

Police v Mulloo and Ors Sentence

2026 INT 95

FCD CN: FR/L13/2023

IN THE INTERMEDIATE COURT OF MAURITIUS
(FINANCIAL CRIMES DIVISION)

In the matter of:

STATE

V

- 1. Darmendra MULLOO**
- 2. Chandra Prakashsingh DIP**
- 3. Sheik Mohammed Khadafi JANY**
- 4. Muhammad Irfaan HAUSMUDDY**
- 5. Muhammad Saif Ullah MAULABOKSH**

SENTENCE

A. BACKGROUND

1. All 5 accused were prosecuted for money laundering offences in breach of **sections 3, 6 and 8 of the Financial Intelligence and Anti-Money Laundering Act 2002 (the ‘FIAMLA’)**. Accused no.4 was also prosecuted for Electronic Fraud Offences in breach of **section 10 (a) of the Computer Misuse and Cybercrime Act**.
2. After accused no.1, 2, 3 and 5 pleaded guilty, a Discontinuance of Proceedings was filed against accused 4 on the 10th April 2025 and he was prosecuted on a separate Information. Accused no.1, 2, 3 and 5 were represented by Counsels, Mr. S. Goolamally, Mr. S. Seebaruth, Miss N. Baulackey and Mr. I. Mamoojee, SC, respectively.
3. The case for the Prosecution was conducted by Mrs. V. P. Veerabudren, Senior Assistant DPP.
4. A hearing was conducted following the guilty plea of accused no.1, 2, 3 and 5 after which they were convicted for the charges against them.

B. EVIDENCE ADDUCED BY THE PROSECUTION DURING THE HEARING

a. Evidence of Mr. Mohamad Issa Soormally (witness no.3)

5. In 2011, Mr. Mohamad Issa Soormally (witness no.3) was the Vice-President of Bramer Bank Mauritius. He stated that in 2011, there were two formal complaints made by two Global Business clients, namely Mr. Carreira and Mr. Serra. Their offshore accounts, in US Dollars and Euros respectively, were being handled by Mr. Irfaan Hausmuddy and Mr. Younoussé Katoaroo, who were both employees of the bank at that time. A full audit investigation, at the level of the bank, was made. He explained that for such offshore accounts, whenever transfer of funds is made, it is by SWIFT transfer with the account to be debited specified, the beneficiary account specified together with the signature of the client, all being done electronically. Mr. Irfaan Hausmuddy was the maker whilst Mr. Younoussé Katoaroo was the checker of any transfer of funds made from the offshore accounts of Mr. Carreira and Mr. Serra. The bank investigation revealed that Rs. 80 million had been defrauded. He produced an email from Mr. Carreira which triggered all the enquiry at Bramer Bank (**Doc AB**), latter's statement of account (**Doc AC**), an email from Mr. Carreira to Mr. Irfaan Hausmuddy and Younoussé Katoaroo asking to be refunded his money (**Doc AD**) and a letter to the Bramer Bank from Mr. Carreira to the effect that he was defrauded of US \$ 725,000/- (**Doc AE**). He also further produced an email sent by Mr. Serra to the effect that he was defrauded Euros 807,000/- (**Doc AF**), a document showing 14 fraudulent transactions in the account of Mr. Serra and beneficiaries thereof (**Doc AG**). The money defrauded was refunded by the bank to Mr. Carreira and Mr. Serra. However, the money defrauded was not recovered.
6. Mr. Mohamad Issa Soormally (witness no.3) also produced:
 - (i) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 15,000/- (**Doc AH**);
 - (ii) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 100,000/- (**Doc AJ**) – **Count 175**;
 - (iii) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 100,000/- (**Doc AK**);
 - (iv) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 50,000/- (**Doc AL**);

- (v) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 100,000/- (**Doc AM**) – **Count 176**;
- (vi) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 50,000/- (**Doc AN**);

- (vii) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 50,000/- (**Doc AP**) – **Count 177**;

- (viii) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 50,000/- (**Doc AQ**) – **Count 178**;

- (ix) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 30,000/- (**Doc AR**);

