



2026:CGHC:10080

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NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

Judgment reserved on: 09.12.2025

Judgment delivered on: 26.02.2026

CRA No. 600 of 2007

1 - Vijay Kumar Ojha, S/o Late Pandit Chhedi Lal Ojha, Aged about 67 years, Agent, Life Insurance Corporation of India, Branch Office No.1, R/o Jabdapara, New Sarkanda, Bilaspur, Distt.-Bilaspur, C.G.

---Appellant

Versus

1 - Union of India, through Superintendent of Police, C.B.I. Raipur (C.G.).

--- Respondent(s)

With

CRA No. 631 of 2007

1 - Arun Vasant Bapat, S/o Vasant Vinayak Aged About 42 Years
Occupation - Tuition Resident of C-6, Parijat Colony Nehru Nagar,
Bilaspur (C.G.)

2 - Manne Singh Thakur S/o Lalan Singh Thakur Aged About 33 Years
Occupation - Domestic Servant

3 - Jamuna Bai W/o Shri Manne Singh Thakur Aged About 32 Years
Occupation - Domestic Servant

Both are R/o Surya Nagar, Gogaon Tah. And Distt. Raipur (C.G.)

---Appellants

Versus

1 - Union of India Through C.B.I. Anti Corruption BR. Jabalpur, M.P.

--- Respondent(s)

For Appellants	:	Mr. Awadh Tripathi and Ms. Sareena Khan, Advocates
For Respondent(s)	:	Mr. B. Gopa Kumar, Advocate

Hon'ble Smt. Justice Rajani Dubey

CAV Judgment

1. Since both the appeals arise out of same impugned judgment, therefore they are heard together and are being disposed of by this common judgment.
2. The present appeal, preferred under Section 374(2) of the Code of Criminal Procedure, 1973, is directed against the judgment of conviction and order of sentence dated 30.06.2007 passed by the learned Special Judge (Central Bureau of Investigation), Raipur, Chhattisgarh, in Special Criminal Case No. 22/2004. By the said judgment, all the accused were sentenced to undergo rigorous

imprisonment for a period of two years each and to pay a fine of Rs. 300/- each for the offence punishable under Section 420 read with Section 120-B of the Indian Penal Code. In default of payment of fine, each accused shall undergo further rigorous imprisonment for a period of one month. The accused were further sentenced to undergo rigorous imprisonment for a period of two years each and to pay a fine of Rs.300/- each for the offence punishable under Section 468 read with Section 120-B of the Indian Penal Code. In default of payment of fine, each accused shall undergo further rigorous imprisonment for a period of one month. For the offence punishable under Section 477-A read with Section 120-B of the Indian Penal Code, the accused were sentenced to undergo rigorous imprisonment for a period of two years and six months each and to pay a fine of Rs.300/- each. In default of payment of fine, each accused shall undergo further rigorous imprisonment for a period of one month. For the offence punishable under Section 13(1)(d) read with Section 13(2) of the Prevention of Corruption Act, 1988, the accused were sentenced to undergo rigorous imprisonment for a period of two years each and to pay a fine of Rs.300/- each. In default of payment of fine, each accused shall undergo further rigorous imprisonment for a period of one month.

3. Briefly stated the prosecution case is that in the year 1994, the appellant, while working as an LIC Agent, in criminal conspiracy with co-accused Basant, an Assistant Officer of LIC, and other co-

accused, fraudulently showed closed LIC policies as renewed by forging entries in the ledger and fabricated documents relating to five LIC policies. It is alleged that forged signatures of the concerned policyholders were used with the intent to obtain loan sanction amounting to ₹1,46,850/-. Further, appellant Nos. 2 and 3 are alleged to have opened fictitious bank accounts to facilitate the commission of the offence and thereby cheat LIC. Although the loans were sanctioned by the Branch Manager, no loan amount was ever disbursed. Upon detection of the alleged irregularities, the matter was reported to the CBI, and after investigation, a charge-sheet was filed against the appellants, whereupon charges were framed, to which the appellants abjured their guilt and claimed to be tried.

4. To establish its case, the prosecution examined 17 witnesses. The statements of the accused/appellants were recorded under Section 313 of the Code of Criminal Procedure, wherein they denied all the incriminating circumstances appearing against them and claimed innocence as well as false implication. They did not adduce any evidence in their defence.
5. The learned trial Court, upon appreciating the oral and documentary evidence available on record convicted and sentenced the appellants as detailed in para 2 of this judgment. Hence, this appeal.
6. Learned counsel for the appellants submits that the learned Trial Court has gravely erred both in law and on facts in convicting and

sentencing the appellants, as the impugned judgment is wholly misconceived and unsustainable. The prosecution has failed to specify or prove which particular document was allegedly forged at the instance of any appellant, nor has it established the existence of any criminal conspiracy or meeting of minds so as to attract Sections 468 and 471 read with Section 120-B IPC. The conviction under Section 420 IPC is equally untenable, inasmuch as there is no finding as to whom the appellants allegedly cheated, nor any proof of dishonest inducement or delivery of property. Appellant- Arun Vasant Bapat being merely an Assistant Clerk, and appellants- Manne Singh Thakur and Jamuna Bai, being domestic servants, neither possessed the authority nor the capacity to cheat LIC, and have been wrongly made scapegoats to shield the real culprits. The prosecution evidence suffers from material contradictions, is tainted and unreliable, lacks independent corroboration, and no contemporaneous complaint was lodged with LIC by any witness, rendering the allegations an afterthought. There is no proof of mens rea or of any illegal gain obtained or even attempted by the appellants. The findings recorded by the learned Trial Court are thus based on conjectures and surmises, are against the weight of evidence on record, and consequently, the impugned judgment is perverse and liable to be set aside.

