

ICAC v Allykhan

2025 INT 7

IN THE INTERMEDIATE COURT (FINANCIAL CRIMES DIVISION)

CN FR/L/145/2020

In the matter of:

Independent Commission Against Corruption (ICAC)

V

Ibrahim Khalil Khan ALLYKHAN (Accused 1)

Shakil BAULUM (Accused 2)

Sooben Pillay ANAMALAY (Accused 4)

JUDGMENT

1. Accused 1, 2 and 4 stand charged under **Section 3 (1) (b), 6 (3) & 8** of the **Financial Intelligence and Anti Money Laundering Act¹ (FIAMLA)** for the offence of money laundering. When the information was lodged there were initially four accused parties. The fourth accused was Rahamatoollah Mahamoodally (he was Accused No 3 in the information). On the 18th October 2018 a discontinuance of proceedings (D.O.P) was filed with regard to Rahamatoollah Mahamoodally who was being prosecuted under Counts 5 to 7. As a result of the D.O.P counts 5 to 7 against Rahamatoollah Mahamoodally were discontinued. Rahamatoollah Mahamoodally is therefore no longer an accused party in the present proceedings.

¹ The **Financial Crimes Commission Act (FCC) 2023** has amended and to some extent superseded but not repealed **the FIAMLA**; with effect by Proclamation No. 10 of 2024 Government Gazette of Mauritius No. 30 of 29 March 2024.

2. This case had already started on the 10th June 2019 before another bench of the Intermediate Court (Criminal) Division. On the 10th November 2020 pursuant to an order made under Section 80A (2) of the Courts Act this case was referred to the Financial Crimes Division (FCD). And consequent to the order and arraignment, on the 29th September 2021 this case was restarted. Under all counts A1, A2 and A4 pleaded not guilty and retained the services of counsel.

3. Under Count 1 Accused no 1 (A1) stands charged for having received property Rs 28,000 which is in whole directly represented the proceeds of crime. Under Count 2 A1 stands charged for being possession of property Rs 73,000 which in whole directly represented proceeds of crime. Under Count 3 A1 stands charged for being in possession of property Rs 19,100 which in whole directly represented proceeds of crime. Under Count 4 Accused 2 (A2) stands charged for being in possession in his bank account no 34551841 the sum of Rs 20,963 which in whole directly represented proceeds of crime. Under Count 8 Accused 4 (A4) stands charged being in possession of property namely part of the sum of Rs 85,000 which in whole directly represented proceeds of crime originating from the offence of swindling. Under Count 9 A4 stands charged for being in possession of property Rs 93,000 which in whole directly represented proceeds of crime.

4. The prosecution's information avers under all counts that all three accused had the relevant *mens rea* namely reasonable grounds for suspecting that the property were proceeds of crime. The *actus reus* is being in possession of proceeds of crime. In a nutshell the prosecution's case against A1, A2 and A4 is that they have been involved with the complicity of other persons in pre-arranged car accidents. In fact as a result of these made up car accidents, the three accused have been indemnified by insurance companies and sums of money have been remitted to them. This plot has been discovered later on by the insurance companies who then informed the ICAC about this fraudulent scheme.

5. This scheme is known as a 'crash for cash' whereby the persons involved either as owners of the vehicles or drivers premeditate, organise and make car accidents with the objective of obtaining indemnity from the insurer of the vehicles. Basically, it the aim is to defraud the insurance company.

6. The sums of money that are mentioned under Counts 1,2,3,4,8 and 9 is money received by the accused from insurance companies. The issue in the present matter is therefore whether these sums of money are “cash for crash” money and if the answer is affirmative then this money amounts to proceeds of crime.

7. On the 29th September 2021 the prosecution opened its case by calling witness 2 Mr Sahye who is an investigator at the Independent Commission against Corruption (ICAC)². In examination in chief witness 2 identified and read the out of court statement of A1 dated 23/7/2009 recorded at the ICAC at 7:55 a.m. The statement was marked anew as **DOC AA**. Thereafter Counsel for Accused 1 confronted witness 2 with the fact that the Judges Rules was not complied with whereby accused 1 was not allowed any break during the nearly five hour interview at the ICAC. Also defence counsel for accused 1 put to witness 2 that the ICAC has not prosecuted accused 1 regarding certain factual allegations that were enquired upon and that the allegations against accused 1 at most can only amount to mere suspicion instead of reasonable suspicion. Witness 2 replied that:

