

HUSSAIN MOHAMMAD ERSHAD VS. STATE AND OTHERS, 53 DLR (2001) 102

Case No: Criminal Appeal Nos.1101, 1034, 1133, 1165, 1131, 1132 and 1134 of 1993

Judge: Md. Gholam Rabbani,

Court: Appellate Division ,,

Advocate: Mr. Anisul Huq,Abdus Sobhan,Khandaker Mahbub Hossain,,

Citation: 53 DLR (2001) 102

Case Year: 2001

Appellant: Hussain Mohammad Ershad

Respondent: State and others

Subject: Sentencing,

Delivery Date: 2000-8-24

Hussain Mohammad Ershad Vs. State and others, 53 DLR (2001) 102

**Supreme Court
High Court Division
(Criminal Appellate Jurisdiction)**

**Present:
Md. Gholam Rabbani J
Md. Latifur Rahman J**

Hussain Mohammad Ershad
.....**Appellant**
Vs.
State and others
.....**Respondents**

Judgment
August 24, 2000

**Code of Criminal Procedure (V of 1898)
Section 31**

A sentence must not be lenient vis-à-vis the nature of the offence committed and at the same time it must not be harsh either, so that the offender is sent to a point of no return turning him vindictive to the society.

Lawyers**Involved:**

Khandker Mahbub Hossain with Afzal Hossain, Advocates—For the Appellant (In Criminal Appeal No. 1132 of 1993).
Nitai Roy Chowdhury, Advocate—For the Appellant (In Criminal Appeal No. 1034 of 1993).
Abdul Malek, Advocate—For the Appellant (In Criminal Appeal No. 1101 of 1993).
Khandker Mahbubuddin Ahmed with Mirza Hossain Haider Advocates—For the Appellant (In criminal Appeal No. 1112 of 1993).
Anisul Huq, Advocate—For the Appellant (In Criminal Appeal No.1131 of 1993 and Criminal Appeal No. 1134 of 1993).
Abdus Sobhan, Advocate—For the Appellant (In Criminal Appeal No. 1133 of 1993).
Majibur Rahman Advocate—For the Appellant (In Criminal Appeal No. 1165 of 1993).
M Faruque, Deputy Attorney-General with Abdur Rouf, Assistant Attorney-General; Abul Hossain Azadi, Assistant Attorney-General and Golam Asheque Rupak, Assistant Attorney-General—For the State (In all Cases).

Criminal Appeal Nos.1101, 1034, 1133, 1165, 1131, 1132 and 1134 of 1993

JUDGMENT**Md.****Gholam****Rabbani****J.**

Accused Nos. (1) Hussain Mohammad Ershad (appellant in Criminal Appeal No.1132 of 1993), (2) MM Rahmatullah (appellant in Criminal Appeal No.1101 of 1993), (3) Rawshan Ara Begum alias Rawshan Ershad (Appellant in Criminal Appeal No.1034 of 1993), (4) MA Sattar, (5) Md Mozhar Hossain and (6)Kafiluddin Ahmed (the three appellants in Criminal Appeal No.1133 of 1993), (7) Sarwar Habib Sinha (appellant in Criminal Appeal No.1165 of 1993), (8) Abdul Shukur Prodhon, (9) Lovely Begum, (10) Shahinoor Islam, (11) Md Shafiqul Islam, (12) Md Jahangir Alam, (13) Abraham Purification, (14) Md Sekandar Hossain and (15) Md Khalilur Rahman (the eight appellants in Criminal Appeal No.1131 of 1993), (16) Abdul Wadud Khan (appellant in Criminal Appeal No.1112 of 1993) and (17) Aftara Begum (appellant in Criminal Appeal No.1134 of 1993) along with two other accused absconding and another since acquitted were placed on trial before the Second Court of Additional Session Judge and Court of Special Judge, Dhaka in Special Case No.11 of 1992.