7. Learned counsel for the respondent submits that the learned Trial Court has rightly convicted the appellants after proper

appreciation of the evidence on record. The prosecution has proved the active involvement and common intention of the appellants in the commission of the offences, irrespective of their official status or designation. The impugned judgment is legal, reasoned, and calls for no interference.

8. Heard counsel for the parties and perused the material available on record.
9. Upon a careful perusal of the record of the learned Trial Court, it transpires that charges were duly framed against the accused persons for the offences punishable under Sections 420, 468, 471 and 477-A read with Section 120-B of the Indian Penal Code, 1860, and also for the offences punishable under Section 13(1)(d) read with Section 13(2) of the Prevention of Corruption Act, 1988.
10. M. Karketta (P.W.-2), who was then serving as the Senior Branch Manager of the LIC, deposed that accused Arun Vasant Bapat had been posted as an Assistant during the years 1994–1995. He stated that the duties assigned to the accused included processing loan surrenders and effecting transfers of insurance policies. The accused was further entrusted with the responsibility of making entries of premium deposits in the relevant ledger registers. He clarified that a separate ledger sheet was maintained for each individual policy premium and that such ledger sheets remained in the custody and maintenance of the accused Bapat.

He further deposed that the policy marked as Ex.P/2, bearing No. 380619091, had been issued from the Bilaspur

Branch in the name of Shri Karunakar Pandey, resident of Chatidih, Bilaspur, on 28.03.1989 for a sum assured of ₹1,00,000/-. He stated that Ex.P/3 was the application submitted by Karunakar Pandey for surrender of the said policy and Ex.P/4 was the surrender payment form relating thereto. According to him, Ex.P/5 was the payment voucher prepared for the surrender value of the said policy, reflecting payment of ₹10,956/- and dated 29.07.1994. Ex.P/6 was another payment voucher dated 02.08.1994 relating to the survival benefit (money-back) under the same policy. He further stated that Ex.P/8 was the surrender review slip/calculation sheet prepared by the accused Arun Bapat, on the basis of which the payment voucher (Ex.P/5) had been prepared. A cheque was issued pursuant to the said voucher and the same was received by Vijay Kumar Ojha. He also stated that the policy bond Ex.P/9, bearing No. 380614027, had been issued in the name of S.R. Agrawal on 28.12.1987 by the Bilaspur Branch and that the ledger sheet pertaining to the said policy was Ex.P/10. He further deposed that the application for surrender of policy (Ex.P/9) submitted by S.R. Agrawal was Ex.P/11. He stated that Ex.P/13 was the payment voucher relating to the said policy, showing payment of Rs.22,000/- through cheque No. 214475, which cheque was received by V.K. Ojha. He further stated that policy Ex.P/14, bearing No. 380614030, had been issued in the name of Dhanesh Prasad Agrawal on 28.12.1987 by the Bilaspur Branch and the ledger sheet relating thereto was Ex.P/15. The

surrender application submitted by the policyholder on 08.08.1994 was marked as Ex.P/16, the surrender payment form was Ex.P/17, and the payment voucher prepared on its basis was Ex.P/18, reflecting payment of ₹9,053/- through cheque No. 214476. He stated that the relevant entry in Ex.P/18 (portion A to A) and the portion B to B of Ex.P/8 bore the signature of accused Arun Bapat. He further deposed that the said cheque was dispatched to Dhanesh Prasad Agrawal by post vide Ex.P/19 dated 16.08.1994. He added that a further payment towards survival (money-back) benefit of Rs.11,000/- in respect of policy Ex.P/14 was made through payment voucher Ex.P/20, and the cheque issued in that regard was received by Vijay Kumar Ojha. He further stated that policy Ex.P/21 had been issued on 28.01.1989 for ₹1,00,000/-, the original policy document being Ex.P/21 and the ledger sheet relating thereto being Ex.P/22.

He deposed that the said policy had been procured through Vijay Kumar Ojha. The surrender application was Ex.P/23, the surrender payment form was Ex.P/24, and the surrender value amounting to Rs.12,286/- had been processed accordingly. He further stated that Ex.P/25 was the surrender value calculation sheet prepared by accused Arun Bapat. He further deposed that policy No. 380618033 dated 06.02.1989, issued in the name of Smt. Rukmani Singh Thakur for Rs.1,00,000/-, was marked as Ex.P/30. The ledger sheet relating to the said policy was Ex.P/31, and the policy had also been procured through Vijay Kumar Ojha.

The surrender application was Ex.P/32, and Ex.P/33 was the surrender value payment form indicating surrender value of Rs.23,460/-. Ex.P/34 was the surrender review slip/calculation sheet prepared by accused Arun Bapat, and Ex.P/35 was the carbon copy of the payment voucher prepared on the basis thereof, though the witness stated that he could not say who had prepared the same. According to Ex.P/35, payment of Rs.23,460/- was made through cheque No. 380. He further stated that Ex.P/37 was the DP print relating to policy No. 380614027 in the name of Salik Ram Agrawal, which indicated that no premium had been deposited since September 1988 and the policy had lapsed from that date. Similarly, Ex.P/38, the DP print relating to policy Ex.P/14, also showed non-deposit of premium since September 1988 and that the said policy had likewise lapsed from that period.

