IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 07.08.2026

Pronounced on : 19.08.2026

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

Crl.A.Nos.793, 796 & 811 of 2017

Crl.A.No.793 of 2017

M.K.Natarajan ... Appellant

Vs.

State by Inspector of Police,
SPE/CBI/ACB/Chennai,
(RC MA1 2011 A 2025)
Chennai ... Respondent

Prayer: Criminal Appeal filed under Section 374 of Cr.P.C. praying to set aside the judgment of the learned II Additional District & Sessions Judge, CBI Cases, Coimbatore made in CC.No.1 of 2012 dated 08.12.2017 and acquit the appellant/accused-2 from the charges.

For Appellant : Mr.K.Venkataramani,
Senior Counsel
for Mr.T.R.Ravi

For Respondent : Mr.N.Baaskaran,
Special Public Prosecutor
(CBI Cases)

Crl.A.No.796 of 2017

P.G.Anbanantham ... Appellant

Vs.

The State rep by
The Inspector of Police,
CBI/ACB,
Chennai
(crime No.SPE/CBI/ACB/Chennai
RC MA1 2011 A 2025) ... Respondent

Prayer: Criminal Appeal filed under Section 374 of Cr.P.C. r/w Section 27 of Prevention of Corruption Act, 1988 praying to call for the records and set aside the conviction judgment made against the appellant in Special CC.No.1 of 2012 dated 08.12.2017 passed by the II Additional District Court (CBI Cases), Coimbatore and set him at liberty.

For Appellant : Mr.G.Pugazhenthi

For Respondent : Mr.N.Baaskaran,
Special Public Prosecutor
(CBI Cases)

Crl.A.No.811 of 2017

D.Sukumar ... Appellant

Vs.

State Rep. by its
The Inspector of Police,
CBI/ACB/Chennai ... Respondent

Prayer: Criminal Appeal filed under Section 374(2) of Cr.P.C. praying to allow the criminal appeal and set aside the judgment and sentence made in CC.No.1 of 2012 on the file of the II Additional District Judge/ Special Judge, (CBI Cases), Coimbatore and acquit the appellant from all the charges

For Appellant : Mr.K.Venkataramani,
Senior Counsel
for Mr.T.R.Ravi

For Respondent : Mr.N.Baaskaran,
Special Public Prosecutor
(CBI Cases)

COMMON JUDGMENT

These Criminal Appeals are arising out of the judgment dated 08.12.2017 passed by the learned II Additional District Judge (CBI Cases), Coimbatore, in Special C.C.No.1 of 2012, whereby the appellants were convicted for the offences punishable under Section 120-B r/w. 409, 465, 467, 468, 471 and 477A of IPC and Section 13(2) r/w. Section 13(1) (c) & (d) of the Prevention of Corruption Act, 1988 (hereinafter referred to as ("PC Act").

2. The case of the prosecution is that, pursuant to a confidential report dated 11.05.2011, certain unauthorised debits were noticed in the bank account of Salem Steel Plant (hereinafter referred to as "SSP"). Based on the said report, an inspection was conducted, during which certain discrepancies involving a sum of approximately Rs.99,00,000/- were noticed. Accordingly, a note was submitted to the higher authorities reporting the unauthorised debits, pursuant to which a complaint was

lodged. According to the prosecution, the 1st Accused was working as Senior Manager (Finance and Accounts), the 2nd Accused was working as Accountant (Central Marketing Office) in the Steel Authority of India Limited, and the 3rd Accused was working as Project Manager, Polari Software, Navalur, Chennai. It is alleged that, through RTGS transactions, the 1st Accused transferred a sum of Rs.24,00,851/- from the account of SSP to his own account, a sum of Rs.40,20,960/- to the account of the 2nd Accused, and a sum of Rs.35,38,361/- to the account of the 3rd Accused, totalling Rs.99,60,172/-, during the first quarter of the financial year 2010-2011. Thereafter, an FIR was registered in RCMA.No.1/2011/A/2025. Upon completion of the investigation, the respondent filed the final report, and the same was taken cognizance of by the Trial Court in C.C.No.1 of 2012.