2. The charge against the accused No.1 is that he abused his position as President of Bangladesh and obtained pecuniary advantage for his wife accused No.3 Rawshan Ershad and thereby committed an offence of misconduct under section 5(1) (d) of the Prevention of Corruption Act of 1947 and that further he paid an amount of taka six and half crore for the construction of a building called Janata Tower which amount was disproportionate to his known sources of income and thereby committed an offence under section (91)(e) of the said Act of 1947.

3. Charge against accused No.2 is that he abused his power as Chairman of Rajdhani Unnayan Kartipakha, briefly RAJUK, and obtained pecuniary advantage for the co-accused and thereby committed an offence under section 5(1) (d) of the said Act of 1947.

4. Charge against accused Nos.3-17 and three others is that they abetted accused Nos.1 and 2 for committing the offence of misconduct and thereby each has committed offence under sections 5(1) (d) of the said Act read with section 109 of the Penal Code.

5. First part of the prosecution Case, briefly, is this. There were amongst others two plots bearing Nos.49 and 49A within Kawran Bazar Commercial Area owned by the RAJUK. These two plots were put into auction by the RAJUK on 5-9-1985. Accused Abdus Shukur Prodhon offered the highest bid of Taka 1,93,550.00 per kattah for plot No.49, but the offer was not accepted on the ground that the

auction bid was inadequate. Subsequently the said two plots were again put to auction, but no one participated in the auction. On 26-8-1989 accused No.1 while holding the position of the President of Bangladesh came on a visit to the mosque within Kawran Bazar Commercial Area on 26-8-1989 and then accused No.8 Abdul Sukur Prodhan handed an application on behalf of himself and 12 others to accused No.1 stating that they were the affected persons and also highest bidder and praying for allotment of the said plots No.49 and 49A. On 28- 8-1989 accused No.1 passed order on the body of the said application for allotting the two plots to the said applicants at the price which was offered by accused No.8 as highest bidder. The said applications were then received by accused No.2 as the Chairman of RAJUK on 29-8-1989 and then took upon himself the task of finalising the said order of the accused No.1 and at an amazing speed not only did it, but helped the accused Nos.3-7 in purchasing one of the four sub-divided plots (made out of said two plots) in the name of their company Janata Publishing Ltd (whose directors are the accused 3-7) from the two accused-allottee who are accused Nos.10 and 17 and another imposter accused since acquitted. All those were done within a period of two months and thereby causing RAJUK loss of an amount of Taka 5,48,70,800.

6. Second part of the prosecution Case briefly, is this. Thereafter Janata Publishing Limited started constructing on its said purchased plot a multi- storied building known as Janata Tower and spent an amount of Taka ten crore and out of that taka three and half crore was procured by taking loan from Uttara Bank and the balance amount of taka six and half crore was paid by the accused No.1. This amount so paid by the accused No.1 was disproportionate to his known source of income.

7. The defence took the plea of innocence. Further defence was that the Case was concocted out of political grudge and that an amount of taka three and half crore was spent for the construction of Janata Tower.

8. Prosecution examined 35 witnesses while defence examined none. Accused No.16 however, filed some papers at the time of his examination under section 342 Cr.P.C.

9. On consideration of the evidence on record learned trial Judge found the prosecution Case well proved and consequently convicted accused No.1 both under section 5(1)(d) 5(1)(e) of Prevention of Corruption Act of 1947 and sentenced him to SI for seven years and convicted all accused No.2 under section 5(1)(d), of the said Act and sentenced him to SI for seven years and convicted the other accused persons under section 5(1)(d) of the said Act read with section 109 of Penal Code and sentenced each of them to SI for 7 years and confiscated to the State aforesaid plot Nos. 49, 49A, 49B and 49C together with the buildings and structures standing thereon under section 5(2) of the said Act by the judgment and order dated 7-6-1993. Hence the above-numbered appeals will be disposed of by this judgment.

10. Before we discuss the arguments advanced by the learned Advocates for the appellants and the learned Deputy Attorney-General for the State, it will be convenient to state at first the background and then chronologically the relevant facts.