A: Votre Honneur, au fait l'assurance, Insurance Association ti rapport ki capave enan ene fraude l'assurance ki pe derouler et lera kinn nous finne initier l'enquete et durant l'enquete nous finn trouve plusieurs vehicules, avec le meme propriétaire a different dates, ti impliquer dans bann different accidents et noune recevoir bann document depi la banque, depi Lising so bann cheque ki noune trouver ki ca bann personnes la li pas capave a chaque fois meme l'auto impliquer dans 5 different accident avec le meme propriétaire, le meme chauffeur. C'est ca ki noune gagne reasonable suspicion pour croire ki l'accident c'était fabrique.³

8. Counsel for accused 2 did not have any cross-examination.

² ICAC is now the Financial Crimes Commission (FCC) pursuant to the **Financial Crimes Commission Act (FCC) 2023**.

³ Page 31 of record of proceedings of court sitting 29th September 2021.

9. Counsel for accused 4 cross-examined witness 2 about “reasonable suspicion.” Witness 2 pointed out that the ICAC did not carry out a “guess work” and that according to the investigation the accidents had been staged.
10. On the 10th December 2021 the prosecution called Investigator Kowlessur posted at the ICAC who identified, read and produced the out of court statement of accused 2 recorded at the ICAC on the 17th September 2009 at 10:05 hrs. The statement was marked as **DOC BB**. In examination in chief witness 2 also produced a discharge form which was marked anew as **DOC CC**.
11. Counsel for accused no 1 and 4 did not have any cross-examination.
12. Counsel for accused 2 cross-examined witness 2 regarding his participation at the enquiry level. Witness 2 replied that his participation was limited to the recording of the statement. Subsequently, counsel for 2 questioned witness 2 about the insurance companies that made the payments to accused 2 following the accidents which occurred. Counsel told witness 2 that if these payments had been made therefore, the insurance must have been convinced of the truth of those accidents and that there was nothing “fishy” about the accident claims that accused 2 had made. Witness stated that:
- A: Oui, si l'assurance ti ena banne suspicion, ena banne donnees ki capave zotte pas ti ena a l'epoque ki zotte fine faire le paiement.*
13. On the 11th January 2022 prosecution called witness 1 Investigator Ramsoroop who identified, read and produced
- The second out of court statement of accused 1 recorded at the ICAC on the 9th November 2009 at 09:50 hrs. This statement was marked anew as **DOC AA1**.
 - The out of court statement of accused 4 recorded at the ICAC on the 21st April 2010 at 13:30 hrs. This statement was marked anew as **DOC DD**.
 - A motor claim from GFA insurance marked anew as **DOC EE**.
 - A discharge certificate marked anew as **DOC FF**.
14. Counsel for Accused 2 and 4 did not cross-examine witness 1. Counsel for Accused 1 cross-examined witness 1 regarding the persons who had been mentioned in his out

of court statement namely one Mrs Khalil Ramoly and Chutoye and whether statements were recorded by the ICAC from those two persons. Witness 1 replied that he does not know.

15. After witness 1 had testified, prosecution called witness 9 SI Papin who is posted at the ICAC. In examination in chief witness 9 confirmed that she is the main enquiring officer who worked under the supervision CI Seeruttun. SI Papin gave evidence to the effect that she has conducted an enquiry into the present case and she found out that:

A: L'analyse ine revele qui 4 main kitchose. Premier Kitchose ce qui ena ene link entre banne different personnes qui ine involve dans accident. Qui qualite link ? C'est banne family ties. Ca veut dire c'était beau-frere, belle-sœur, banne different dimoune involve dans accident la, que ce soit au niveau banne registered owner, c'est-a-dire proprietaire loto ou que ce soit tant que chauffeur. Deuxieme kitchose, si li pas ti family ties, li ti aussi banne acquaintances, banne dimoune qui cone zotte camarade. Deuxieme kitchose ce qui le vehicle had previously been involved in the same accident...

16. At page 16 of the transcript of the record of proceedings of the Court sitting of the 11th January 2022 SI Papin adds that all these cars which have been involved in previous accidents, were in fact "sous le controle de ene seule dimoune." That person is one "Noorhossen Ramoly." SI Papin states that these cars have been involved in nearly sixty (60) accidents.

17. In her examination in chief SI Papin points out that:

A: Ena accident dans 23 Mars 2003 a cote Mons. Baulam implique. Ena accident 10 Septembre 2003 a cote Mons. Allykhan implique. Ene l'autre accident cote li implique accident Octobre 2005 et a cote Mons. Allykhan et Mons. Anamalay implique.