3. In order to establish the charges, the prosecution examined P.W.1 to P.W.30 and marked Ex.P1 to Ex.P.144. The prosecution also produced two material objects, namely, M.O.1 and M.O.2. On the side of the accused, no witness was examined and no document was marked in support of their defence. Upon careful appreciation of the oral and documentary evidence, the Trial Court found the accused guilty and convicted them as follows:-

Charge No.	Conviction	Sentence	Fine	Default sentence
1	120(B) r/w 409, 465, 467, 468, 471, 477A of IPC and Section 13(2) r/w 13(1)(c) & (d) of PC Act	3 years RI each (A1 to A3)	Rs.1,000/- each	1 month SI
2	409 - A1	3 years RI	Rs.1,000/-	1 month SI
3	467 - A1	3 years RI	Rs.1,000/-	1 month SI
4	468- A1	3 years RI	Rs.1,000/-	1 month SI
5	477A- A1	3 years RI	Rs.1,000/-	1 month SI
6	465- A1	1 year SI	No	No
7	471- A1	1 year SI	No	No
8	13(1)(c) & (d) of PC Act- A1	1 year SI	Rs.1,000/-	1 month SI

Aggrieved by the aforesaid conviction and sentence, all the three accused have preferred the present Criminal Appeals.

4. The learned counsel appearing for the 1st Accused submitted that the FIR was registered only after the 1st Accused had remitted the entire amount of Rs.99,60,772/- between 05.05.2011 and 07.05.2011. It is further submitted that the Internal Audit Department functioning at SSP, under the control of the Corporate Office, New Delhi, was conducting internal audits once every three months and submitting its reports directly to the Corporate Office. However, there was information that the Internal

Audit Department was not functioning effectively and had failed to detect discrepancies in the bank transactions. In order to assess the effectiveness and promptness of the Internal Audit Department, P.W.8 to P.W.10, pursuant to the instructions of P.W.4, instructed the 1st Accused to conduct a mock exercise by effecting 11 transactions through nine RTGS letters. Accordingly, the 1st Accused transferred a sum of Rs.99,60,672/- through the said RTGS letters. However, the Internal Audit Department failed to detect any of the said transactions. It is further submitted that the 1st Accused himself voluntarily furnished the details of all the 11 transactions to the other officials, based on which the complaint was lodged and the FIR was registered by the respondent. It is also submitted that the Internal Audit Reports for the period from April 2010 to March 2011 did not contain any adverse remarks with regard to the bank transactions or the Bank Reconciliation Statement (BRS) and the same is revealed from the evidence of P.W.4 to P.W.7, P.W.9 and P.W.10.

4.1. The learned counsel further submitted that the prosecution has failed to establish the chain of custody in respect of Ex.P106 to Ex.P114. The said documents were forwarded directly to the Central Forensic Science Laboratory for expert opinion without obtaining any permission from the Trial Court. The prosecution has also failed to establish the manner in which the RTGS letters marked as Ex.P106 to Ex.P114 were recovered or seized. There is no seizure mahazar, panchnama or any other documentary record to establish that the said documents were recovered from the bank of SSP. Further, the prosecution has failed to establish the source from which the said documents were obtained, and no witness has deposed in that regard.

4.2. He further submitted that P.W.19, in her evidence, categorically stated that she had furnished only photocopies of the authorisation letter and specimen signatures to the respondent, which were marked as Ex.P75 and P76. The specimen signatures of the 1st Accused, marked as S1 to S50 in Ex.P116, were allegedly obtained by the respondent during the course of interrogation without obtaining permission from the Court as required under Section 311A of Cr.P.C. The respondent also failed to obtain the signatures or admitted writings of P.W.8 and P.W.9 directly for the purpose of comparison. It is further submitted that the 1st Accused had repaid the entire amount even prior to the registration of the FIR and had voluntarily disclosed the details of the transactions. Such conduct, negates the existence of *mens rea*, particularly the dishonest intention required to constitute the offence punishable under Section 409 of IPC. It is further contended that the prosecution has failed to establish that the 1st Accused had forged the RTGS letters marked as Exs.P106 to P114.