11. The background briefly is this. Kawran Bazar Commercial Area, briefly KCA, within the city of Dhaka consists of several plots acquired from the private owners thereof by the Deputy Commissioner, Dhaka, for RAJUK in LA Case No.13 of 1962-63. As already stated accused No.8 Abdus Shukur's highest offer at the auction for plot No. 49 was not accepted as inadequate by the RAJUK and on a subsequent date on 19-1-1987 an advertisement was published in the daily Ittefaq regarding auction of the said two plots at a minimum price of taka three crore per bigha. But this auction could not be held on the stipulated date as accused No.8 and others filed Title Suit No.76 of 1987 in the 2nd Court of Subordinate Judge, Dhaka, against holding of the said auction in the name of alleged 'Kawran Bazar Byabsyee Bahumukhi Samabaya Samity' of sixty members as the plaintiff. Some of these persons purchased separately a little area of lands within KCA during the period from 1985 to 1987 from either the persons, who were the owners at the time of the acquisition or the heirs

of such owners and got their names submitted in the LA Office obviously with a view to claim allotment of the plots of KCA as affected persons. Among them are the accused Nos.8 to 15 and 17. But it is in the evidence of PW 7, Bench Assistant of Land Acquisition Office (Rajuk Branch) that the vendors of the accused Nos.8 to 15 and 17 had already then received the provisional compensation for their respective acquired land. Accused No.16 had a different story. He claimed himself as an affected person on the ground that he was doing business since 1957 in a tenanted shop room of 15 X 10 cubits when the land was acquired for KCA. Accused No.8 filed an application to RAJUK on 26-4-1989 seeking allotment of said plots for himself and others and the last note on this application is dated 17-8-1989.

12. Upon the background as aforesaid which indicate the desperate attempts of the accused Nos.8 to 17 to get plots within KCA their group leader accused No.8, Abdus Shukur Prodhan met accused No.1 HM Ershad. Now are stated the relevant facts chronologically as hereunder. 20-8-1989. HM Ershad came to a mosque within KCA. Abdus Shukur Prodhan handed him an application for himself and twelve accused seeking allotment of plot Nos.49 and 49A as affected persons and highest bidders @ Taka 1,93,550 per kattah which was his highest offer in the auction held four years ago on 5-9-1985. 28-8-1989 HM Ershad passed order on the said application: “দরখাস্তকারীর বিগত সর্বোচ্চ নিলাম ডাকে ও ক্ষতিগ্রস্ত হিসাবে দরখাস্তকারীদের মধ্যে প্লট বরাদ্দ করা হোক” (Exhibit 18). 29-8-1989 PW10 the then Estate Officer, Rajuk, received the said application from accused No.2 MM Rahmatullah, the then Chairman, Rajuk. 29-8-1989 Typed note of this date in the Rajuk file (Exhibit 42) was prepared for giving allotment, last paragraph of this note reads: “সদয় নির্দেশের নিমিত্তে পেশ করা হইল” (NB. This was surprisingly signed by the two employees on 28-8-1989 and another on 29-8-1989. It requires to state here that Abdus Shukur’s said similar application dated 26-4-1989 to Rajuk was forgotten though was in the same file after receiving the second application dated 26-8-1989.) 30-8-1989 Note of this date in Exhibit 42 reads: “উপরের সদয় সিদ্ধান্ত মোতাবেক পত্রের খসড়া সদয় অনুমোদনের জন্য পেশ করা গেল।” 12-9-1989 From the note of this date in Exhibit 42: Plot Nos.49 and 49A are divided into four plots bearing Nos.49, 49A, 49B and 49C. Plot No. 49 of 12 Kattah is allotted to accused Nos.10 and 17 and one Sadeq; plot No.49A of 10 Kattah to accused Nos.11, 12 & 13; Plot No.49B of 10 Kattah accused Nos.9 & 15 and two absconding accused; plot No.49C of 10 Kattah to accused Nos.8, 15 & 16. This note bears the signature of accused No.2 MM Rahmatullah proved by PW 10 and marked Exhibit 42 (68). 13-9-1989 Draft of the allotment letter was approved by the accused No.2. His signature is proved by PW 10 and marked Exhibit 42/82. 13-9-1989 Allotment letters were issued. 18-9-1989 Accused No.10 Shahinur Islam, used No.17 Aktara Begum and one Sadeq deposited the entire lease money of Taka 23,22,600. 19-9-1989 Possession of plot No.49 was delivered to accused Nos.10 and 17 and Sadeq. 21-10-1989 Lease deed was registered in favour of the said three allottee. 22-10-1989 In a meeting of the Board of Rajuk a proviso to clause 20 of the standard lease of Rajuk debarring transfer prior to construction of the rotted plot is added by the resolution: Provided further that affected allottee are exempted from constructing any structures on the plot keeping other terms and conditions.” Signature of accused No.2 M M Rahamatullah below this resolution is marked exhibit 47/3 3. 22-10-1989 Said three allottee filed an application to the Chairman, Rajuk (accused No.2), for permission transfer plot No.49 to Janata Publishing Ltd, briefly JPL (stating the address of JPL at 49 KCA though the company was not then registered and the sale deed was not registered). 24-10-1989 Accused No.2 MM Rahamatullah signed order of permission for transfer. His signature is proved by PW 10 and marked Exhibit. 25-10-1989 JPL was registered under the Companies Act. 2-11-1989 Said allottee sold plot No.49 to JPL by a registered sale deed (ext. 47/19) at taka thirty three lac. 4-11-1989 Accused No.3 Rowshan Ara Begum as Chairperson of JPL filed application for mutation to Rajuk. 5-11-1989 Application for mutation is allowed. Signature of accused No.2 MM Rahamatullah is marked Ext 47/37. 17-12 Accused Rowshan Ara filed application to Rajuk for approving the plan of the building (Janata Tower) on plot No.49 by JPL.