In para 8 he stated that, “उपरोक्त वर्णित पॉलिसियों में जो समर्पण मूल्य का भुगतान किया गया है उसकी जाँच अंजू पंडित की पालिसी के सरेंडर किये जाने के समय किया गया था तो यह पाया गया कि उपरोक्त पॉलिसियों की डी.पी. प्रिंट में प्रमियम जमा करने की पोजिशन दिखाई गई है तथा सम्बंधित लेज़र शीट में जो पोजिशन दिखाई गई है डी.पी. प्रिंट के आधार पर जानकारी हुई थी कि उपरोक्त पालिसी लेप्स हो चुकी थी तथा उनमें भुगतान नहीं किया जा सकता था। जिस पर हमने विजय कुमार ओझा को कांटेक्ट किया था कि उनके द्वारा जो चेक प्राप्त किये गए हैं वे उन्हें वापस करे। जिस पर उनके द्वारा इन पालिसियों के अतिरिक्त अन्य पॉलिसियों के प्राप्त किये गये चेक में से दो चेक वापस किये थे तथा दो चेक वापस नहीं किये थे उन वापस नहीं किये गए दो चेक का भुगतान रोकने के लिए हमने बैंक ऑफ़

बड़ौदा बिलासपुर शाखा को लिखा था। तथा उपरोक्त वर्णित पालिसियों से संबंधित चेक का भुगतान हो गया था ऐसी बैंक से जानकारी प्राप्त हुई थी। ”

In para 10, the witness stated that, without referring to the records, he was unable to say whether he had transferred accused Arun Vasant Bapat to the Transfer In & Out Department in September 1994. He admitted that the Transfer In & Out Department was responsible for maintaining records of all policies transferred from the Bilaspur Branch to the said department as well as policies received from outside branches, and that such work ordinarily fell within the duties of an Assistant. He further stated that he was unable to say whether the accused Arun Bapat had been working in the Transfer In & Out Department from September 1994 until his suspension in August 1995.

In para 11 he stated that, "सी. बी. आई. वालो ने अभियुक्त बापट के सम्बन्ध में कि वह कब से कब तक किस किस बिभाग में काम किया है इस बाबत मुझसे कागजात जप्त नहीं किया है शायद रायजादा से जप्त किया है। ”

In para 16, the witness stated that it was incorrect to suggest that the cases relating to Banwarilal Agarwal, Ramesh Shukla and Malik Ram Sahu had been handled by the accused Arun Bapat, and he further denied that the said cases had been placed before him by the accused.

In para 19, he admitted that he had undergone a departmental enquiry, though he later asserted that no such departmental enquiry had been conducted against him. He further stated that an RDA had been initiated against him and that

departmental enquiries were pending against Raijada, Bapat, Basin and Nitinlal.

In para 20, he admitted that the nine policies were found to be correct and, accordingly, after signing, the cheque had been sent to the bank for payment. He denied the suggestion that he, in collusion with the CBI, had altered the policies or introduced new policies. He also denied the allegation that a false case had been fabricated against accused Arun Bapat.

In para 23, he stated that, "पहले लोन सरेण्डर के लिये एप्लीकेशन आता है फिर असिस्टेंट प्रीमियम के साथ कैलकुलेशन करता है फिर हायर सुपरवायजर के पास चैकिंग के लिये जाता है अगर कैलकुलेशन सही मिला तो पेमेन्ट वाउचर बनाया जाता है सब फारमल्टी पूरी होने के बाद सक्षम अधिकारी के पास, पास होने के लिये आता है फिर चैक बनने लेखा विभाग में जाता है। फिर चैक बनने के बाद चैक पर दो काउण्टर साइन होता है और उसके बाद उसे डिस्पैच सेक्शन भेजा जाता है जहां से डिस्पैच होता है। संबंधित लिपिक ने जो लेजर में एन्ट्री थी उसी के आधार पर अपनी प्रक्रिया किया था। लेजर में एन्ट्री गलत कराई गई थी, थी नहीं। यह सही है कि एन्ट्री कम्प्यूटर में रहती है। यह सही है कि भुगतान के पूर्व पार्टी को पोजीशन के लिये कम्प्यूटर में प्रीमियम चैक किया जाता है परन्तु इस प्रकरण में नहीं किया गया था इस प्रकरण में सब कुछ ठीक दिखा था।"

In para 28, he stated that, "यह सही है कि जब कोई पालिसी सरेण्डर किया जाता है तो सक्षम अधिकारी का यह डियूटी होता है कि वह सारी बातों को चेक करे और सन्तुष्ट होने के बाद ही सरेण्डर वैल्यू को रिफण्ड करने के लिये सेंक्शन करे। यह सही है कि सब चीज इसलिये चेक करना होता है क्योंकि यदि गलत पेमेंट हो जावेगा तो उसके ऊपर जिम्मेदारी आएगी।"

In para 29, he stated that, “मेरे द्वारा सरेण्डर वैल्यू स्वीकृत नहीं किया गया था बिना रिकार्ड देखे नहीं बता सकता कि किसने स्वीकृत किया था।”

