ICAC VS JOOMUN MOHAMAD YOUSOUF ALI

2020 INT 155

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Cause Number: 1154/16

THE INTERMEDIATE COURT OF MAURITIUS

(Criminal Division)

In the matter of:-

ICAC

VS

JOOMUN MOHAMAD YOUSOUF ALI

JUDGMENT

INTRODUCTION

The Accused stands charged with the offence of limitation of payment in cash in breach of sections 5(1) & 8 of the Financial Intelligence and Anti Money Laundering Act 2002 as amended by section 11(a) of Act 15/06. The Accused pleaded not guilty and was assisted by Counsel. The Prosecution was also assisted by Counsel.

The particulars of the charge against the Accused are that on or about the 19th February 2009 at DOHA academy, the Accused made a cash payment of Rs 750,000 to Mr Sakhawoth for the purchase of a plot of land.

THE FACTS

By virtue of a trust deed dated the 26th February 1998, a private trust called the education trust was created. The education trust manages DOHA school. Mr Hussenbocus was one of the trustees and the general manager of the education trust. His role as a trustee and the general manager of the trust was to ensure that decisions taken at board level were implemented in different schools which came under the trust. He testified that before the year 2013, there was a plot of land situated on the left hand side of DOHA academy, bought by the

trustees. The land was portioned and sold to different people. The Accused agreed to buy land for an agreed sale price of Rs 1 million. It is the contention of Mr Hussenbocus that the Accused gave Rs 750,000 in cash and Rs 50,000 in cheque to Mr Sakhawoth. He averred that the transaction was a sale transaction from the education trust to an individual in the midst of a commercial transaction.

Mr Sakhawoth started working at the DOHA Academy in the year 2004 as an attendant. He was then promoted to the post of a clerk and his duty consisted in typing and processing school fees. He confirmed that in the year 2008, the education trust invested in a property project and some people paid for the purchase of the portioned plot of land to him. He testified that the Accused gave him Rs 750,000 in cash and Rs 50,000 in cheque for the purchase of land. He collected the money at DOHA Academy for the education trust and subsequently caused an entry to be made in the computer. He credited the money paid in cash at the bank.

At the material time, the Accused was working in DOHA academy and was a trustee of the education trust. The version of the Accused is contained in his statement given to the police. He agreed in the year 2009, he effected a cash deposit of Rs 750,000 for the purchase of a plot of land from the education trust.

In Court, the Accused explained that before his scheduled date of appointment with the ICAC, he asked Counsel Jaddoo and his accountant, Mr Deenmamode to accompany him. The Accused was subject to an investigation from the MRA in relation to the Rs 750,000 and on the 1st April 2014, the MRA declared that there was no case. When the Accused went to the ICAC, Mr Audit, an investigator at ICAC informed them that the case was not consequential and would be closed. Mr Deenmamode did not follow the Accused in the investigation room. It is the version of the Accused that Investigator Sookun noted down the statement and only asked the Accused to put his initials. It was only then that the Accused realized that Investigator Sookun would not be closing the enquiry which caused the Accused to state that he would speak in Court.

The Accused testified that he did not complain to his Counsel as he only brought Counsel in case of brutality towards his person. The Accused spoke to his accountant, Mr Deenmamode, and the latter sent a letter to the ICAC for a further statement. According to the Accused, the education trust had to buy land from Mr Bheenick and all trustees were to give a contribution. The land was valued at Rs 16 million and a deposit of Rs 5 million was needed. The Accused managed to get Rs 1 million which he averred he gave in different instalments to

Mr Polin, under the express agreement that the education trust would return the Rs 1 million to him. However, as the education trust did not have money, it agreed to give the Accused a portion of land bought from Mr Bheenick in exchange.

According to the Accused, he noticed irregularities in the account of the education trust. He levelled a declaration against Mr Polin and Mr Sakhawoth as the latter was under 2 payrolls and refused to give him any information about the construction of a mosque. It was then that the relationship between the Accused, Mr Sakhawoth and Mr Polin deteriorated.

OBSERVATIONS

I have assessed the evidence on record. The Accused is charged with the offence of limitation of payment in cash. This offence is couched under section 5(1) of the **Financial Intelligence and Anti Money Laundering Act 2002 (FIAMLA),** which reads as follows:

Limitation of payment in cash

(1) *Notwithstanding section 37 of the Bank of Mauritius Act 2004, but subject to subsection (2), any person who makes or accepts any payment in cash in excess of 500,000 rupees or an equivalent amount in foreign currency, or such amount as may be prescribed, shall commit an offence*.