13. Besides the aforesaid circumstances chronologically stated, the learned trial Judge also noticed

that accused No. 3 described herself as Rowshan Ara Begum though she was known as Rowshan Ershad and did neither give out that she was the wife of accused No.1 nor her address at Dhaka. That long after twenty-two years of acquisition accused Nos.8 to 17 and their absconding two co-accused by purchasing a smallest quantity of land from the owners or the heirs of the owners managed to get their names substituted and as such, these accused were not affected persons under rules 11 and 15 of DIT (Allotment of land) Rules, 1969, that the accused No.1 had dishonest intention i.e. mens-rea behind the passing of the order of allotment to obtain pecuniary benefit for his wife accused No.3, that as defined in section 4 of the Town Improvement Act Kartipakkha means the Chairman and five other members of Rajuk, and so accused No.2 had no authority to allot plots to the other accused, but in the instant Case ignoring the said law as well as the report from the office of the Additional Deputy Commissioner (LA) i.e., Ext 41 that the accused applicants were not affected persons and within a short space of time completed the entire procedure in respect of the impugned allotments and that all the other accused abetted the accused Nos.1 and 2.

14. We after examining ourselves a file of Rajuk marked Ext 42 have noticed another fraud. A letter was written by Rajuk to the Additional Deputy Commissioner (LA) Dhaka, to inquire about correctness of the fifteen award certificates granted to the accused Nos.8-15 & 17 obviously expecting favourable reply as those accused were able to substitute their names in place of the original awardees. But obviously to the surprise of the accused No.2 though the ADC (LA) by his letter dated 8-10-1989 (marked Exhibit 41) admitted correctness of the award certificates, but with remark: 'মোঃ শুকুর প্রধান গংদের অনুকূলে ইস্যুকৃত ১৫টি এওয়ার্ড সার্টিফিকেট পরীক্ষা করিয়া দেখা যায় যে আলোচ্য এল, এ, কেসের মূল ক্ষতিগ্রস্ত মালিক হিসেবে তালিকাভুক্ত নহে। তবে সাময়িক ক্ষতিপূরণের টাকা পরিশোধের বহু পরে.....মূল ক্ষতিগ্রস্ত মালিক বা তাহাদেরও ওয়ারিশদের নিকট হইতে ক্রয় সূত্রে ক্ষতিপূরণের মালিকানা দাবী করায় তৎকালিন ভূমিদখল অফিসারের আদেশ বলে.....(তাহাদের) নাম এওয়ার্ডভুক্ত করা হইয়াছে।'