In para 31, he stated that, “मेरे ऊपर यह आरोप था कि भुगतान करने के पूर्व सभी विवरणों की जांच कर पेमेन्ट क्यों नहीं किया गया। यह सही है कि चैकिंग को अंतिम अथॉरिटी में ही था परन्तु नियमानुसार असिस्टेन्ट से प्रक्रिया प्रारंभ होती है। यह सही है कि प्रीमियम का पैसा एजेण्ट या पार्टी कोई भी जमा कर सकता है कम्पनी को केवल प्रीमियम से मतलब है। पार्टी ने एजेण्ट को पैसा दिया या नहीं या कब दिया हम नहीं बता सकते यह सब गुड फेथ में चलता है।”

11. Sudhir Laxman Kate (P.W.-3) stated that cheques marked as Ex.P/40 to Ex.P/44 had been drawn on the Bank of Baroda, Bilaspur Branch.

12. Smt. Uma Mishra (P.W.-4) deposed that she had been posted as an Assistant in LIC Branch No. 1, Bilaspur, and that her duty was to prepare cheques on the basis of duly sanctioned vouchers. She stated that after preparation, the cheques were forwarded to the Accounts Officer and the Branch Manager for their signatures and, upon their return after signing, she entered the particulars of the cheques in the cheque-handling register and thereafter sent them to the dispatch section.

In her cross-examination, she stated that her duty was confined only to preparation of cheques on the basis of sanctioned vouchers.

13. Bodhi Singh (P.W.-5) stated that he had purchased two LIC policies, each for a sum assured of Rs.1,00,000/-, through agent

Vijay Kumar Ojha. He deposed that he paid the premiums for both policies for about three years, after which the policies lapsed as he was unable to continue payment of the premiums. He further stated that he approached his agent Vijay Kumar Ojha for revival of the policies, whereupon the agent informed him that if he required money, some amount could be arranged and a certain deduction would be made from the policy amount. He stated that thereafter Vijay Kumar Ojha brought him a sum of Rs.14,000/-.

In cross-examination, he stated that the amount of Rs.14,000/- received by him was in respect of the policy which had lapsed.

14. Anand Swaroop Gupta (P.W.-6), a handwriting expert, stated that he had examined the questioned documents and submitted his report, which was marked as Ex.P/92. In his cross-examination, he admitted that the specimen/admitted handwriting documents, on the basis of which he had expressed his opinion, had also been supplied to him by the CBI.

15. Mukesh Vishwakarma (P.W.-7) deposed regarding the procedure followed for preparation of vouchers relating to surrendered policies and stated that such vouchers had been prepared by the accused Arun Vasant Bapat.

In para 7 of his cross-examination, he stated that, " प्र. पी. 95 शालिक राम अग्रवाल और प्र. पी. 96 धनेश प्रसाद अग्रवाल से सम्बंधित है। और दोनों के साथ दोनों खाताधारकों को ओरिजिनल पालिसी थी जिसे मैंने देखा था। प्र.

पी.95 एवं प्र. पी. 96 में बी से बी भाग पर ए. ओ. श्री एन के रायजादा के हस्ताक्षर है। यह सही है कि स्लिप बनने के बाद पहले दस्तखत के लिए ए.ओ. के पास जाता है और उसके दस्तखत के बाद फिर मेरे पास आता है और उसके बाद मेरे द्वारा पेमेंट वाउचर बनाया जाता है।

In para 8, he stated that, " वाउचर बनने के बाद ब्रांच मैनेजर के पास जाता है उस समय करकटा ब्रांच मैनेजर का प्र.पी.95 एवं प्र. पी. 96 में सी से सी भाग पर करकेटा कलधु हस्ताक्षर है। यह सही है कि ब्रांच मैनेजर की भी जिम्मेदारी है कि वह डाकेट में जो दस्तावेज है उनकी जाँच करे और रिव्यु स्लिप को भी देखे। और जब वह देखने के बाद सही पाता है तभी ब्रांच मैनेजर दस्तखत करता है। ए.ओ. की पूरी जिम्मेदारी है कि वह दस्तावेजों को देखे और जाँच करने के बाद में हस्ताखर करे। यह सही है कि एस. बी. क्लेम केस के साथ नियमानुसार डी. पी. प्रिंट की कॉपी आनी चाहिए परन्तु इस प्रकरण में डी. पी. प्रिंट की कॉपी नहीं आया था। मैंने डी. पी. प्रिंट के सम्बन्ध में केशियर से चर्चा किया और फिर उन्होंने कहा कि लेजर प्रिंट सही है और डी. पी. प्रिंट नहीं है तो भी पास कर दो मैंने पास कर दिया था। उस समय बहुत भीड़ भाड़ थी बाकी दस्तावेज सही पाया था इसलिए मैंने डी. पी. प्रिंट नहीं देखा था।

16. Babulal Bande (P.W.-8) stated the procedure relating to preparation of vouchers and disbursement of payments, and deposed that he had recorded the statement of accused Arun Vasant Bapat and prepared his report, which was marked as Ex.P/98A.

In his cross-examination, he stated that he had not specified in his report the periods during which the accused Bapat had worked or the particular sections in which he had been posted. He further stated that he had not received any duty lists indicating the periods and sections in which the accused had worked during the

years 1993–1994. He also stated that, as they were not accustomed to speaking in English and the conversation had taken place in Hindi, he did not ask the accused to give his statement in English. He stated that he first recorded the statement of the accused in Hindi and thereafter translated it into English.

