal funds for De-Nocil company for marketing their products and to prepare fictitious incidental charges. He has also stated that they had no concern directly or indirectly with accused R.L.Rajak.

89. As already noticed, when the entire prosecution case revolves on the statement of approvers or is dependent upon circumstantial evidence, then the doctrine of prudence should be invoked and accordingly, statements of approvers regarding the manner in which the crime was

committed viz-a-viz the role played by the accused on the one hand and that of the approver on the other hand must be tested on the touchstone of said doctrine. Needless to mention here that an approver is most unworthy friend and such approver, having bargained for his immunity, must prove his worthiness for credibility in the court. Keeping in view the settled legal principles regarding appreciation of evidence of an approver, this court is of the considered opinion that evidence of all the three approvers namely, PW2/Dr. R.L. Ramakrishnan, PW48 Dr. Ajit Kumar and PW49 Bipin M. Patel, is found to be quite discrepant and not inspiring confidence.

90. At the cost of repetition, testimony of all the approvers is found to be quite discrepant. Nevertheless, in order to test the credibility of such evidence at the touchstone of second test regarding corroboration, it can be seen as to whether the statements of approvers find corroboration from some other independent evidence coming on record. However, prosecution/CBI has not brought on record any credible evidence in the shape of circumstantial evidence to lend corroboration to the version spoken by the approvers. Prosecution has neither bothered to collect any evidence in the shape of CCTV footage of the concerned hotels nor brought on record any documentary evidence, thereby reflecting that it was in fact accused R.L. Rajak who had stayed in the hotel rooms booked in the assumed name of R. Raja/Mr. Singh etc. and that it was this accused who had in fact availed air travels in the assumed name on the expenses of M/s. De-Nocil Crop Protection Ltd. It is no where the case of prosecution that accused R.L. Rajak was found in possession of some

fake identity card(s) so as to facilitate his air travel and his stay in different hotel rooms in the assumed name, as disclosed to by the approvers. Likewise, taxi bills or other bills pertaining to different hotels do not make out in any way that it was accused-R.L. Rajak who had in fact availed such facilities at the expenses of M/s. De-Nocil Crop Protection Ltd. Moreover, no report of any handwriting expert/GEQD has come on record to establish that any of such bills/document bear the signatures/handwriting of accused-R.L. Rajak and therefore, no circumstantial evidence corroborating the statements of approvers has come on record and in such circumstances, culpability of accused R.L.Rajak cannot be held to be proved beyond reasonable doubt. Still further, no cogent evidence has come on record reflecting that accused-R.L. Rajak had ever stayed in the alleged hotels or had ever availed taxi services, alleged to be hired for accused-R.L. Rajak. Rather from the evidence produced by the prosecution/CBI, the conduct of the officials of M/s. De-Nocil is self-evident as several officials of M/s. De-Nocil have been issued reprimand letters for their acts/omissions as deposed to by such several employees like PW5/G.N.Mistry, PW24/SY Devasthali, PW25/ AN Kharche PW32/Jagdish Bodla etc. and therefore, misuse of official position by various officials namely, Dr. R.L. Ramakrishnan, Dr. Ajit Kumar etc. in the name of accused R.L. Rajak cannot be ruled out, more-so when none of the approvers or any other prosecution witness has stated on oath that accused R.L. Rajak had ever demanded any bribe from them. It may also be mentioned here that other witnesses, namely, PW33 D. Stalin Prabudos, PW39 Shanker Dutt, PW43 Ventrapragada Satya