18. The prosecution then went on to ask SI Papin to explain the accidents which occurred:

A: Ti ena loto qui enregistre lors nom Mons. Allykhan, loto 2929 NV 92. Ti ena loto 2130 ZE 92 qui enregistre lors nom ene Mons. Jaumrally mais sa l'heure la, li ti p condire par Mons.

Ramoly et ti ena ene l'autre loto 1085 JL 92 qui enregistre lors nom Mme. Chummun qui pour Mons. Ramoly.

Ca c'est accident a cote loto 2929 de Mons. Allykhan implique. L'enquete fine demontrer a travers banne documents qui loto 1085 et qui loto qui enregistre lors nom Mons. Allykhan, li fine implique dans ene l'autre accident presque exactement 1 an avant. Ca veut dire nous p coze Septembre 2002.

Apres, l'enquete fine revele et fine confirmer par Mons. Allykhan dans so statement qui loto 2929, so acquisition ine faire a 50% par Mons. Ramoly. Ca veut dire l'enquete fine revele qui pour sa accident la, nous ena 3 vehicules, tous les 3...nous ena 3 lotos qui ti sous control de Mons. Ramoly et loto de Mons. Allykhan li fine achete a 50% par Mons. Ramoly. Ca c'est le premier accident pour Mons. Allykhan.

Q: Maintenant nous vine l'accident du 23 Mars 2003. Eski ou capave dire nous qui banne loto ti implique dans sa accident la ?

A : Oui accident pour le 23 Mars la, c'était Mons. Baulum. Dans sa accident la, document fine montrer qui ena deux les autres loto, ena loto BA 252 qui propriétaire c'est Mons. Ramoly cote ti p condire par li meme et nous ena loto Mons. Baulum 8865 et ene l'autre loto qui loto de Mme. Faulkun. Mme. Faulkun c'est la belle sœur de Mons. Ramoly. Belle sœur dans le sens, elle est mariee au frere de Mons. Ramoly et zotte tout reste dans meme la cour. Ca qui l'enquete ine revele.

Et aussi quand noun prend l'enquete avec banne chauffeurs de sa banne accidents la, ena au moins 1 de banne chauffeurs la qui ine dire que oui, ine confirmer avec moi qui l'accident la ene stage one.

19. At page 35 of of the transcript of the record of proceedings of the Court sitting of the 11th January 2022 SI Papin further elaborates on the accident and mentions that:

A: Maintenant par rapport a l'autre accident la, mone fini dire zotte par rapport a accident de Mons. Allykhan en 2003. Ti ena aussi ene l'autre accident le 9 Octobre 2005 a cote cette fois le vehicule de Mons. Allykhan ine reported dans ene accident a cote ti ena plusieurs les autres

vehicules, 4 les autres vehicules. La aussi, l'enquete ine revele qui ena banne family ties, acquaintances de sa banne...parmi banne chauffeurs et owners de sa banne vehicules la. Pour sa accident la, nous ena donc la voiture de Mons. Allykhan, K495 a cote l'enquete fine revele que Mons. Allykhan tip rend ene loan a cote c'est Mons. Ramoly qui fine faire banne demarches pour le loan.

L'autre fait de l'enquete la, nous fine trouve que la voiture de Mons. Anamalay c'est la voiture 1684 ZP 01, li ti prend sa avec ene leasing company, GDL et the guarantors, dimoune qui ine deboute garantie pour l'acquisition de cette voiture la, c'est Mons. Ramoly et nous fine aussi trouve d'apres banne documents qui 3 jours avant l'accident, c'est-à-dire le 6 Octobre 2005 que Mons. Ramoly fine paye ene cheque de Rs 25,000/- to the insurance company to the leasing company for the car pour banne arrierages qui ti ena par rapport a la voiture.

Maintenant circonstances de l'accident, nous ena bien sure Mons. Anamalay qui so loto ti implique dans l'accident, ti ena aussi loto de son cousin, Mons. Kishna Reddy. Et nous ena aussi drivers qui fine dire qui...