Further in para 31, he stated that, "यह बात सही है कि नियमानुसार ऋण आवेदन अथवा अन्य आवेदन शाखा प्रबंधक या सुपरवाइजर के माध्यम से ही सम्बंधित लिपिक के पास कार्यवाही हेतु आना चाहिये । लेकिन मैंने अपनी जांच में यह पाया था कि उक्त निर्देशों का बिलासपुर शाखा में पालन नहीं हो रहा था। और आवेदन पत्र ऋण के संबंध में सीधे सम्बंधित लिपिक के पास ही आ रहे थे। और सम्बंधित, लिपिक द्वारा सीधी कार्यवाही की गई थी। यह बात सही है कि चूंकि लोन के संबंध में नियमों का पालन जो उपर बताये गये हैं नहीं किया जा रहा था और इसी कारण जगदीश प्रसाद तिवारी एवं कु. अंजू पंडित की पालिसी पर भी अभि. बापट द्वारा बिना किसी उच्च व अथवा सक्षम अधिकारी के आदेश के सीधी कार्यवाही की गई थी। मैंने पालिसी क्र. 503 जो कि अंजू पंडित के सम्बन्ध में है अलग से यह नहीं लिखा है कि बापट ने वरिष्ठ अधिकारी के आदेश के बिना सीधी कार्यवाही कर लिया है ।"

In para 32, he stated that, "यह बात सही है कि मैंने प्र. क्र. 64/96 में अपने बयान में पालिसी क्र. 380503062 जो कु. विभा जगम से सम्बंधित पालिसी है यह नहीं लिखा कि मैंने अभियुक्त बापट से इस प्रकरण के बारे में पूछा था तो उसने कथन किया था कि यह दस्तावेज उसी ने तैयार किये हैं। मेरा दो बार बयान हुआ था एक बार चौहान ने लिया था और एक बार राजीव कुमार ने बयान लिया था। यह बात सही है कि मैंने पुलिस बयान में पूरा प्रोसीजर के बारे में बयान दिया है क्योंकि मुझसे प्रोसीजर के बारे में पूछा गया था। "

17. Salikram Agrawal (P.W.-11) stated that he had purchased an LIC policy through agent Vijay Kumar Ojha, the policy being marked as Ex.P/9A. He deposed that as he had not deposited the premiums, the policy had lapsed. He stated that he had not submitted any application for surrender of the policy and that the signature appearing on the surrender form (Ex.P/11) was not his. He further stated that the payment voucher (Ex.P/109) also did not bear his signature and that he had never opened any account in Canara Bank, Bilaspur.
18. Dhanesh Prasad Agrawal (P.W.-12) stated that he had purchased an insurance policy in the name of his son through agent Vijay Kumar Ojha, the policy being marked as Ex.P/14, and that the annual premium of the said policy was Rs.1,812/-. He stated that he paid the premium for only three years and thereafter, due to financial constraints, he stopped making payments. He further stated that he had never submitted any application for surrender of the policy, had not received any amount under the said policy, and had never opened any account in Canara Bank, Bilaspur.
19. Dr. K.K. Dev (P.W.-15), Assistant General Manager, Canara Bank, stated that Ex.P/55 was the application form for opening a savings bank account in the name of Salikram Agrawal and Ex.P/63 was the application form for opening a savings account in the name of Dhanesh Prasad Agrawal, and that both the account holders had been introduced/identified by Vijay Kumar Ojha. He

further stated that the ledger sheets marked as Ex.P/117 and Ex.P/118 had been seized from him by the CBI.

In his cross-examination, he admitted that the signatures on the said documents had not been made in his presence.

20. Ramchandra Mishra (P.W.-16), Assistant Manager, Urban Cooperative Bank, stated that a savings bank account had been opened in the name of Bodhi Singh Thakur on 15.05.1996 and that the account opening form was marked as Ex.P/70. He deposed that Bodhi Singh Thakur had been introduced/identified by Vijay Kumar Ojha, who was an existing account holder of the bank. He further stated that the account opening form of Rukmini Singh Thakur, marked as Ex.P/79, related to the wife of Bodhi Singh Thakur, and that she had also been identified by Vijay Kumar Ojha.

In para 12 of his cross-examination, he stated that, "यह कहना सही है कि नागरिक कोआपरेटिव कार्बर्शिल बैंक में वर्ष 1990 में चुनाव हुए थे। यह कहना सही है कि वर्ष 1990 में हुए चुनाव में अभियुक्त बिजय कुमार ओझा डायरेक्टर पद के उम्मीदवार थे। यह कहना गलत है कि बिजय कुमार ओझा चुनाव लड़ते समय मेरी अनिमितताओं को लेकर मुद्दा बनाकर चुनाव लड़े थे जिसके कारण उनसे मेरा विवाद हो गया था। साक्षी स्वतः कहता है कि उक्त चुनाव निरस्त हो गया था। जिस समय कि यह घटना है, उस समय ब्रांच मैनेजर के पद पर बट्टीप्रसाद शर्मा थे।"

In para 13, he stated that, "बैंक में खाता खोलने एवं पैसा निकालने के संबंध में वेरिफिकेशन ब्रांच मैनेजर करता है, उनकी अनुपस्थिति से उक्त कार्य मेरे द्वारा किया जाता है। यह कहना सही है कि प्रदर्श पी -70 का परिचय देने वाले का नाम एवं हस्ताक्षर दोनो कक्ष प्रभारी के समक्ष निष्पादित किये गये थे। पैसा निकालने बाबत