The effect of this note is that these accused have acquired only the right by their respective sale deeds to get the balance compensations, if any, and not the title to their alleged purchased land as their vendor's title had already gone to Rajuk. But in the note Nos, 86-88 in Exhibit 42 (file of Rajuk) this remark as quoted above was not mentioned, rather it was suppressed.

15. Pith of the arguments of the learned Advocates for the appellants is that the learned trial Judge's findings are mere presumptions based on circumstantial evidence and so it must be held that the prosecution failed to prove its Case to the hilt which was necessary to give a verdict of guilt.

16. We are not impressed by the arguments. The circumstantial evidence in the instant Case are trustworthy. There is no doubt about it. The well settled rule in this regard is this: The Court is required to consider what is the total cumulative effect of all the proved facts and if the combined effect of all these facts taken together is conclusive in establishing the guilt of the accused, the conviction would be justified even though any one or more of these facts by itself is not justified even though any one or more of these facts by itself is not decisive. We find that this rule fits with the instant Case. We agree with the findings of guilt arrived at by the learned trial Judge against all the accused persons. We hold that the chain of evidence is complete to sustain the conviction under section 5(1) (d) of Prevention of Corruption Act against accused Nos.1 and 2 and the conviction under the said section read with section 109 of the Penal Code against the other accused.

17. These are the admitted facts. There was an agreement between Nirman International Ltd. and JPL for constructing a fifteen-storied building known as Janata Tower on said plot No. 49 at a cost of 13,51,42,140.00, that the Nirman International was paid an amount of three and half crore by JPL by taking loan of that amount from Uttara Bank and that the superstructure up to thirteen stories of the building was constructed.

18. Now we consider the correctness of the conviction of the accused No.1 under section 5(1) (e) of

the said Act. The issue for our consideration is whether accused No. 1 paid six and half crore in cash to Nirman International Ltd. for JPL, for constructing a fifteen-storied building known as Janata Tower at said plot No.49 was disproportionate to his known sources of income and that he committed criminal offence under section 5(1)(e) of the said Act.

19. Now the disputed facts: Number one, accused No. 1 paid six and half crore in cash for the said construction, Number two PW 5 Accountant of Nirman International Ltd. deposed that the said superstructure up to thirteen stories was constructed at a cost of 9,35,60,239.85 paisa. Defence Case from the trend of cross-examination of these witnesses is that the cost of the said construction was not more than three and half crore. It was not the Case that if the payment of six and half crore in cash is admitted only for the sake argument, even then that payment would not be disproportionate to the known income of the accused No. 1 or that the said payment was made by the JPL or its directors i.e. accused Nos. 3 to 7.

20. Learned trial Judge on consideration of the oral and documentary evidence held that the accused No.1 paid in cash the said amount of six and half crore to Nirman International Ltd. for constructing the Janata Tower and that the amount was disproportionate to his known sources of income and that he committed criminal offence under section 5(1)(e) of the said Act.

21. To prove this charge prosecution examined seven witnesses namely, PW 1 KZ Islam, PW 2 Saiful Haq, PW 5 Major (Retd.) Saleh Rahim, PW 6 MA Hye. PW 27 Shawkat Hossain Chowdhury, PW 28 Mozuddin Ahmed, and PW 29 Brigadiar (Retd.) Sharif Aziz.

22. PW 1 is Managing Director of Nirman International Ltd. He deposed that his company received three crore from accused No.1, that out of the said amount his company received three and half crore by cheques issued by Uttara Bank and the rest amount in cash and that each of the cheques were received along with a forwarding letter, Exhibit 5 series.