5. The learned Senior Counsel appearing for Accused Nos.2 and 3 submitted that they had no connection whatsoever with the 1st Accused and that there is no evidence on record to establish that they had conspired with the 1st Accused or participated in the commission of the alleged offences. It is further submitted that Accused Nos.2 and 3 had absolutely no knowledge regarding the transactions effected by the 1st Accused or the purpose for which the amounts were transferred to their respective accounts. Further, the 1st Accused used to borrow loans from Accused Nos.2 and 3 and that, upon the amounts being transferred to their accounts, Accused Nos.2 and 3 returned the respective amounts after deducting the loan amounts and applicable interest. Accordingly, the said transactions were part of a mock exercise undertaken to ascertain the effectiveness of the Internal Audit Department in detecting irregularities, pursuant to the instructions of P.W.4. Therefore, the transactions were undertaken in good faith, and that none of the accused had any culpable state of mind or dishonest intention to cheat or cause wrongful loss to SSP. Hence, the learned Senior Counsel prayed for acquittal of Accused Nos.2 and 3.

6. In support of the contentions of the learned counsel for the appellants, they relied upon the following judgments:

(i) ***Sukh Ram Vs. State of Himachal Pradesh*** reported in ***2016 Supreme(SC) 584***

(ii) ***Karandeep Sharma alias Razia alias Raju Vs. State of Uttarakhand*** reported in ***2025 SCC Online SC 773***

(iii) ***N.Raghavender Vs. State of Andhra Pradesh, CBI*** reported in ***CDJ 2021 SC 1052***

7. Per contra, the learned Special Public Prosecutor (CBI Cases) appearing for the respondent submitted that Accused Nos.1 and 2 are public servants and, therefore, sanction was duly accorded for their prosecution, which were marked as Ex.P2 and P4. It is further submitted that Accused Nos.1 to 3 did not dispute their prior acquaintance with one another. In fact, the 3rd Accused is none other than the son of a friend of the 1st Accused. He further submitted that the 1st Accused had forged Ex.P8 to P11 by forging the signatures of P.W.8 and thereafter submitted the said RTGS letters. Likewise, in Ex.P12 to P15, the 1st Accused had forged the signature of P.W.9 in the RTGS letters. In Ex.P16, the 1st Accused had manipulated the document as if P.W.10 had included the name of the 2nd Accused as the 13th person.

7.1. He further submitted that the 1st Accused had forged and fabricated Ex.P.8 to Ex.P.16 and submitted the same to the bank, pursuant to which amounts were transferred from the account of SSP to the respective accounts of Accused Nos.1 to 3. A perusal of Ex.P26 and P28 and the expert reports marked as Ex.P103 to P118, according to the learned Special Public Prosecutor, clearly establishes the role played by the 1st Accused in forging and fabricating Ex.P8 to P16 and in illegally withdrawing the amounts from the account of SSP and transferring the same to the accounts of Accused Nos.1 to 3. It is further submitted that the subsequent repayment of the amounts by the accused would not absolve them of their criminal liability or wipe out the offences already committed. Therefore, the prosecution has categorically established the charges against the accused, and the Trial Court had rightly convicted them. Hence, the conviction and sentence do not warrant any interference by this Court.