प्रदर्श पी-74, पी-75, पी-76 एवं पी-77 में किये गये हस्ताक्षर का बेरीफिकेशन नमूना हस्ताक्षर कार्ड से कक्ष प्रभारी सुश्री मीना रजक के द्वारा किये गये थे। उक्त बेरीफिकेशन मेरे द्वारा नहीं किया गया था। प्रदर्श पी-78 की लिखाबट और ज्ञापन का निष्पादन कक्ष प्रभारी सुश्री मीनारजक के समक्ष किया गया था। मेरे समक्ष नहीं हुआ था। प्रदर्श पी-78 का आवेदन मेरे समक्ष कक्ष प्रभारी ने प्रस्तुत किया था, इसलिए खाता बंद करने की स्वीकृति में हस्ताक्षर मेरे द्वारा किया गया है।”

21. In ***Indrajeet Singh Solanki and other connected matters*** decided in **Criminal Appeal No. 712/2007**, this Court, vide judgment dated 12.12.2025, held in paras 34, 35 and 37 as under:-

34. In the matter of **Sheila Sebastian** (supra), the Hon'ble Apex Court has, in paras 26 to 30 of the judgment, held as under:-

“26. The definition of "false document" is a part of the definition of "forgery". Both must be read together. "Forgery" and "fraud" are essentially matters of evidence which could be proved as a fact by direct evidence or by inferences drawn from proved facts. In the case in hand, there is no finding recorded by the trial court that the respondents have made any false document or part of the document/record to execute mortgage deed under the guise of that "false document". Hence, neither Respondent 1 nor Respondent 2 can be held as makers of the

forged documents. It is the imposter who can be said to have made the false document by committing forgery. In such an event the trial court as well as the appellate court misguided themselves by convicting the accused. Therefore, the High Court has rightly acquitted the accused based on the settled legal position and we find no reason to interfere with the same.

27. A reasonable doubt has already been thoroughly explained in *Latesh v. State of Maharashtra* wherein "reasonable doubt" has been enunciated by this Court as (at SCC p. 83, para 46) "a mean between excessive caution and excessive indifference to a doubt, further it has been elaborated that reasonable doubt must be a practical one and not an abstract theoretical hypothesis".

28. In this case at hand, the imposter has not been found or investigated into by the officer concerned. Nothing has been spilled on the relationship between the imposter and Respondent 1. Law is well settled with regard to the fact that however strong the suspicion may be, it cannot take the place of proof. Strong

suspicion, coincidence, grave doubt cannot take the place of proof. Always a duty is cast upon the courts to ensure that suspicion does not take place of the legal proof. In this case, the trial court as well as the appellate court got carried away by the fact that accused is the beneficiary or the executant of the mortgage deed, where the prosecution miserably failed to prove the first transaction i.e. PoA as a fraudulent and forged transaction. The standard of proof in a criminal trial is proof beyond reasonable doubt because the right to personal liberty of a citizen can never be taken away by the standard of preponderance of probability.

29. This case on hand is a classic example of poor prosecution and shabby investigation which resulted in the acquittal of the accused. The investigating officer is expected to be diligent while discharging his duties. He has to be fair, transparent and his only endeavour should be to find out the truth. The investigating officer has not even taken bare minimum care to find out the whereabouts of the imposter who executed the PoA. The evidence on record clearly reveals that PoA was not executed by the complainant and the beneficiary is the

accused, still the accused could not be convicted. The laches in the lopsided investigation goes to the root of the matter and fatal to the case of prosecution. If this is the coordination between the prosecution and the investigating agency, every criminal case tend to end up in acquittal. In the process, the common man will lose confidence on the criminal justice delivery system, which is not a good symptom. It is the duty of the investigating officer, prosecution as well as the courts to ensure that full and material facts and evidence are brought on record, so that there is no scope for miscarriage of justice.

30. Although we acknowledge the appellant's plight who has suffered due to alleged acts of forgery, but we are not able to appreciate the appellant's contentions as a penal statute cannot be expanded by using implications. Section 464 IPC makes it clear that only the one who makes a false document can be held liable under the aforesaid provision. It must be borne in mind that where there exists no ambiguity, there lies no scope for interpretation. The contentions of the appellant are contrary to the provision and contrary to the settled law.

The prosecution could not succeed to prove the offence of forgery by adducing cogent and reliable evidence. Apart from that, it is not as though the appellant is remediless. She has a common law remedy of instituting a suit challenging the validity and binding nature of the mortgage deed and it is brought to our notice that already the competent civil court has cancelled the mortgage deed and the appellant got back the property.”

22. Further in **Jupally Lakshmikantha Reddy** (supra), Hon’ble Supreme Court held in paras 18 to 20 as under:-

“18. We are unable to accept her submission on this score too. There is nothing on record to show the appellant had manufactured the alleged fake document which is a sine qua non to attract Section 465 IPC [punishment for forgery]. In fact, the original fabricated document had not been recovered.

19. In *Sheila Sebastian v. R. Jawaharaj* [(2018) 7 SCC 581, para 25], this Court held to attract Section 464 IPC [Making a false document], the prosecution must establish that the accused had made the fake document. No material connecting the appellant to the making of the fake document

has been adduced in the impugned charge sheet.