However, there is a derogatory section to section 5(1) of the FIAMLA in the form of subsection 2 which reads as follows:

(2) Subsection (1) shall not apply to an exempt transaction.

In the present case, I have been favoured with documents and the versions of Prosecution witnesses, Mr Sakhawoth, Mr Hussenbocus, Investigator Mr Sookun as well as the version of the defence. It is the case for the Prosecution that the Accused remitted to Mr Sakhawoth Rs 750,000 in cash for the purchase of a plot of land from the education trust. The sale transaction took place in the year 2009 and Mr Sakhawoth made entries between the 19th February and the 25th February 2009. Mr Sakhawoth did a screenshot of the transactions for the period of 19th February to 25th February 2009 and printed the document. The print out was

produced in Court as Document D. The sum of Rs 750,000 was subsequently deposited in the sums of Rs 300,000, Rs 300,000 and Rs 150,000 at the bank.

I have noted that the defence line of cross-examination in this case and I have classified them as follows, namely (i) a challenge of the procedure and contents of the record keeping of Mr Sakhawoth, (ii) the software used, (iii) an exempt transaction, (iv) the statement of the Accused, (v) the bad blood.

The procedure and contents of the record keeping of Mr Sakhawoth

The defence has challenged and contested the contents of the record keeping of Mr Sakhawoth in cross-examination. Mr Sakhawoth explained the procedure and the input in relation to the sum of money received from the Accused for the purchase of the plot of land from the education trust. Mr Sakhawoth averred that he recorded the sale transaction in the computer through an accounting software program called GNU cash and the file name was GNU cash 2011, which is a filing used in the software. Therefore, even if an entry was made in the year 2009, it could be recorded in a file named GNU cash 2011. In relation to the screenshot of the document witnessing the receipt of the Rs 750,000, that is Document D, Mr Sakhawoth explained that the document was on a software and he printed the document.

Mr Sakhawoth was questioned in relation to the term withdrawal which appeared on the print out document reflecting the sum of Rs 750,000. The sum of Rs 750,000 is in the deposit column. In the withdrawal column, under the heading withdrawal, there is the word withdrawal besides the Rs 750,000. Mr Sakawoth explained that given the heading of the column next to the deposit column was termed withdrawal, the word withdrawal appears wherever it is clicked in the column headed as withdrawal. He also clarified that the date also appears in bold when the box is clicked. He went on to answer that the icon S stands for Skype and the icon of a man showing his hand represents a minimized program. The term X is for Excel.

From the software, a report could be obtained. This report is called a transaction report. This has been produced in Court as Document H and it reflects 4 entries of transactions carried out from the 19th to the 24 February 2009. In truth and in fact, there were more transactions carried out from the 19th to the 24th February 2009 as evidenced by Document D. On this score, I have found that Mr Sakhawoth explained that the transaction report is not a reflection of all the transactions as they appear in Document D as the transaction report (Document H) only gives details of the transaction pertaining to the Rs 750,000 representing the money received by the

education trust from the Accused for the purchase of the plot of land as well as deposits at the bank for the same sum.

Upon the request of Learned Defence Counsel, Mr Sakhawoth brought a laptop in Court to show how transactions were recorded. The laptop contained the GNU software. Mr Sakhawoth clarified that in a row in the GNU software document, there are 2 headings, called withdrawal and deposit. If the deposit entry is filled, the withdrawal heading will appear when the row is clicked, and vice versa. If there is no preexisting entry, both headings will appear when clicked. Mr Sakhawoth then put the date, the description of the property and inserted the amount in the deposit box in the year 2009. The software was installed by Mr Zabil Raheeman.

In view of the above, I find that Mr Sakhawoth gave a clear and transparent picture of the procedure used to record the transactions in the GNU software. I find that Mr Sakhawoth credibly explained the input in relation to the different documents which constitutes reliable evidence of printout of transactions effected and recorded by Mr Sakhawoth. I have noted that the cheque of Rs 50,000 given by the Accused to buy the land has not been produced in this case but I find that this does not affect the merits of the present case which concerns the payment in cash by the Accused of Rs 750,000 only. I find that the testimony of Mr Sakhawoth was straightforward and reliable and he had no difficulty to explain the procedure in which he recorded the transactions.