8. Heard the learned counsel appearing on either side and perused all the materials placed before this Court.

9. There are three accused in total, and all of them were convicted for the offences punishable under Section 120B r/w. 409, 465, 467, 468, 471 and 477A of IPC and Section 13(2) r/w. Section 13(1)(c) & (d) of the PC Act.. The 1st Accused was working as Senior Manager (Finance and Accounts) in SSP, the 2nd Accused was working as Cashier in the Central Marketing Office, Steel Authority of India Limited, Chennai, and the 3rd Accused was working as Project Manager in Polaris Software, Chennai. According to the prosecution, all the accused persons entered into a criminal conspiracy during the period from April 2010 to March 2011 and, in furtherance thereof, forged and fabricated the RTGS letters and payment vouchers relating to the transactions by altering the names and bank account details and substituting the same with those of the accused.

10. It is further alleged that the signatures of the Senior Managers, namely, P.W.8 and P.W.9, were forged in the RTGS letters and payment vouchers and projected as genuine, thereby cheating SSP and causing wrongful loss to the tune of Rs.99,60,772/- through various transactions. The sanctioning authority was examined as P.W.1, who accorded sanction for prosecuting Accused Nos.1 and 2. The sanction orders were marked as Ex.P2 and P4. P.W.3 conducted an inspection

pursuant to the directions of P.W.4 and found that a sum of approximately Rs.99,60,772/- had been withdrawn without proper authorisation. The inspection report was marked as Ex.P5. Based on the said report, P.W.3 lodged a complaint with the respondent, pursuant to which the FIR came to be registered. P.W.4 deposed that the 1st Accused had made wrongful entries in the records maintained by him, which were marked as Ex.P8 to P16. The said documents were also corroborated by Ex.P29. The relevant portion of the evidence of P.W.4 is extracted hereunder:

> *"On receipt of the audit report regarding the discrepancies in bank reconciliation statement, we have formed a committee of officers consisting of Sri.K. Udaykumar, AGM Finance, Karthick Iyer Jr.Manager finance, V.Raghuraman, Senior manager Finance, N. Varadharajan, Sr.Manager, Finance and Sri. K. Anbanandham, Cash Drawing Officer to check up the bank reconciliation and confirm whether it is reconciled or not.*
>
> *Initially it was informed to me that the reconciliation statement is having certain discrepancies the committee was not in a position to fined out certain payment which are debited in our bank account which were not supported by payment vouchers at our end. Initially the committee told me that there are three to four items which are not matching and hence I asked them to undertake a detailed study for the whole year of 2010-2011. Then it was found out that there are eleven transactions which are not reconciled.*

Initially I have been informed by a Senior finance officer Sri.R.V.Thiyagarajan who is looking after cost and budget section that Sri. Anbanandham has informed him that certain errors have been committed by him and that was why there is mis match. Subsequently Sri. Ananbandham himself came to my cabin and admitted that he had misappropriated certain payments. Subsequently Sti J.V.Sivakumar informed that there are eleven un-reconciled entires in our books amounting totally to Rs. 99.60 lakhs approximately.

The documents now shown to me is for releasing RTGS payment through our bank requesting SBI to release to ICICI bank an amount of Rs.4,73,499/-The signatory to the RTGS format are Sri. P.G..Anbanandham Manger finance and Sri N, Santhanam, Sr, Manager finance, I find the signature of Manger of finance is genuine where as the signature of Sr. Manger of Finance Sri.N.Santhanam, is not his signature. When I joined in Salem Steel plant the project expansion of Salem steel plant has been taken up for implementation. Sri. Santhanam was looking after project finance along with Sri. N.Varadharajan I have been inclose association with both of them on a day to day basis during those period and hence I am confident that the signature of Sri Santhanam is not his. The account No. to which the RTGS is to be made is given in document shown to me and the said account is maintained with ICICI Bank and the

IFSC code of the bank is also given. The said letter dt. 13/4/2010 is marked as Ex.P.8.