20. Similarly, offences under Section 468 IPC [forgery for purpose of cheating] and Section 471 IPC are not attracted, as the requisite mens rea, i.e., dishonest intention to cause wrongful loss to the Education Department and wrongful gain to himself has not been demonstrated as the issuance of the recognition was not dependent on the production of the alleged forged NOC.”

23. Further in the matter of **Vishal Noble Singh** (supra), the Hon'ble Supreme Court held in paras 17 to 21 and 24 as under:-

17. On a reading of the FIR as well as the charge-sheet, we do not find that the offences aforestated is made out at all. We do not find any criminal breach of trust nor any cheating by impersonation. There is also no cheating and dishonestly inducing delivery of property, nor has any documents referred to any forgery or security or any forgery for the purpose of cheating. There is no reference to any document which has been forged so as to be used as a genuine document and much less is as there any criminal conspiracy which

can be imputed to the appellants herein in the absence of any offence being made out vis-a-vis the aforesaid Sections.

18. In this regard, our attention was drawn to paras 42-44 and 46 of Inder Mohan Goswami v. State of Uttaranchal, (2007) 12 SCC 1, dealing with Sections 420 and 467 IPC, which are extracted hereunder with regard to Section 420 IPC, it was observed thus:

"42. On a reading of the aforesaid section, it is manifest that in the definition there are two separate classes of acts which the person deceived may be induced to do. In the first class of acts he may be induced fraudulently or dishonestly to deliver property to any person. The second class of acts is the doing or omitting to do anything which the person deceived would not do or omit to do if he were not so deceived. In the first class of cases, the inducing must be fraudulent or dishonest. In the second class of acts, the inducing must be intentional but need not be fraudulent or dishonest. Therefore, it is the intention which is the gist of the offence. To hold a person guilty of cheating it is

necessary to show that he had a fraudulent or dishonest intention at the time of making the promise. From his mere failure to subsequently keep a promise, one cannot presume that he all along had a culpable intention to break the promise from the beginning.

43. We shall now deal with the ingredients of Section 467 IPC.

44. The following ingredients are essential for commission of the offence under Section 467 1PC:

1. the document in question so forged;
2. the accused who forged it;
3. the document is one of the kinds enumerated in the aforementioned section.

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46. The court must ensure that criminal prosecution is not used as an instrument of harassment or for seeking private vendetta or with an ulterior motive to pressurise the accused. On analysis of the aforementioned cases, we are of the opinion that it is neither possible nor desirable to lay down an inflexible rule that would govern the exercise of inherent jurisdiction. Inherent jurisdiction of the High Courts under Section 482 CrPC though wide has to be exercised sparingly, carefully and with caution and only when it is

Justified by the tests specifically laid down in the statute itself and in the aforementioned cases. In view of the settled legal position, the Impugned judgment cannot be sustained.

(emphasis by us)

19. On a careful consideration of the aforementioned judicial dicta, we find that none of the offences alleged against the Accused-Appellants herein is made out. In fact, we find that the allegations of criminal intent and other allegations against the Accused-Appellants herein have been made with a malafide intent and therefore, the Judgment of this Court in the case of Bhajan Lal and particularly sub-paragraphs 1, 3, 5 and 7 of paragraph 102, extracted above, squarely apply to the facts of these cases. It is neither expedient nor in the interest of justice to permit the present prosecution to continue.

20. This Court, in *Madhavrao Jiwajirao Scindia v. Sambhajirao Chandrojirao Angre*, (1988) 1 SCC 692, reasoned that the criminal process cannot be utilized for any oblique

purpose and held that while Entertaining an application for quashing an FIR at the initial stage, the test to be applied is whether the uncontroverted allegations prima facie establish the offence. This Court also concluded that the court should quash those criminal cases where the chances of an ultimate conviction are bleak and no useful purpose is likely to be served by continuation of a criminal prosecution. The aforesaid observations squarely apply to this case.

21. We find that in recent years the machinery of criminal justice is being misused by certain persons for their vested interests and for achieving their oblique motives and agenda. Courts have therefore to be vigilant against such tendencies and ensure that acts of omission and commission having an adverse impact on the fabric of our society must be nipped in the bud.

24. We also find that the reliance by the High Court upon the judgment of this Court in Neeharika Infrastructure is not apposite. The facts in the aforementioned case and the

present case are quite different. The aforementioned case concerned a special leave petition filed by a complainant aggrieved by an interim order of the Bombay High Court that granted protection to the applicant therein from 'coercive steps'. The grievance of the complainant in that case was that one-and-half-years after securing protection from arrest from the Sessions Court, the accused had filed a Writ Petition before the Bombay High Court to quash the FIR. Accordingly, this Court had quashed the interim order of 'no coercive steps' and cautioned against the practice of directing 'no coercive steps' while dismissing applications under Section 482 of CrPC. This Court had also clarified that it was not expressing any view on merits of the application for quashing of the FIR in the said case. Therefore, the High Court ought not to have relied upon the said judgment to deny the relief to the present Accused-Appellants."