The software used

It is the defence case that the GNU software program was never used in the education trust. However, Mr Sakhawoth maintained that the program was used. This has also been confirmed by Mr Hussenbocus who averred that the program was used from the years 2008 to 2011.

The line of cross-examination of the defence hinted towards a manipulation of the documents produced by the Prosecution witnesses. However, I have found that Mr Sakhawoth clearly explained how he inserted entries and printed the document (Document D) reflecting the transaction involving the Accused with the education trust. His version was corroborated by the version of Mr Hussenbocus. The latter confirmed that the Accused remitted the sum of Rs 750,000 in cash to Mr Sakhawoth. He maintained that the purpose of the remittance of money was for a sale transaction of a plot of land between the education trust and the Accused.

Mr Hussenbocus explained that the DOHA academy used the GNU cash software program from 2008 to 2011 and reiterated that any blank box clicked in a column will have the word in the heading of the column to appear in the box. The program was set up in 2008 and the screenshot of the document was effected on the 28th January 2014 at 14 59 for the purposes of producing same to the ICAC in relation to the present case.

The defence called Mr Reshad Deenmamode, an accountant whose services were retained by the Accused for an internal audit in the education trust. It concerned Rs 45 million received through the Accused for the education trust. In the midst of the enquiry, Mr Deenmamode discovered that there was money missing since 2005.

According to Mr Deenmamode who had access to the accounts of DOHA academy and the education trust, the GNU software has never been used. The software used was Quickbook. He added that the sequence of the numbers as figured in the printout of the transactions, Document D, was an impossibility as two entries could not have the same transaction number. According to Mr Deenmamode, the annual incoming cash flow return of the DOHA academy was about Rs 100 million comprising of Rs 55 million school fees, Rs 30 million charity donations, Rs 15 million contribution from gulf countries, Rs 3 million from parents, Rs 5 to 10 million of contributions as donations.

Document D was impounded and it is PC Sivapragassen who retrieved the impounded document. He explained in Court that GNU cash 2011 is a database file where records are kept. Therefore GNU cash 2011 could have been used in 2009 as GNU cash 2011 is a file name only. He also clarified that the same entry numbers for different transactions in the printout document D means that the number is not a unique identifier. In the present case, GNU cash with version 3.11 released on 26th June 2020 was used to retrieve the record of a GNU software installed prior to 2020.

In view of the above, I find that the version of PC Sivapragassen to be totally credible as he deposed in his capacity as an expert in IT. I am satisfied that there could have been a GNU cash 2011 database file in 2009 as this refers to a file name only. I am further satisfied that a GNU software of 2020 can be used to retrieve a record from a GNU software of another version, and hence the GNU cash version 3.11 used to retrieve a record prior to 2020, is reliable. With regards the different numbers pertaining to transactions in Document D, I find nothing sinister therein as the only definite conclusion of the repetition of numbers means that the numbers are not unique identifiers. The explanation of PC Sivapragassen is noteworthy in as much as there

is nothing in the computer system which states that there should be a number for each record. He even explained how a number can reappear on a following day.

I therefore find that the version of PC Sivapragassen whose testimony constitutes an objective and independent version, corroborates the version of the Prosecution witnesses that GNU cash was used as a software in the education trust and in 2009, there could have been a file name of 2011. I also do not find anything sinister in the repetition of numbers in the printout document D, as the software did not specify a mandatory requirement of a unique identifier.

Exempt transaction

In the statement given by the Accused at the ICAC, the Accused averred that he remitted money to Mr Sakhawoth to buy a portion of land. Learned Defence Counsel has drawn the attention of the Court that the Accused stated: “Le 19 fevrier 2009 mo ti fer ene depot de Rs 750,000 cash avec missie Imtiaz Sakhawoth, cash clerk dans l’ecole DOHA pou l’acquisition pou ene terrain pour Education Trust”. These words were construed by the defence to mean that the Accused gave Rs 750,000 to Mr Sakhawoth to purchase a portion of land for the education trust and therefore acted in his capacity as a trustee to buy a plot of land for the education trust. In Court, the Accused testified that he raised Rs 1 million from his family and people from the mosque to give to the education trust to buy a plot of land from Mr Bheenick.

Learned Counsel for the Prosecution has submitted that the words should be construed to mean that the Accused made a deposit of Rs 750,000 so that he could acquire a portion of land when the education trust became in possession of the land, hence he did not effect a commercial transaction at that stage.