20. In examination in chief SI Papin produced the following documents:

- Document from Island General Insurance marked as **DOC GG.**
- Bank statement for MCB savings account No 342589660 of A1 marked as **DOC HH.**
- Bank statement for MCB savings account No 342551841 of A2 marked as **DOC JJ.**
- Acknowledgement receipt of payment effected by State Insurance Company of Mauritius Ltd (SICOM) and Memo from SICOM marked as **DOC KK** and **KK1.**
- Discharge certificate from SICOM marked as **DOC LL.**
- Discharge certificate from Albatross marked as **DOC MM.**

21. There was no cross-examination for SI Papin by counsel for the respective accused parties.

22. On the 2nd March 2022 the prosecution called Jean Yves Chauveau witness 7 who was formerly employed as Senior Claims Handler at Albatross. Witness 7 explained the applicable procedure for an accident claim in 2005. Namely the client had to fill a claim

form with all the particulars of the accident. Witness 7 identified **DOC MM** and told the court that this document:

C'est ene release accompagner avec paiement qui ti faire par cheque a l'epoque donc c'est ene release qui adresser au proprietaire vehicules assure a l'epoque a Albatross. Donc sa document la certifier qui client la ine accepter la somme de 93 000 roupies in full and final settlement pour banne reparation lors vehicules immaculer 1684 ZP 01 et faisant suit a ene accident arriver le 09 Octobre 2005.

23. Witness 7 thereafter identified and produced a claim form which was marked as **DOC NN**. This document according to witness 7 is a claim form which was filled by the driver of the vehicle 1684 ZP 01 Louis Jimmy Marthe and Mrs Annamalay the subscriber of the insurance policy. Witness 7 concluded that a surveyor was appointed regarding this accident claim and that he could not recollect exactly whom he met at the material time regarding this claim.
24. Witness 7 was not cross-examined by Counsel for A1, A2 and A4.
25. On the 14th April 2022 witness 14 Jean Jacques Ling Wan Sang and witness 9 Louis Jacquelin Fine were called by the prosecution.
26. Witness 14 explained that in 2007 he was the money laundering reporting officer at La Prudence Insurance and that he produced some documents to the ICAC. Witness 14 confirmed and identified **DOC GG** as one of those documents. Witness 14 said that this document is a discharge certificate that A1 has signed for an amount of Rs 28,000. This discharge certificate is in relation to cars 2330 ZE 92, 2929 NV 92 and 1085 JL 92. Witness 14 also identified and produced a vehicle claim form and its attachments numbered MK 743 which was marked as **DOC PP**.
27. Witness 14 was cross-examined by Counsel for Accused No 1 who questioned witness 14 about the procedure which was adopted regarding payment of the claim of Rs 28,000 which was effected. Witness 14 replied that he was not able to give precisions about the payment and the applicable policy. Counsel for A2 and A4 did not cross-examine witness 14.

28. Witness 9 gave evidence to the effect that in January 1986 he joined SICOM as clerical officer. In 1998 he was at the claims department and that at the time of the enquiry he was the team leader in the underwriting department of SICOM. Witness 9 identified **DOC LL** which is a claim file bearing reference No. MT05/0813. Witness 9 subsequently explained that this form is in relation to an accident which occurred on 9th October 2005 whereby one Mr Kistnareddy was the person who was insured with SICOM. The insured car is K945. Witness 9 testified that *“Mr Kistnareddy said that he was driving his car when he knocked against a car just in front of him when he could not brake on time and there was a subsequent accident in front of him.”* Witness 9 added that *“SICOM made a survey of the car, of the car just in front of us, just in front of our insured, SICOM’s insured, we surveyed the vehicle and wait for the report, various reports to know the outcome of the accident.”*
29. Witness 9 said SICOM awaited for the police report to know if the accident was genuine and that payment was effected only to SICOM’s insured and not *“for the car in front.”* *“Because when SICOM was investigating to know the circumstances of the accident because there were several vehicles involved in the accident, so there were some time taken to enquire about the circumstances of the accident.”* Witness 9 stated that he did not *“get any outcome”* as regards his investigation and that Rs 85,000 was paid to Mr Kistnareddy and Rs 19,100 to Mr Allykhan (A1) respectively.
30. In cross-examination by counsel for A1 witness 9 conceded that payment was effected as there was no outcome of the investigation of the accident carried out by SICOM. Counsel for A2 and A4 did not cross-examine witness 9.
31. On the 12th July 2022 the prosecution called witness 6 Mr Pravesh Purgass and Witness 10 Mr Aadil Faad Deenoo.
32. The gist of the testimony of witness 6 is that initially witness 6 spoke about his general analysis of the accidents which occurred and when his memory was refreshed by the prosecution he replied that:
- Alors d’abord si mo pas trompe, mo ti assiste par ene Avocat de la societe d’assurance a cette epoque-la et sa declaration la c’est pour transmettre a l’ICAC ene serie des donnees qui nous ti appelle banne anomalies qui nous ti constate par rapport a banne accidents en automobile impliquant plusieurs types des vehicules ou banne protagonistes impliquees.*