- (x) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 50,000/- (**Doc AS**) – **Count 179**;

- (xi) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 60,000/- (**Doc AT**) – **Count 180**;

- (xii) an application for swift transfer at Bramer Bank from the account of Mr. Carreira for USD 65,000/- (**Doc AU**) – **Count 181**;

- (xiii) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 75,000/- (**Doc AV**);

- (xiv) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 37,556.93/- (**Doc AW**) – **Count 173**;

- (xv) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 50,125/- (**Doc AX**) – **Count 174**;

- (xvi) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 35,700/- (**Doc AY**) – **Count 163**;

- (xvii) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 21,534/- (**Doc AZ**) – **Count 164**;

- (xviii) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 31,855/- (**Doc BA**) – **Count 182**;
- (xix) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 20,017/- (**Doc BB**);
- (xx) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 13,892/- (**Doc BC**) – **Count 165**;
- (xxi) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 16,270/- (**Doc BD**) – **Count 166**;
- (xxii) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 15,018/- (**Doc BE**) – **Count 167**;
- (xxiii) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 20,900/- (**Doc BF**) – **Count 183**;
- (xxiv) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 16,500/- (**Doc BG**) – **Count 168**;
- (xxv) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 21,778/- (**Doc BH**) – **Count 184**;
- (xxvi) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 35,000/- (**Doc BJ**) – **Count 169**;
- (xxvii) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 25,000/- (**Doc BK**) – **Count 185**;
- (xxviii) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 35,000/- (**Doc BL**) – **Count 170**;
- (xxix) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 30,000/- (**Doc BM**) – **Count 171**;
- (xxx) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 30,000/- (**Doc BN**) – **Count 186**;

- (xxxix) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 40,000/- (**Doc BP**) – **Count 187**;
- (xxxii) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 20,000/- (**Doc BQ**) – **Count 188**;
- (xxxiii) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 45,000/- (**Doc BR**) – **Count 189**;
- (xxxiv) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 45,000/- (**Doc BS**) – **Count 190**;
- (xxxv) an application for swift transfer at Bramer Bank from the account of Mr. Serra for Euros 50,000/- (**Doc BT**) – **Count 172**;
- (xxxvi) a statement of account of Mr. Serra for Smart City SA Company for the period 28th September 2006 to 15th August 2011 (**Doc BU**); and
- (xxxvii) a statement of account for Mr. Carreira for the period 12 January 2011 to 25th April 2011 (**Doc BV**).

7. During the cross examination of Mr. Mohamad Issa Soormally (witness no.3), it came out that:
- (i) the only way that fraud occurred was through employees of the bank, namely Mr. Irfaan Hausmuddy and Mr. Younoussé Katoaroo, who had all the necessary banking information about those offshore clients;
 - (ii) Mr. Younoussé Katoaroo was speaking to those offshore clients on a one-to-one basis;
 - (iii) from the perspective of the bank, Mr. Irfaan Hausmuddy and Mr. Younoussé Katoaroo were responsible for the fraud which they committed through electronic frauds orchestrated and executed by them with Mr. Younoussé Katoaroo as team leader and ringleader;
 - (iv) Mr. Younoussé Katoaroo, by mail, initially informed Mr. Carreira that the amount missing was USD 210,000/-. It is only when Mr. Carreira replied that he was not agreeable to that amount that Mr. Younoussé Katoaroo admitted that the amount missing was USD 725,000/- and told Mr. Carreira that he taken that money as a bank guarantee; and

(v) he could neither confirm and not is he aware whether the sum of Rs. 300,000/- and Rs. 900,000/- went to Yeschem Co. Ltd and thereafter went to Mr. Irfaan Hausmuddy and Mr. Younousse Katoaroo respectively.

b. Evidence Mr. Seeruthun (witness no.41)