I find that the deposit of Rs 750,000 by the Accused constitutes a commercial transaction. I say so because if the Accused gave Rs 750,000 to the education trust to buy a portion of land for the education trust, there would be no reason for a return of investment from the education trust to the Accused. It stands to reason that if the Accused made a deposit of Rs 750,000, it was in relation to a commercial transaction whereby the Accused would acquire property from the education trust.

Doc J produced in Court is a title deed evidencing that the education trust sold a portion of land to the Accused for Rs 1 million given by the Accused to the education trust as a consideration of the sale ‘hors vue du notaire’. I do not find credence in the argument of the defence that there were two separate and distinct transactions, that is, one where the Accused

remitted Rs 750,000 to the education trust for the education trust to acquire land and a second one where the Accused bought a portion of land from the education trust. I find that there was one transaction with one payment whereby the Accused paid Rs 750,000 in cash to the education trust, representing purchase money for a portion of land from the education trust.

Learned Defence Counsel has argued that the remittance of money by the Accused to the education trust constitutes an exempt transaction in view of the fact that the education trust is a charitable institution.

The Accused is charged with the offence of limitation of payment in cash in breach of sections 5(1) & 8 of the **Financial Intelligence and Anti Money Laundering Act (FIAMLA).** An exempt transaction has been defined in the Act as follows:

"exempt transaction" means a transaction –

(a) between the Bank of Mauritius and any other person;
(b) between a bank and another bank;
(c) between a bank and a financial institution;
(d) between a bank or a financial institution and a customer where –

(i) the transaction does not exceed an amount that is commensurate with the lawful activities of the customer, and –

(A) the customer is, at the time the transaction takes place, an established customer of the bank or financial institution; and
(B) the transaction consists of a deposit into, or withdrawal from, an account of a customer with the bank or financial institution; or

(ii) the chief executive officer or chief operating officer of the bank or financial institution, as the case may be, personally approves the transaction in accordance with any guidelines, instructions or rules issued by a supervisory authority in relation to exempt transactions; or

(e) between such other persons as may be prescribed.

In the case of **BEEZADHUR VS THE INDEPENDENT COMMISSION AGAINST CORRUPTION (2013) PRV 83**, the Judicial Committee of the Privy Council laid down as follows:

> "*The wording of the exemption must be looked at as a whole. It is concerned with "business activities" not just business in a loose general sense. Furthermore the emphasis is, not so much on the business activities as such, as on the nature and amount of the cash transactions, which must be "commensurate" with the activities of that business. This tends to support the Supreme Court's view that the exemption is directed at businesses, typically in the retail trade, in which substantial cash transactions are a routine activity and provide an appropriate comparison for the transactions in issue".*

The Court found that a charity collecting donations would be covered by the exemption.

Having said that, I have found that the exemption, if any, would apply to the education trust as a charitable institution, such that the education trust would be in position to be exempted from the exigencies of the limitation of payment in cash if the amount payable by the education trust is commensurate with its activities.

However, in the present case, the concern is about the Accused. It's not about *"a major charity collecting donations in cash and depositing them with its regular bank"* as referred to in the case of **BEEZADHUR VS THE INDEPENDENT COMMISSION AGAINST CORRUPTION**. Therefore, there is no exempt transaction having been carried out by the Accused since the Accused effected an individual commercial transaction when he purchased a portion of land from the education trust. If the Accused were to rely on the defence of exempt transaction, it would have been incumbent on the Accused to establish that he was an established customer and effected a payment commensurate with his lawful business activity. This is not the case. It is also not the case of the Prosecution witnesses that they received charity money from the Accused. In fact, the Accused has been involved in his personal capacity carrying out a single commercial activity. I therefore find that the transaction carried out by the Accused is not an exempt transaction.