33. Witness 6 concluded his examination in chief by saying:

A: Banne procedure voudrait qui nous demande nous banne expert automobile pour examine banne dommages sa banne machine la et aussi guetter si pas sa circonstance accident qui ine declarer la sur le lieu par rapport a banne dommage si pas li corrobore par rapport a sa...donc nous pour aussi potentiellement guette ene ti peu dans banne database qui existe si sa banne vehicule la possiblement ti implique dans banne les autres accidents.

34. There was no cross-examination for witness 6.

35. Witness 10 Mr Aadil Faad Deenoo was called by the prosecution to testify under oath. Initially witness 10 gave an indication about his ties with one Mr Ramoly and that he used to wash and sometimes rent the latter's car. When witness 10 was asked by the prosecution about the accident which occurred involving a car belonging to Mr Ramoly, witness 10 said that he could not recollect and despite this procedure being initiated, according to prosecution, witness 10's testimony was still "inconsistent." The matter was then fixed for stand/arguments following the objection raised by the defence. On the 25th August 2022, witness 10 was called anew to be examined in chief by the prosecution and there was no objection by the defence anymore. Witness 10's memory was again refreshed by the prosecution regarding the contents of his statement which he gave to the ICAC on the 2nd April 2009. Thereafter, witness 10 agreed with the uncontentious parts of his statement but still maintained throughout that "*mo pas rappelle*" when he was asked about being the driver of Mr Ramoly's car which was involved in made up accidents.

36. In cross-examination by counsel for A1, witness 10 conceded that he is unaware of the made up accidents regarding Mr Ramoly. There was no cross-examination by counsel for A2 and 4 who was *inops consili* on that day.

37. On the 11th December 2022 the prosecution called witness 12 Mr Sheik Mohammed Ackmez Sakhabuth and witness 13 Yousouf Islam.

38. In examination in chief witness 12 initially produced a motor vehicles claim form which was marked as DOC QQ. When witness 12 was asked by the prosecution about the accident involving cars 891 ZF 92, BA 252 and 8865, witness 12 replied that he could not remember what happened. Throughout his examination in chief despite having his memory refreshed by the prosecution, witness 12 stated that he could not recollect anything and Witness 12 later refused to identify the document which was shown to him by the prosecution and which had already been marked QQ. After witness 12 maintained his stand, the prosecution moved that witness be treated as hostile and leave was granted. When he was cross-examined by the prosecution, even then, witness 12 stated that "*Non, mo pena souvenir de nanrien, Votre Honneur.*" Witness 12 was not cross-examined by the defence.
39. Witness 13 Yousouf Islam's testimony was analogous to that of witness 12. Witness 13 despite being treated as hostile repeatedly maintained he could not remember anything. He was not cross-examined by the defence.
40. On the 26th July 2023 the prosecution called a representative of witness No 16 Mauritian Eagle Co Ltd Mrs Melany Bayaram Insurance Officer in order to cater for the refusal of witness 12 to identify this document. Thus, Mrs Bayaram produced a motor vehicle claim form. The marking was maintained as QQ. Mrs Bayaram was not cross-examined by defence counsel.
41. On that day the prosecution also called Mr Sailesh Rughoodoss witness 11 who straightforwardly stated that he had been instructed to bear the responsibility in a road accident in exchange of money at Roche Bois. The car which was implicated in which he was sitting was driven by A4. The purpose of that accident according to witness Rughoodoss was: "*nous nous paraitre ne tort.*" The accident involved several other vehicles. The accident was reported at the police station. In cross-examination by counsel for A4, witness 11 maintained that he was speaking the truth and disagreed with the fact that he has an axe to grind or had been prompted to testify in this case.
42. Following the testimony of witness 11, the prosecution closed its case. Counsel for A1, A2 did not call evidence and closed their case as well. Counsel for A4 called A4 under oath. A4 gave evidence to the effect that witness 11 has given a false testimony against him. In cross-examination A4 was confronted by the prosecution regarding his sources

of income and whether he had received money from Mr Kistnareddy. A4 denied having been engaged in any fraudulent transactions.