8. Mr. Seeruthun (witness no.41) was a Chief Investigator for the ICAC at the time of enquiry into the present case. He produced:
- (i) a cheque issued by Nik Tyres Centre Co. Ltd to Mr. Sanjay Kumar Mulloo for the sum of Rs. 400,000/- - **Count 1 (Doc BW1)**;
 - (ii) a cheque issued by Nik Tyres Centre Co. Ltd to Mrs. Parmeshwaree Mulloo for the sum of Rs. 250,000/- - **Count 2 (Doc BW2)**;
 - (iii) a cheque issued by Nik Tyres Centre Co. Ltd to be paid in cash for the sum of Rs. 30,000/- - **Count 3 (Doc BW3)**;
 - (iv) a cheque issued by Nik Tyres Centre Co. Ltd to Mr. Krishna Padaruth for the sum of Rs. 14,985/- - **Count 4 (Doc BW4)**;
 - (v) a cheque issued by Nik Tyres Centre Co. Ltd to Mr. A. Aumeer for the sum of Rs. 10,000/- - **Count 5 (Doc BW5)**;
 - (vi) a cheque issued by Nik Tyres Centre Co. Ltd to Techtonic Ltd for the sum of Rs. 12,950/- - **Count 6 (Doc BW6)**;
 - (vii) a cheque issued by Nik Tyres Centre Co. Ltd to Leal & Co Ltd for the sum of Rs. 50,000/- - **Count 7 (Doc BW7)**;
 - (viii) a cheque issued by Nik Tyres Centre Co. Ltd to R&S Electrical Contracting Ltd for the sum of Rs. 150,000/- - **Count 8 (Doc BW8)**;
 - (ix) a cheque issued by Nik Tyres Centre Co. Ltd to Mr. Krishna Padaruth for the sum of Rs. 34,000/- - **Count 9 (Doc BW9)**;
 - (x) a cash deposit receipt under the name of Nik Tyres Centre Co. Ltd for the sum of Rs. 300,000/- - **Count 10 (Doc BW10)**;

- (xi) a cheque issued by Nik Tyres Centre Co. Ltd to Leal & Co Ltd for the sum of Rs. 9,959/-
- **Count 11** (Doc BW11);
- (xii) a cheque issued by Nik Tyres Centre Co. Ltd to Mr. Ervin Cornette for the sum of Rs.
30,000/- - **Count 12** (Doc BW12);
- (xiii) a cheque issued by Nik Tyres Centre Co. Ltd to be paid in cash for the sum of Rs.
55,000/- - **Count 13** (Doc BW13);
- (xiv) a cheque issued by Nik Tyres Centre Co. Ltd to Mr. Raj Chokanarain for the sum of Rs.
36,000/- - **Count 14** (Doc BW14);
- (xv) a cheque issued by Nik Tyres Centre Co. Ltd to Mr. Krishna Padaruth for the sum of Rs.
14,800/- - **Count 15** (Doc BW15);
- (xvi) a cheque issued by Nik Tyres Centre Co. Ltd to Mrs. Parmeshwaree Mulloo for the sum
of Rs. 116,000/- - **Count 16** (Doc BW16);
- (xvii) a cheque issued by Nik Tyres Centre Co. Ltd to Global Destinations Ltd for the sum of
Rs. 84,375/- - **Count 17** (Doc BW17);
- (xviii) a cheque issued by Nik Tyres Centre Co. Ltd to ACC Ltd for the sum of Rs. 9,900/- -
Count 18 (Doc BW18);
- (xix) a cheque issued by Nik Tyres Centre Co. Ltd to Mr. Krishna Padaruth for the sum of Rs.
26,850/- - **Count 19** (Doc BW19);
- (xx) a cheque issued by Nik Tyres Centre Co. Ltd to Leal & Co Ltd for the sum of Rs. 65,400/-
- **Count 20** (Doc BW20);
- (xxi) a cheque issued by Nik Tyres Centre Co. Ltd to be paid by cash for the sum of Rs.
25,000/- - **Count 21** (Doc BW21);
- (xxii) a cheque issued by Nik Tyres Centre Co. Ltd to Mr. Jeelall Newaj for the sum of Rs.
40,000/- - **Count 22** (Doc BW22);
- (xxiii) a cheque issued by Nik Tyres Centre Co. Ltd to Jhurry Ranjeeta for the sum of Rs.
7,000/- - **Count 23** (Doc BW23);
- (xxiv) a cheque issued by Nik Tyres Centre Co. Ltd to Ram Seechurn for the sum of Rs.
4,000/- - **Count 24** (Doc BW24);