24. Upon a close and careful scrutiny of the testimonies of all the prosecution witnesses, it becomes evident that no direct documentary evidence has been produced by the prosecution

specifically against the accused/appellants, namely Arun Vasant Bapat, Manne Singh Thakur and Jamuna Bai. However, on the basis of the statements of the bank officials and the documents marked as Ex. P/5, Ex. P/63, Ex. P/70 and Ex. P/79, which were duly identified by witness Vijay Kumar Ojha, it has come on record that the alleged account holders, Salikram Agrawal (P.W.-11) and Dhanesh Prasad Agrawal (P.W.-12) have categorically deposed before the Court that they never submitted any application for opening an account in Canara Bank, Bilaspur.

25. The prosecution evidence further reveals that the procedure in the LIC office involved several stages of scrutiny and verification and incorporated multiple safeguards before any policy transaction could be completed. Despite the existence of such internal checks, the prosecution has merely presumed that vouchers were prepared in the names of lapsed or dead policies and, on that basis, implicated the present appellants.

26. A careful reading of the testimonies of the prosecution witnesses does not disclose as to how the appellants namely Arun Vasant Bapat, Manne Singh Thakur and Jamuna Bai entered into any criminal conspiracy or participated in the preparation of any forged policy documents. Even the LIC officials admitted the presence of various internal checks, yet no specific, reliable, or admissible evidence has been brought on record to establish that the appellants either bypassed those checks or played any active

role in the alleged forgery. In the absence of clear and cogent proof of conspiracy, dishonest intention, or wrongful gain on the part of Arun Vasant Bapat, Manne Singh Thakur and Jamuna Bai, the prosecution has failed to establish the charges against them beyond reasonable doubt.

27. It is pertinent to note that the Hon'ble High Court of Madhya Pradesh, vide order dated 22.03.2001 passed in CRR No. 550/1997, discharged the appellant Vijay Kumar Ojha from the offence under Section 5(1)(d) read with Section 5(2) of the Prevention of Corruption Act on the ground that he was not a public servant. However, the learned trial Court failed to consider the said order while framing charges on 24.01.2007 and again framed charges under Section 13(1)(d) read with Section 13(2) of the Prevention of Corruption Act, which corresponds to the old provision, despite the earlier discharge.

28. **Section 463 of the Indian Penal Code** defines forgery as under:

“Whoever makes any false document or false electronic record or part of a document or electronic record, with intent to cause damage or injury to the public or to any person, or to support any claim or title, or to cause any person to part with property, or to enter into any express or implied contract, or with intent to commit fraud or that fraud may be committed,

commits forgery.”

29. **Section 465 of the Indian Penal Code** provides punishment for forgery and reads as under:

“Whoever commits forgery shall be punished with imprisonment of either description for a term which may extend to two years, or with fine, or with both.”

30. From the evidence on record, it is established that Vijay Kumar Ojha was functioning only as an insurance agent. The material on record indicates that he identified certain persons incorrectly; however, there is no sufficient evidence to sustain his conviction under Sections 420, 468, 471, 477A read with Section 120-B of IPC or under the provisions of the Prevention of Corruption Act. His act, at best, attracts the ingredients of making or facilitating a false document, thereby constituting an offence punishable under Section 465 of IPC.

31. Consequently, **Criminal Appeal No. 631/2007** filed by Arun Vasant Bapat, Manne Singh Thakur and Jamuna Bai is **allowed**. They are acquitted of all the charges levelled against them.

32. The **Criminal Appeal No. 600/2007** is **partly allowed**. The conviction of the appellant, Vijay Kumar Ojha for the offences punishable under Sections 420, 468, 471 and 477A read with Section 120-B of the Indian Penal Code and under Section 13(1) (d) read with Section 13(2) of the Prevention of Corruption Act, 1988 is hereby set aside and he is acquitted of the said charges.

However, the appellant- Vijay Kumar Ojha is held guilty and stands convicted for the offence punishable under Section 465 of the Indian Penal Code.

33. As regards the sentence to be awarded to the appellant- Vijay Kumar Ojha for the offence punishable under Section 465 of the Indian Penal Code, it is evident from the record that at the time of the impugned judgment he was about 56 years of age and he is presently more than 70 years old. It has further come on record that the entire amount relating to LIC has already been deposited/returned by him. The offence under Section 465 of the Indian Penal Code is punishable with imprisonment of either description for a term which may extend to two years, or with fine, or with both. Having regard to the advanced age of the appellant, the long lapse of time since the incident and the overall facts and circumstances of the case, this Court considers it just and proper to sentence the appellant Vijay Kumar Ojha to payment of a fine of Rs.10,000/- in lieu of a custodial sentence. In default of payment of the said fine, the appellant shall undergo rigorous imprisonment for a period of six months. Any amount of fine, if already deposited by the appellant, shall be adjusted towards the aforesaid fine amount.

34. Appellants- Arun Vasant Bapat, Manne Singh Thakur and Jamuna Bai are reported to be on bail and, therefore keeping in view the provisions of Section 437-A of Cr.P.C. (481 of the

B.N.S.S.), appellants are directed to forthwith furnish a personal bond in terms of Form No. 45 prescribed in the Code of Criminal Procedure of sum of Rs.25,000/- each with one surety in the like amount before the Court concerned which shall be effective for a period of six months along with an undertaking that in the event of filing of Special Leave Petition against the instant judgment or for grant of leave, the aforesaid appellants on receipt of notice thereof shall appear before the Hon'ble Supreme Court.

35. Let a certified copy of this judgment along with the original record be transmitted to the trial Court concerned for information and necessary action if, any.

Sd/-
(Rajani Dubey)
JUDGE