I have also considered the legal connotation behind the payment from the Accused to the education trust. In the case of **ICAC VS SAUMTALLY A.S. (2016) SCJ 47**, the Court laid down as follows:

"The legal meaning of the word "payment" must be determined in the context in which the word is used in section 5(1) of the Act, which would include the policy and object of the legislation, and more particularly the mischief which Parliament intended to repress, as has been authoritatively laid down in ***Beezadhur v the Independent Commission Against Corruption [2014] UKPC 27****. In interpreting the Act, the Judicial Committee of the Privy Council laid stress on the need for "cash transactions" to be closely monitored and controlled in order to combat economic crime and money laundering. It endorsed the following statement made by the Supreme Court in* ***Abongo v The State*** [2009 SCJ 81] *and cited in part in* ***Meeajun v State*** [2011 SCJ 141]***:***

"[The 2002 Act was meant] essentially for the purpose of combating money laundering offences which had the potential of adversely affecting the social and economic set up, both at national and international level to such an extent that they may constitute serious threats not only to the financial system but also to national security, the rule of law and the democratic roots of society. By enacting sections 5, 6 and 8 of the Act, the policy of the legislator was clearly designed to achieve the compelling objective of safeguarding the national and international financial system against any disruptive intrusion which may be caused by the perpetrators of certain criminal activities …" [para. 8].

"Strict control of cash transactions was clearly seen as an important part of the strategy for countering financial abuse. The exemptions were narrowly defined, being directed principally at transactions under the control of the control bank, or between recognised banks and financial institutions."

In the case of **MEEAJUN VS THE STATE (2011) SCJ 141**, the mischief which section 5 of the **FIAMLA** intended to criminalize was explained as an engagement *"in any transaction in cash whether in Mauritian or foreign currency above the statutory limit".* In the present case, I find that the Accused effected a payment in excess of Rs 500,000 to the education trust in his personal capacity with the intention of a purchase of a plot of land and hence effected a payment in cash beyond Rs 500,000.

The statement of the Accused

I have noted that the Accused conceded in his statement to the ICAC that he gave money to the education trust for the purchase of a plot of land. He acknowledged that he made a payment of Rs 750,000 in cash. Investigator Sookun recorded the statement of the Accused and he maintained that the Accused gave his statement voluntarily and effected a confession that he made a payment of Rs 750,000 in cash. He denied that the Accused was accompanied by his accountant and categorically denied that he pushed away the accountant, Mr Deenmamode.

The Accused and Mr Deenmamode gave evidence in Court. They both explained that when they reached the ICAC, they were informed that the case against the Accused would not proceed. Mr Deenmamode was told that his services would not required, and therefore he did not enter the enquiry room. It is the version of the Accused that he allowed Mr Sookun to note down the statement and it was only when he was invited to insert his initials that he realized that Investigator Sookun has noted a confession.

I deem it to refer to the case of **GENEVIÈVE ALAIN STEEVE V THE STATE (2001) SCJ 159** where the Court referred to the case of **R V. BALDRY, CROWN CASES RESERVED: 1852, 169 E.R. 568,** as follows:

> *"In **R v. Baldry, Crown Cases Reserved: 1852, 169 E.R. 568,** Pollock C.B. explained in very clear terms the rationale of the rule which excludes a confession induced by threat or promise made by a person in authority. We believe there is a need to remind enquiring officers what that rationale is by quoting a passage from his judgment:*
>
> > *"The ground for not receiving such evidence is that it would not be safe to receive a statement made under any influence or fear. There is no presumption of law that it is false or that the law considers such statement cannot be relied upon; but such confessions are rejected because it is supposed that it would be dangerous to leave such evidence to the jury."*

Therefore a statement is only admissible in Court if that statement is given voluntarily by the Accused. In the case of **THE QUEEN v M. BOYJOO AND R.D. BOYJOO (1991) SCJ 379**, the Court referred to paragraph 3(e) of the Introductory notes to the Judges' Rules which explicitly lays down the principle of a voluntariness of a confession, namely that:

"It is a fundamental condition of the admissibility in evidence against any person equally of any oral answer given by that person to a question put by a police officer and of any statement made by that person, that it shall have been voluntary, in the sense that it has not been obtained from him by fear or prejudice or hope of advantage, exercised or held out by a person in authority or by oppression."

In the present case, I have taken note that the Accused gave his statement in presence of his Counsel as he was entitled to under section 10 of the Constitution. Even if the defence version was to be believed to the effect that the accountant was not allowed to be present when the Accused gave his statement, this does not mean that the Accused did not give his statement voluntarily as there was no legal obligation for the presence of an accountant at the time the statement was recorded. Moreover, irrespective of the nature of the case which was presented to the Accused by the ICAC officers, the Accused's duty to give a truthful statement should not have been affected.