- (xxv) a cheque issued by Nik Tyres Centre Co. Ltd to Vanesen Veeramootoo for the sum of Rs. 7,000/- - **Count 25** (Doc BW25);
- (xxvi) a cheque issued by Nik Tyres Centre Co. Ltd to Sheik Adil Backaurally for the sum of Rs. 10,000/- - **Count 26** (Doc BW26);
- (xxvii) a cheque issued by Nik Tyres Centre Co. Ltd to F. Jaddoo for the sum of Rs. 3,500/- - **Count 27** (Doc BW27);
- (xxviii) a cheque issued by Nik Tyres Centre Co. Ltd to Parmeshwaree Mulloo for the sum of Rs. 40,000/- - **Count 28** (Doc BW28);
- (xxix) a cheque issued by Nik Tyres Centre Co. Ltd to Leal & Co Ltd for the sum of Rs. 32,654.25/- - **Count 29** (Doc BW29);
- (xxx) a cheque issued by Nik Tyres Centre Co. Ltd to Sanjay Kumar Mulloo for the sum of Rs. 50,000/- - **Count 30** (Doc BW30);
- (xxxii) a cheque issued by Nik Tyres Centre Co. Ltd to be paid in cash for the sum of Rs. 30,000/- - **Count 31** (Doc BW31);
- (xxxiii) a cheque issued by Nik Tyres Centre Co. Ltd to Krishna Padaruth for the sum of Rs. 11,600/- - **Count 32** (Doc BW32);
- (xxxiiii) a cheque issued by Nik Tyres Centre Co. Ltd to MCL for the sum of Rs. 500,000/- - **Count 33** (Doc BW33);
- (xxxv) a cheque issued by Nik Tyres Centre Co. Ltd to be paid in cash for the sum of Rs. 30,000/- - **Count 34** (Doc BW34);
- (xxxvi) a cheque issued by Nik Tyres Centre Co. Ltd to Maria Caunhye for the sum of Rs. 125,000/- - **Count 35** (Doc BW35);
- (xxxvii) a cheque issued by Nik Tyres Centre Co. Ltd to Sanjay Kumar Mulloo for the sum of Rs. 400,000/- - **Count 36** (Doc BW36);
- (xxxviii) a cheque issued by Nik Tyres Centre Co. Ltd to Leal & Co Ltd for the sum of Rs. 101,854.13/- - **Count 37** (Doc BW37);

- (xxxviii) a cheque issued by Nik Tyres Centre Co. Ltd to Leal & Co Ltd for the sum of Rs. 25,575/- - **Count 38** (Doc BW38);
- (xxxix) a cheque issued by Nik Tyres Centre Co. Ltd to Hansraj Mulloo for the sum of Rs. 100,000/- - **Count 39** (Doc BW39);
- (xl) a cheque issued by Nik Tyres Centre Co. Ltd to Krishna Padaruth for the sum of Rs. 19,500/- - **Count 40** (Doc BW40);
- (xli) a cheque issued by Nik Tyres Centre Co. Ltd to be paid in cash for the sum of Rs. 8,000/- - **Count 41** (Doc BW41);
- (xlii) a cheque issued by Nik Tyres Centre Co. Ltd to Seetanand Ramsing for the sum of Rs. 14,000/- - **Count 42** (Doc BW42);
- (xliii) a cheque issued by Nik Tyres Centre Co. Ltd to Jhurry Ranjeeta for the sum of Rs. 5,500/- - **Count 43** (Doc BW43);
- (xliv) a cheque issued by Nik Tyres Centre Co. Ltd to Niven Ramoodoo for the sum of Rs. 9,000/- - **Count 44** (Doc BW44);
- (xlv) a cheque issued by Nik Tyres Centre Co. Ltd to Maladevi Hemraz for the sum of Rs. 7,200/- - **Count 45** (Doc BW45);
- (xlvi) a cheque issued by Nik Tyres Centre Co. Ltd to J. Jadakhan ACC Ltd for the sum of Rs. 26,877/- - **Count 46** (Doc BW46);
- (xlvii) a cheque issued by Nik Tyres Centre Co. Ltd to Ipchand Sookroo for the sum of Rs. 8,100/- - **Count 47** (Doc BW47);
- (xlviii) a cheque issued by Nik Brothers Co. Ltd to SK Enterprise for the sum of Rs. 20,000/- - **Count 48** (Doc BW48);
- (xlix) a cheque issued by Nik Brothers Co. Ltd to Yamahavadee Veerasamy for the sum of Rs. 15,000/- - **Count 49** (Doc BW49);
- (l) a cheque issued by Nik Brothers Co. Ltd to Dharamdeo Balkissur for the sum of Rs. 200,000/- - **Count 50** (Doc BW50);