23. PW 2 was a Lieutenant Colonel at the relevant time. He served as the personal secretary of accused No. 1 during the period from 23-1-90 to 14-1-91. He deposed that through him nine crore and twenty-five lac were paid to Nirman international Ltd. on behalf of JPL, that out of the said amount he got five crore seventy-five lac from accused No. 1 in cash, that he paid the said amount on different dates and obtained thirteen vouchers, exhibit 6 series and that taka twenty five lac was paid by PW 29 who was his predecessor-in-office.

24. PW 5 deposed that he was the Managing Editor of Dainik Janata during the period from 1-6-88 to 30-11-91, that he was entrusted with the supervision of the construction of Janata Tower, that he used to submit progress reports from time to time and that superstructure up to 13 stories was constructed.

25. PW 6 was the Chief Accountant of Nirman International Ltd, at the relevant time. He deposed that he received on several dates in all three and half crore through bank cheques and six and half crore in cash and signed the credit vouchers Exhibit 6 series in favour of JPL upon receiving the amount in cash on these dates. He also proved Exhibit 7 series, the book of account Exhibit 11, audit report and exhibit 19 income tax return which together with Exhibit 6 series are the documentary evidence regarding the said payment of ten crore.

26. PW 2 Shawkat Hossain Chowdhury was the Executive Director of Nirman international Ltd., at the relevant time. He proved the agreement Exhibit 2 for the construction of Janata Tower executed between the Company and the JPL. He corroborated the evidence of PW 6 with regard to credit voucher Exhibit 6 series and receipt of ten crore through credit vouchers.

27. PW 8 Mofizuddin was the Finance Manager of Nirman International Ltd. at the relevant time. He

corroborated the other PWs with regard to notes, Exhibit 7 series, in the book of accounts regarding receipt of ten crore from JPL during the period from December, 1989 to November, 1990 and that out of the said amount Taka six and half crore was paid in cash. He also proved the income tax return and the audit report submitted along with the income tax return regarding the receipt of ten crore from JPL and expenditure of Taka 9,35,60,239.85 paisa for the construction of Janata Tower out of the said amount.

28, PW 29 Bridg (Retd) Sherif Aziz deposed that he was the private secretary of accused No. 1 from April to January 1990 and that during the period he received seventy-five lac in three installments in cash from accused No.1 and paid the said amount to PW 1. On scrutinizing the entire oral evidence of these PWs i.e. their examination-in-chief as well as the cross-examination vis-a-vis the documentary evidence, we find that they told the truth. Further, it can be easily calculated that the cost of construction of the superstructure up to thirteen stories will be about ten crore comparing the estimated cost of the fifteen storied building which is taka thirteen and half crore and odd. So the defence Case that the cost of said construction is three and half crore must be false.

29. Ordinarily falsity of the Case cannot establish the prosecution Case. But in the instant Case falsity of the defence plea is a link in the chain of the circumstantial evidence and so it goes against the accused No.1.

30. We find another circumstantial evidence in Exhibit 5 series which are the forwarding letters signed by PW 2, the then military secretary to accused No. 1, while sending the cheques issued by Uttara Bank,

Exhibit 5(1) runs as follows:

President's Supreme Dhaka 08 JPL/5/Bank KZ Nirman Dhaka. Payment-Janata 1. Please find herewith as Crossed Cheque bearing No. 0535177 dated 08 February, 1990 for Taka 1, 00,000.00 (One Crore only) on account of Payment of Janata Complex Ltd. 2. Please acknowledge receipt. Saiful Haq, Lieutenant Colonel PS to President and Supreme Commander.	Cantonment February International Complex 49	Tel: 601068 1990. Islam, Ltd. Kawranbazar
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31. Upon reading this letter any one can guess that PW 2 acted on the order of the accused No.1 and not on the order of Rowshan Ershad, alleged chairperson of JPL which would have been the normal course, or in other words, accused No.1 played the active role in the whole drama of getting the plot of land and constructing the Janata Tower thereon.

32. We, therefore, find no difficulty in coming to the same conclusion as that of the learned trial Judge that from the facts, circumstances and evidence on record it has been abundantly proved that accused No. 1 paid taka six and half crore in cash through his two private secretaries to Nirman International Ltd. for the construction of Janata Tower and thereby has committed offence of Criminal Misconduct under section 5(1) (e) of the said Act.