I have further taken note, as per a letter sent by the Accused to the ICAC (Doc N), that the Accused is a highly educated person who has benefitted from a scholarship from the Government of Kuwait where he completed his secondary and tertiary studies. I find it hard to believe that the Accused would, without knowing, in the presence of his Counsel, cause his statement to be noted down without the Accused knowing the contents thereof. The Accused even affixed his signature at the end of his statement certifying that the statement was read over to him in presence of his Counsel. The version of the Accused that he never complained to his Counsel when he took cognizance of the contents of his statement because he retained services of Counsel for fear of police brutality only, rings untrue as there is no reason why the Accused would not have properly benefited from legal services.

There is no evidence that the Accused disputed the veracity of his statement prior to him coming to Court. I have borne in mind the dicta in the case of **RAMSARAN H.K. v THE STATE OF MAURITIUS (2013) SCJ 446** to the effect that:

"One cannot lose track of the fact that a retraction to a confession should be made at the earliest possible opportunity as a belated retraction loses its effectiveness due to delay".

I find that the Accused was aware of the contents of his statement which he gave voluntarily.

I further find that Investigator Sookun deposed well in Court. He spoke easily and fluently and stood up to cross-examination without waver to maintain that the Accused gave his statement voluntarily.

I therefore find that the Accused gave his statement voluntarily. I find that even if Document D was not shown to the Accused at the time his statement was recorded, it does not affect the voluntariness of his statement as the Accused made a clean breast of events readily, in presence of Counsel. I find that the confession of the Accused constitutes admissible evidence carrying the necessary weight since there is no evidence that same was given under the wrong circumstances. It is noteworthy that *"a voluntary confession by an accused party that was direct and positive and had been satisfactorily proved was the best evidence that could be produced by the prosecution against the accused*". **(RE: DPP VS J.P.AUMONT (1989) SCJ 338)**. I therefore find that the confession of the Accused is reliable evidence against him.

The bad blood with the Accused

Learned Defence Counsel has suggested that the charge against the Accused was a false and concocted one due to the bad blood existing between the Accused and Mr Sakhawoth and Mr Hussenbocus. I have considered the relationship existing between the parties. Mr Sakhawoth clarified that he was an attendant and was subsequently promoted as a clerk but the promotion was not given to him by Mr Hussenbocus, which means that Mr Sakhawoth had an independent relationship from Mr Hussenbocus.

It came to light that Quatar Government sent money to the education trust through the Accused for a mosque to be built. This was done before Mr Hussenbocus was appointed as a trustee. However, despite many letters sent by the Accused to Mr Hussenbocus and Mr Sakhawoth for information about the construction of the mosque and for which the Accused had to submit a report, they refused to impart the necessary information to the Accused. Mr Sakhawoth confirmed that he was instructed by Mr Hussenbocus not to give information to the Accused in relation to the mosque.

The Accused also leveled a declaration against Mr Sakhawoth and Mr Polin when he noticed discrepancies in the accounts of the education trust as Mr Sakhawoth was under 2 pay rolls. Mr Sakhawoth conceded that he had to attend Curepipe Court on a provisional charge but explained that the case did not concern the accounts of DOHA academy managed by the

education trust. Mr Hussenbocus, for his part, conceded that he was not on good terms with the Accused but averred that he had no ill feelings towards the latter.

I find that despite incidents which occurred at the education trust involving the Accused and the Prosecution witnesses, the purport of the present case is based on the purchase of a plot of land by the Accused from the education trust. I find that the Prosecution has clearly established the case against the Accused through the Accused's confession to the ICAC officers, the documents produced and the versions of the parties. Consequently, I do not find that the relationship existing between the parties has any bearing in the merits of this case. I find the version of the Prosecution witnesses to be corroborated and stands against the version of the defence such that I do not find any weight in the submissions of the defence that Mr Sakhawoth ought to have been prosecuted as an accomplice. I find the version of the defence that the case against the Accused is based on a revengeful act, to be untenable in the teeth of the credible Prosecution evidence against the Accused.

CONCLUSION

In light of the above, I find that the Prosecution has proved its case beyond reasonable doubt. I find the Accused guilty as charged with the offence of limitation of payment in cash in breach of sections 5(1) & 8 of the Financial Intelligence and Anti Money Laundering Act 2002 as amended by section 11(a) of Act 15/06.

Judgment delivered by: M.GAYAN-JAULIMSING, Magistrate, Intermediate Court

Judgment delivered on: 15th October 2020