Nagesh, PW45 K.Venkatasubramanian, PW51 Satyabrata Nandi etc. examined by the prosecution also do not render any corroboration to the statements of approvers on any material aspect. PW33, who had worked with Travel Wings agency, has admitted in cross-examination that confirmation order forms are not in his handwriting and do not bear his signatures and the accused-R.L. Rajak was not known to him in the year 1999 and he never met accused-R.L. Rajak. He has also admitted that customer's name in confirmation order forms Ex.PW33/19 & Ex.PW33/20 is Mr. R.P. Singh and Mr. Subhash Chander. Further PW39 Shankar Dutt, who had worked with Friends Tours & Travels, has admitted in his cross-examination that bills do not bear the signatures of customers or drivers. He has further admitted that he do not know any person in the name of accused-R.L. Rajak and he cannot identify him. He also admitted that orders for taxi booking were made on telephone. PW42 N. Rajasekhran, who was employed with M/s. De-Nocil, has admitted in cross-examination that his company never involved in paying gratification to any official of the company or other person in connection with the affairs of the company and that there was no provision or system in their department to generate any type of bribe money. He has also admitted that he never met accused R.L. Rajak during his service period. He has also admitted that some one else used the name of accused R.L. Rajak on these bills. Further admitted that these bills do not bear the signatures of accused R.L. Rajak and he did not recognize the signatures mentioned on these bills. Further admitted that no serial numbers has been mentioned on these bills to ascertain their genuineness. He has also stated that he cannot

say who actually stayed in the restaurant as there was no identification proof attached with the bills and that all the above bills of Carnival Hotel are xerox copies. Further PW43 Ventrapragada Satya Nagesh, in his cross-examination has admitted that documents were not dealt by him with at any stage of time and none of the documents bear his signatures. He has also feigned ignorance about Dr. R. Raja in some of the documents and further admitted that he never met accused-R.L. Rajak. He has also stated that he did not know who had put the names on the bills and he did not know the authenticity of bills Ex.PW43/1 to Ex.PW43/10 and Ex.PW2/4. He has also admitted that these bills do not contain the signatures of customers who had visited the restaurant and used the taxis shown in the bills. He has also stated that he cannot say if any person in the name of R.Raja or R.L. Rajak stayed in the hotel mentioned in the bills mentioned in his examination-in-chief. He has also admitted that most of the documents are xerox copies and are not attested by him or anybody else. Further PW45 in his cross-examination has admitted that he never met accused and had no transaction with him during his service period and that company had never given any type of bribe to any official of CIB and RC as per his knowledge during the stay in the company. Thus, it comes that none of the prosecution witnesses has brought on record any cogent documentary evidence to make out culpability of accused R.L. Rajak in obtaining any alleged illegal gratification from M/s. De-Nocil or in obtaining any pecuniary advantage or valuable thing without any consideration or for consideration knowing the same to be inadequate.

91. Further, it would not be out of context to mention here that prosecution has examined various witnesses, i.e. PW1 Dr A.R Khan, PW18 Dr. Mangla Rai, PW19 Dr. C.R. Hazra, PW26 Ashwani Kumar, PW30 Dr. P. Das Gupta, PW21 Dr. Gyanendra Nath, PW13 Geeta Sri Mukherjee, PW14 S.K. Ghosh, PW12 Shanti Swaroop and PW20 Smt. Sandhya Kulshrestha who had been associated with Registration Committee and Central Insecticides Board as Chairman/Member/Co-opted member/experts/Secretary etc., but none of these witnesses has deposed that accused-R.L. Razak had ever exercised any influence on any other member of the registration committee in the process of approving any product. The above said witnesses have rather testified that all the agenda items in the Committee were approved without any favour or disfavour to anyone and M/s. De-Nocil was not favoured in granting registration of its products and the agenda items used to be passed unanimously and decision to take any case on priority basis has to be taken by collective decision of the Registration Committee and the same cannot be taken by any one member of the registration committee. It has also come in the evidence of these witnesses that M/s. De-Nocil was not favoured in granting registration of the products by the registration committee as the documents containing scientific data of the three products, namely, Dursban 10-G, Nurella D-505 and Acetamiprid Pride, of M/s. De-Nocil were complete in respect of various data requirements for grant of registration, as admitted by various prosecution witnesses. Moreover, there is no evidence that any due procedure of statutory provision was bypassed in getting the products of De-Nocil registered by