The document now shown to me is the letter dt. 13.5.2010 addressed to our bankers requesting for transfer of Rs.4,.26.280 to the account of Mr.M.K.Natarajan, and also transfer of Rs.5,27,352 to the account of Mr.P.G.Anbanandham to the ICICI bank. The IFC code given in the enclosure The signatures found in the letter are that of Mr.P.G.Ananbanandham and that of N.Santhanam, I state that the signature of P.G. Ananbanandham is genuine and that of N.Santhanam is not the signature of Santhanam. The said letter dt13.5.2010 is marked as Ex.P.9.

The document now shown to me is the letter dt. 20-07.2010 addressed to our bankers requesting for transfer of Rs.14,00,000 to the account of Mr. P.G. Anbanandham, and also transfer of Rs.15,00,000 to the account of Mr.M.K.Natarajan to the ICICI bank. The IFC code is also given in the letter. The signatures found in the letter are that of Mr.P.G.Ananbanandham and that of N.Santhanam, I state that the signature of P.G. Ananbanandham is genuine and that of N.Santhanam is not the signature of Santhanam. The said letter dt20-07-2010 is marked as Ex.P.10.

The document now shown to me is the letter dt. 19-10-2010 addressed to our bankers requesting for transfer of Rs.8,33,382 to the account of M.K.Natarajan to the ICICI bank. Nungampakkam. The IFSC code is also given in the letter. The signatures found in the letter are that of

Mr.P.G.Ananbanandham and that of N.Santhanam, I state that the signature of P.G. Ananbanandham is genuine and that of N.Santhanam is not the signature of Santhanam. The said letter dt19-10-2010 is marked as Ex.P.11.

The document now shown to me is the letter dt. 24.11.2010 addressed to our bankers requesting for transfer of Rs.9,75,262 to the account of M.K.Natarajan to the ICICI bank. Nunkampakkam. The IFSC code is also given in the letter. The signatures found in the letter are that of Mr.P.G.Ananbanandham and that of N. Varadharajan. I state that the signature of P.G.Ananbanandham is genuine and that of N.Varadharajann is not the signature of N. Varadharajan. The said letter dt 24.11.2010 is marked as Ex.P.12.

The document now shown to me is the letter dt. 10/11.12.2010 addressed to our bankers requesting for transfer of Rs.7,92,227 to the account of D.Sukumar to the ICICI bank. Santhome branch. The IFSC code is also given in the letter. The signatures found in the letter are that of Mr.P.G.Ananbanandham and that of N. Varadharajan. I state that the signature of P.G.Ananbanandham is genuine and that of N.Varadharajann is not the signature of N. Varadharajan. The said letter dt 10/11-12-2010 is marked as Ex.P.13.

The document now shown to me is the letter dt. 19/21.01.2011 addressed to our bankers requesting for transfer of Rs.17.96,350 to the account of D.Sukumar to the ICICI bank. Santhome branch. The IFSC code is also given *in the letter. The signatures found in the letter are that of Mr.P.G.Ananbanandham and that of N. Varadharajan. I state that the signature of P.G.Ananbanandham is genuine and that of N. Varadharajann is not the signature of N. Varadharajan. The said letter dt 19/21-01-2011 is marked as Ex.P.14.*

The document now shown to me is the letter dt. 17-03-2011 addressed to our bankers requesting for transfer of Rs.9,50,284 to the account of D.Sukumar to the ICICI bank, Santhome branch. The IFSC code is also given in the letter. The signatures found in the letter are that of Mr.P.G.Ananbanandham and that of N. Varadharajan. I state that the signature of P.G.Ananbanandham is genuine and that of N. Varadharajan is not the signature of N. Varadharajan. The said letter dt 17-03-2011 is marked as Ex.P.15.

The document now shown to me is the letter dt. 01-09-2010 addressed to our bankers requesting for payment through NEFT to 13 parties as per the annexure enclosed. The letter is signed by Mr. P.G. Anabanandham and Mr. V.Gnanavel.