33. Now we come to the last issue as to whether the sentence awarded to each of the accused persons is proper. Prevention of Corruption Act (Act II of 1947) is a socially useful measure

conceived in public interest and, therefore, the punishment to be such as will bring the desired object. We further like to quote the observation made in a decision to which one of us, (Rabbani, J) is a party reported in 1 MLR 61. The said observation runs as follows:

“The purpose and justification of a sentence is ultimately to protect society against crime. To achieve this end quantum of sentence must be to that extent so as to warn the guilty mind not to commit the crime as well as to the offender not to repeat the same and also to ensure that upon his return to society the offender shall lead a law abiding life. Therefore, a sentence must not be lenient vis-à-vis the nature of the offence committed and at the same time it must not be harsh either that the offender is sent to a point of no return turning him vindictive to the society thinking that he has been treated too harshly instead of repentant thinking.”

34. Taking the view as above and also the fact that accused No. 1 sitting at the highest and honorable post of the Republic caused Rajuk suffer a loss of Taka 5,48,70,800.00 we now dispose of all the appeals as hereunder.

35. Criminal Appeal No. 1132 of 1993 filed by JIM Ershad is dismissed with modification in the sentence to the effect that his sentence of simple imprisonment for 7 years is altered to a sentence of simple imprisonment for 5 years and to a fine of Taka 5,48,70,800.00, in default, to suffer simple imprisonment 2 years more. He must surrender h bail bond and serve out the remaining sentence.

36. Criminal Appeal No. 1101 of 1993 filed by M M Rahamatullah is dismissed with the modification in the sentence to the effect that his sentence of simple imprisonment for 7 years altered to a sentence of fine of Taka 10,000.00, in default, to suffer simple imprisonment for two years.

37. Criminal Appeal No. 1034 of 1993 filed by Rowshan Ara alias Rowshan Ershad is dismiss with the modification in the sentence to the effect that her sentence of SI for 7 years is altered to a sentence of fine of Taka 10,000.00 in default, to suffer SI for two years.

38. Criminal Appeal No. 1133 of 1993 filed by MA Sattar, Md. Mozaher Hossain and Kafiluddin Ahmed is dismissed with the modification in the sentence to the effect that each of their sentences of simple imprisonment for 7 years is altered to a sentence of fine of Taka 10,000.00 in default, to suffer simple imprisonment for 2 years each.

39. Criminal Appeal No. 1165 of 1993 filed by Sarwar Habib Sinha is dismissed with modification in the sentence to the effect that his sentence of simple imprisonment for 7 years is altered to a sentence of fine of Taka 10,000.00 in default, to suffer simple imprisonment for 2 years.

40. Criminal Appeal No. 1131 of 1993 filed by Abdus Shukur Prodhan, Lovely Begum, Shahinur Islam, Md. Shafiqul Islam, Md. Jahangir Alam, Abraham Purification, Md. Sekandar Hossain and Md. Khalilur Rahman is dismissed with modification in the sentence to the effect that each of their sentence of simple imprisonment for 7 years is altered to a sentence of fine of Taka 10,000.00 each in default, to suffer simple imprisonment for two years each.

41. Criminal Appeal No. 1112 of 1993 filed by Abdul Wadud Khan is dismissed with modification in the sentence to the effect that his sentences of SI for 7 years is altered to a sentence of fine of Taka 10,000.00 in default, to suffer simple imprisonment for two years.

42. Criminal Appeal 1134 of 1993 filed by Aftara Begum is dismissed with modification in the sentence to the effect that her sentence of SI for 7 years is altered to a sentence of fine of Taka 10,000.00 in default, to suffer simple imprisonment for 2 years.

The order of confiscating the aforesaid plot Nos. 49, 49A, 49B, and 49C within Kawran Bazar

Commercial Area including the building/structures thereon known as Janata Tower is maintained.

Ed.