the registration committee and therefore, allegations of exercising of influence by accused-R.L. Rajak over the members of registration committee for getting the products of M/s. De-Nocil registered are quite far-fetched. Still further, there is no evidence, either oral or documentary, to the effect that accused R.L. Rajak was ever paid or received any illegal gratification amount from M/s. De-Nocil company or from Dr. R.L. Ramakrishnan. It may also be useful to refer to the testimony of Investigating Officer/PW53 D.S. Dagar who has also admitted in his cross-examination that no individual member either of RC or CIB can be termed as a key member and further admitted that there is nothing in the concerned files that accused R.L. Rajak had facilitated registration of products by the registration committee in contravention of statutory provisions. PW53/IO has also admitted that there is no specific recommendation made by the accused in the registration of products of De-Nocil company and further stated that no recovery from accused was effected and that he had not noticed any disproportionate assets of accused-R.L. Rajak during the course of investigation. Further the I.O. has also admitted that in some of the bills incorrect name of the accused has been mentioned by the concerned department/offices.

92. The Hon'ble Supreme Court in *V. Sejappa Vs. State, AIR 2016 SC 2045* has held that in order to constitute an offence under Section 7 of the Prevention of Corruption Act, 'proof of demand' is a sine quo non and that this has been affirmed in several judgments including in *B. Jayaraj v. State of Andhra Pradesh, 2014(2) R.C.R.(Criminal) 410 : 2014(2) Recent Apex Judgments (R.A.J.) 570 : (2014) 13 SCC 55*. To prove the

charge under Section 7 of the P.C. Act, acceptance of any gratification other than legal remuneration, by public servant, as a motive or reward for doing or forbearing to do any official act or for showing or forbearing to show, in the exercise of his official functions, favour or dis-favour to any person or for rendering or attempting to render any service or dis-service to any person, is to be proved. Further under Section 13 (1) (d) of the Act, demand as well as acceptance of any valuable thing or pecuniary advantage is required to be proved. Thus it is incumbent upon the prosecution to prove demand of illegal gratification for an official act as well as acceptance of the same. As discussed earlier, none of the prosecution witnesses has deposed that accused R.L.Rajak ever demanded any bribe from them. Moreover, there is no evidence regarding acceptance of any illegal gratification by the accused. Therefore, neither the provisions of section 7 nor section 13(1)(d) of the PC Act are attracted qua accused R.L.Rajak. Further, section 11 of the PC Act makes it an offence if any public servant accepts or obtains or attempts to obtain any valuable thing without consideration or for consideration knowing it to be inadequate from any person concerned in any proceeding or business transacted by him etc. Thus, on its plain terms section 11 of the PC Act is wider than section 7 of the PC Act and an act of corruption not falling within section 7 may yet come within the terms of section 11. Element of reward/motive is relevant under section 7, but wholly immaterial under section 11 of the PC Act. However, in the light of the discussion hereinabove, provisions of Section 11 of the PC Act are also not attracted to the case of the accused.

93. Further, accused-R.L. Rajak has also been charged sheeted for committing offence of criminal conspiracy and therefore it would be worth-while to discuss briefly the concept of the offence of criminal conspiracy which has been defined under section 120-A of the Indian Penal Code. The offence of criminal conspiracy provides that there must be an agreement between two or more persons who are alleged to conspire and that the agreement should be for doing of an illegal act or for doing by illegal means an act which may not itself be illegal. The essence of criminal conspiracy embodied in section 120-AIPC is the unlawful combination and ordinarily the offence of criminal conspiracy exists in the very agreement between two or more persons to commit an offence. It consists of the scheme or adjustment between two or more persons which may be express or implied or partly express or partly implied. It is settled law that to constitute a conspiracy, meeting of minds of two or more persons for doing an illegal act or an act by illegal means is the first and primary condition and it is not necessary that all the conspirators must know each and every detail of conspiracy. Further it is also not necessary that all the conspirators should participate from the inception to end of the conspiracy. The Hon'ble Supreme Court in State of Tamil Nadu vs Nalini & others, AIR 1999 SC2640 has held that some conspirators may join the conspiracy after the time when such intention was first entertained by any one of them and some others may quit from the conspiracy and all of them cannot but be treated as conspirators. Conspirators may appear and disappear from stage to stage in course of conspiracy and where in pursuance of the agreement the conspirators commit offences individually

or adopt illegal means to do a legal act which has a nexus to the object of conspiracy, all of them will be liable for such offence even if some of them have not actively participated in the commission of those offences.