11. Thus, it is evident that a sum of Rs.99,60,772/- was withdrawn from the account of SSP by the 1st Accused and transferred to the respective accounts of Accused Nos.1 to 3. P.W.8 has categorically deposed that he had not signed any of the RTGS letters marked as Exs.P8

to P11. The relevant portion of the chief-examination of P.W.8 is extracted hereunder:

> *"The voucher is prepared by the section signed by the authorized signatory and sent to cash section along with the RTGS advice and two persons have to sign the RTGS advice including one from cash section and there is a prescribed format for making RTGS payment. I was also one of the authorized signatory for RTGS payment. The letter shown to me is the authorization given also to me by the Salem Steel Plant to sign cheque/RTGS advice against cash credit account addressed to a Chief Manager, State Bank of India, SSP campus branch Salem which also contains my specimen signature and the letter is Ex.P 62. In Ex.P 8, Ex.P 9, Ex.P 10 and Ex.P 11 shown to me my name and designation are correct but signature is not/mine and the said letter addressed to State Bank of India SSP campus Salem is not a correct letter, since its not in proper format. In this regard CBI Official examined me"*

12. Thus, it is clear from the evidence of P.W.8 that the signatures found in Exs.P8 to P11 were not affixed by him and were forged. Likewise, P.W.9 also categorically deposed that the signatures appearing in the RTGS letters marked as Ex.P12 to P15 were not his

signatures. The relevant portion of the chief-examination of P.W.9 is extracted hereunder:

> *"As per our Vigilance guidelines maximum payments which are to be made to contractors are to be made through electronic mode i.e by way of RTGS payment. Before making RTGS payment, we collect the bank details of the respective contractor. And project bills are verified, after verification payment voucher is generated under code 61. Based on this, RTGS letter is generated giving details of contract number and contract date, name of the contractor to whom payment to be made, bank account details of contractor, voucher number, voucher date. 3 copies of RTGS letters are generated, one is given to the cash section, another is kept in the concerned contractor files and third copy is given to the project planning and monitoring group. After the payment is made, the payment voucher is admitted and at that time the payment voucher number and journal voucher number are generated in the system and those 2 numbers are manuallynoted in payment voucher. Normally 3 copies of payment voucher ie., bank advice are prepared and one copy is given to the cash section, another copy is kept in the concerned contractors file and third copy is kept in separate bank advice file. All payment voucher generated from project finance section is starting with alphabet K. And I was one of the authorized signatory for cheques and RTGS payments. It*

is evident form Ex.P 62. In Ex.P. 12 to Ex.P 15 RTGS letter my name is there but the signature in it are not of mine. From cash section we have given a prescribed format of RTGS letter to all the finance executives, but Ex. P 12 to Ex.P 15 are not in the said format. For M.K. Natarajan and D.Sugumar no contract was entered in to by our SSP project finance division, but Ex.P 1 to Ex. P 15 are in favour of those 2 persons. And so the question of making payment from the project finance division to the said 2 persons did not arise. Whenever RTGS payment is made-from project finance section, a reference number is given in the RTGS letter which is nothing but the particular contract number and date. But in all Exhibit P 12 to P 15 the reference number starts with FA / Bills /10 and so also the above 4 payments were not made from project finance division. As for as this case is concerned, the misappropriation amount was to the tune of Rs.1 crore and subsequently the entire amount was remitted back by Al Anbandham after this case was deducted"

13. Thus, it is clear from the evidence of P.W.9 that the signatures found in Ex.P12 to P15 were not affixed by him and were forged, pursuant to which the 1st Accused transferred the amounts from the SSP account to the accounts of the accused. P.W.10 also categorically deposed that he had not added the name of the 2nd Accused as the 13th

person in Ex.P16. The relevant portion of the chief-examination of P.W.10 is extracted hereunder:

> *"Based on the letter and statement bank people will release the payment to the employees by making credit through RTGS in the concerned documents. In the same manner other payments like performance related payment, bonus etc., will be released. RTGS payment will be made for above Rs. 2,00,000/- and lesser amount than Rs. 2,00,000/-will be made through NEFT. The document now shown to me is the payment voucher dated 01.09.2010 bearing no. D 31619 for Rs. 27,48,461/- and the said payment voucher is Ex.P 63 and it is signed by Rathinavel of my section. The Ex.P 16 shown to me was prepared by my Assistant and I have signed in it. As per Ex.P 16 the total advices for Rs. 27,48,461/- as stated in Ex.P 63 payment voucher. As per the statement which forms part of Ex.P 16 the total payment was Rs. 30.34,497/- In the said statement one name Mr.M.K.Natarajan, employee number L 000140 is added to the tune of Rs. 2,86,036/- by hand written mode and it seems that the name was added by A1 Mr. Anbandham"*

14. Thus, it is clear from the evidence of P.W.10 that he had not added the name of the 2nd Accused as the 13th person in Ex.P16. The 1st Accused had manipulated the said document so as to make it appear that P.W.10, who was working as Senior Manager (Finance and Accounts),

had added the name of the 2nd Accused therein as the 13th person. It is therefore established that the 1st Accused forged and fabricated Ex.P8 to P16 and submitted the same to the bank of SSP, pursuant to which the amounts were transferred from the account of SSP to the respective accounts of Accused Nos.1 to 3. The prosecution has clearly established the said facts through the evidence of P.W.4, P.W.5, P.W.7 to P.W.10 and P.W.18 to P.W.22, coupled with Ex.P8 to P16, P69, P77 and P78. Therefore, the minor discrepancies pointed out by the learned counsel appearing for the accused would not, by themselves, vitiate the prosecution case, particularly when the evidence of P.Ws.8 to 10 categorically disproves the contention of the learned counsel for the 1st Accused that there was no forgery.

15. Further, the expert reports marked as Ex.P103 to P118, through the evidence of P.W.26 and P.W.28, clearly establish the role of the 1st Accused in forging and fabricating Ex.P8 to P16 and in illegally withdrawing the amounts from the account of SSP and transferring the same to the accounts of Accused Nos.1 to 3. The reconciliation statement was maintained and kept in the custody of the 1st Accused, as is evident from the evidence of P.W.4, P.W.5, P.W.6, P.W.7 and P.W.11. The evidence also discloses discrepancies in the entries contained in the

statements maintained by the 1st Accused. Though the FIR came to be registered only after the accused had remitted the amounts, the misappropriation had already been detected during the course of audit, pursuant to which a vigilance report was prepared and the matter was subsequently entrusted to the respondent for investigation. Therefore, the subsequent repayment of the amounts by the accused cannot efface the criminal liability arising out of the acts already committed. The fact that the amounts were returned only after the detection of the misappropriation further supports the prosecution case. Hence, the judgments relied upon by the learned counsel appearing for the accused are not applicable to the facts and circumstances of the present case. Hence, this Court finds no infirmity or illegality in the impugned judgment warranting interference in these Criminal Appeals.

16. Accordingly, the order of conviction passed by the learned Trial Court in Special C.C.No.1 of 2012, dated 08.12.2017, is hereby confirmed. However, insofar as the sentence is concerned, considering the age of the accused and the facts and circumstances of the case, this Court is inclined to modify the sentence alone. Accordingly, the sentence imposed upon the accused is reduced from three years to one year of rigorous imprisonment.

17. With the above modification, these Criminal Appeals are partly allowed.

19.08.2026

Index : Yes/No
Neutral citation : Yes/No
Speaking/non-speaking order

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To

1.The learned II Additional District & Sessions Judge, CBI Cases, Coimbatore

2.The Inspector of Police,
CBI/ACB,
Chennai.

G.K.ILANTHIRAIYAN, J.

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Crl.A.Nos.793, 796 & 811 of 2017

19.08.2026