43. On the 2nd August 2024 the matter came for submissions and the prosecution and defence respectively addressed this court on the applicable law and the evidence on record. This court has carefully assessed these submissions and the evidence on record.

44. The facts in this case falls squarely within the ambit of the “cash for crash” fraudulent schemes.

45. In similar circumstances involving fraudulent insurance claims accused parties have been convicted in the UK. And their convictions have been upheld by the Court of Appeal in the UK by Lord Justice Fulford in **R v Cook (Nicola) (2017) [2017] EWCA Crim 353**.

46. In **Cook** the facts were as follows:

4. The case against the applicant was that she played a relatively minor part in an extensive piece of criminality involving a large number of defendants who were involved in a conspiracy to defraud money from a variety of insurance companies. The modus operandi was that of the well-known "cash for crash" deception, involving staged or non-existent accidents. It was said to have been operated from premises trading as a garage called Easifix. The central conspirators were Byron, Peter and Rachel Yandell. This extensive criminality was reflected in a series of indictments, and the particular conspiracy alleged against the applicant involved claims for an accident which was said to have occurred on 8 August 2009. The co-conspirators named with the applicant on that count were Byron, Rachel and Peter Yandell, Jonathan Cook, Alan Williams, Darren Hillman, Terence Lee and Emma Lee. A collision between a Land Rover Discovery and a Mitsubishi Pajero on 8 August 2009 was reported to two insurance companies. The Discovery was said to have pulled out in front of the Pajero causing the latter to collide with the rear offside door of the Discovery. Darren Hillman was purportedly driving the Discovery with Terence and Emma Lee as passengers. Jonathan Cook was alleged to have been driving the Pajero with Nicola Cook and Alan Williams as passengers. £37,803.73 was paid by Aviva to the occupants of both vehicles in respect of the damage to them, personal injuries and legal costs. There was further loss to the insurance industry of £16,609.03 following legal

claims. The applicant received a payment of £6,000 on 30 December 2010 for alleged personal injury.

5. The prosecution case was the accident was a fiction and that the claim was entirely fraudulent.

47. In further cases in the UK namely in **R v Hillaman (Sabaoon) & Anr (2013) [2013] EWCA Crim 1022; R v Hussain [2021] EWCA Crim 1002; R v Samra (Bobby) & Anr (2014) [2014] EWCA Crim 2748; R v Sayers (Kim) & Anr (2014) [2014] EWCA Crim 2157; R v Islam-Miah (Shahrear) (2018) [2018] EWCA Crim 1400;** “the cash for crash” schemes have been identified and accused parties have been convicted.

48. These cases are very similar to the present matter which is before this Bench.

49. In the present matter, it would not be profitable to rehearse at great length anew the salient facts of this case as these facts have already been set out extensively in the present judgment. The reasons upon which this court bases itself factually to find that A1, A2 and A4 have been involved in “cash for crash” schemes as identified in **R v Cook (Nicola) (2017) [2017] EWCA Crim 353** and have breached **Section 3 (1) (b), 6 (3) & 8 of the Financial Intelligence and Anti Money Laundering Act** are as follows:

(a) SI Papin has explained in a very thorough manner the enquiry she carried out and how the ICAC has uncovered these false insurance claims made by the respective accused parties. She explained that her enquiry lead to the conclusion that the ICAC in presence of “made up” or “Staged” accidents that had been done with a view to defraud insurance companies.

(b) Her testimony has been unshaken in cross-examination.

(c) Furthermore, this Court finds it unconceivable as pointed out by the representative of the Insurance companies that the same cars as owned by the respective accused could be involved in repetitive road accidents so recurrently.

(d) In fact, Mr Sailesh Rughoodoss witness 11 has clearly explained the “modus operandi” of these staged accidents and pointed out how in a particular situation that he was designated to bear the responsibility.

50. It is trite law as pointed out in **Antoine v The State 2009 SCJ 328** that “reasonable suspicion” is the required mental element for money laundering cases. In the present situation, the prosecution has proved how the accused parties have received insurance monies involved in the fraudulent road accident cases on their respective bank accounts. This court therefore finds that that A1, A2 and A4 reasonably suspected that these money were proceeds of crime.

51. For these reasons, this court finds that the prosecution has proved its case beyond reasonable doubt against Accused 1, Accused 2 and Accused 4. This court finds Accused 1, 2 and 4 guilty as charged.

A.Joypaul

Intermediate Court Magistrate

Financial Crimes Division