94. The essentials of a single conspiracy require that there must be a common design and a common intention of all to work in furtherance of the common design. There may be unity of object or purpose still there may be plurality of means, sometimes even unknown to one another amongst the conspirators. It is also not necessary for each conspirator to either know all the details of the scheme or participate at every stage of the conspired act. Further, even if the acts done by a conspirator in furtherance of the criminal conspiracy do not strictly amount to an offence he is liable to be convicted under Section 120-B when agreement between the accused is to do something which is illegal. It is also a matter of common experience that a conspiracy is always hatched in secrecy and that direct evidence to prove conspiracy is rarely available and the offence can only be proved largely from inferences drawn from acts or illegal omissions committed by the conspirators in pursuance of a common design.

95. In the light of afore-discussed principles of law governing offence of criminal conspiracy and the evidence on record, there is not an iota of evidence regarding any involvement of the accused in the alleged criminal conspiracy. Neither the approvers nor any other witness has deposed that accused R.L.Rajak had conspired with DOW Agro Science India Ltd. & accused Satyabroto Banerjee and others, for expediting the registration of three products, namely, Nurella D, Pride and Dursban 10 G of M/s. DOW

Agro Science India Ltd. before the crop season for marketing purpose and funds were accumulated through two companies i.e. M/s. Agro Pack and M/s Crop Health Products Ltd. in the books of account of said company/firms by loading bogus incidental charges in their bills raised on DOW Agro Science and also by raising false invoices on DOW Agro Science for capital goods by mutual agreement with M/s. DOW Agro Science or these funds so dishonestly accumulated were paid to accused-R.L. Rajak as illegal gratification by DOW and Satyabroto Banerjee. At the cost of repetition, PW2 Dr. R.L. Ramakrishnan has simply stated that Mr. Banerjee in a meeting had told that some amount was required to be paid to Dr. R.L. Rajak and further suggested that M/s. Agro Pack would be helpful in generating the funds, but Dr. R.L. Ramakrishnan has nowhere deposed that accused R.L. Rajak had ever met him along with Mr. Banerjee or any other person in order to infer that there was some meeting of minds of two or more persons for doing any illegal act or an act by illegal means which is primary condition for the offence of criminal conspiracy. Likewise, from the testimony of PW48 Dr. Ajit Kumar, PW49 Bipin M. Patel or any other prosecution witness, it can not be inferred that accused R.L. Rajak had ever conspired with other persons to do some illegal act or an act by illegal means.

96. It is cardinal principle of criminal jurisprudence that prosecution is bound to prove guilt of an accused beyond shadow of reasonable doubt. Suspicion, howsoever grave, alone cannot be held to be a ground to make out complicity of an accused for the alleged offences. In the light of afore-discussed statutory provisions as well as legal principles and the evidence

coming on record in this case, this court is of the considered opinion that culpability of accused R.L.Rajak for the charged offences cannot be held to be proved beyond reasonable doubt and thus the accused is entitled to benefit of doubt and accordingly all the points of determination are decided against the prosecution.

97. In the light of foregoing discussion, it is held that prosecution/CBI has not been able to establish beyond reasonable doubt guilt of accused R.L Rajak for commission of offence punishable under Sections 120-B r/w Sections 11,12,13 (1)(d) r/w section 13(2) of the PC Act and also for the offences under Sections 7, 11, 13(2) r/w 13(1)(d) of the PC Act and accordingly accused R.L Rajak is liable to be acquitted of the charges framed against him by giving him the benefit of doubt and hence accused R.L.Rajak is acquitted of all the charges framed against him. The bail bonds and surety bonds stand discharged. Case property be dealt with as per the rules after expiry of the period of filing of appeal or revision against this judgment or the result thereof, whatever the case may be. File be consigned to record room after due compliance.

Pronounced in open court.
Dated: 31.07.2017.

(Jagdeep Singh)
Special Judge (CBI),
Haryana at Panchkula.
UID No.: HR0125.

Note:-All the 82 pages of the judgment have been checked and signed by me.

(Jagdeep Singh)
Special Judge (CBI),
Haryana at Panchkula.
UID No.: HR0125