- (li) a cheque issued by Nik Brothers Co. Ltd to Issimdar Mohamed Ali Khan for the sum of Rs. 150,000/- - **Count 51** (Doc BW51);
- (lii) a cheque issued by Nik Brothers Co. Ltd to Yamahavadee Veerasamy for the sum of Rs. 3,500/- - **Count 52** (Doc BW52);
- (liii) a cheque issued by Nik Brothers Co. Ltd to Raj Chokanarain for the sum of Rs. 29,000/- - **Count 53** (Doc BW53);
- (liv) a cheque issued by Nik Brothers Co. Ltd to Raj Chokanarain for the sum of Rs. 10,000/- - **Count 54** (Doc BW54);
- (lv) a cheque issued by Nik Brothers Co. Ltd to Leal & Co Ltd for the sum of Rs. 12,130/- - **Count 55** (Doc BW 55);
- (lvi) a cheque issued by Nik Brothers Co. Ltd to Medical and Surgical Centre Limited for the sum of Rs. 35,000/- - **Count 56** (Doc BW56);
- (lvii) a cheque issued by Nik Brothers Co. Ltd to Ootam Ramdarshan for the sum of Rs. 40,000/- - **Count 57** (Doc BW57);
- (lviii) a cheque issued by Nik Brothers Co. Ltd to Racredge Ltd for the sum of Rs. 9,500/- - **Count 58** (Doc BW58);
- (lix) a cheque issued by Nik Brothers Co. Ltd to Avinash Pentiah for the sum of Rs. 20,000/- - **Count 59** (Doc BW59);
- (lx) a cheque issued by Nik Tyres Brothers Co. Ltd to Medical and Surgical Centre Ltd for the sum of Rs. 17,171/- - **Count 60** (Doc BW60);
- (lxi) a cheque issued by Nik Brothers Co. Ltd to Corona Electronics Ltd for the sum of Rs. 150,000/- - **Count 61** (Doc BW61);
- (lxii) a cheque issued by Nik Brothers Co. Ltd to EST Auction for the sum of Rs. 200,000/- - **Count 62** (Doc BW62);
- (lxiii) a cheque issued by Nik Brothers Co. Ltd to SK Enterprise Ltd for the sum of Rs. 100,000/- - **Count 63** (Doc BW63);

- (lxiv) a cheque issued by Nik Brothers Co. Ltd to MCL Freight Services Ltd for the sum of Rs. 76,500/- - **Count 64** (Doc BW64);
- (lxv) a cheque issued by Nik Brothers Co. Ltd to Sandeep Tanakoor for the sum of Rs. 100,000/- - **Count 65** (Doc BW65);
- (lxvi) a cheque issued by Nik Tyres Centre Co. Ltd to Krishna Padaruth Ltd for the sum of Rs. 33,795/- - **Count 66** (Doc BW66);
- (lxvii) a cheque issued by Nik Brothers Co. Ltd to Krishna Padaruth Ltd for the sum of Rs. 33,795/- - **Count 67** (Doc BW67);
- (lxviii) a cheque issued by Nik Brothers Co. Ltd to Artee Mulloo for the sum of Rs. 150,000/- - **Count 68** (Doc BW68);
- (lxix) a cheque issued by Nik Tyres Centre Co. Ltd to Artee Mulloo Ltd for the sum of Rs. 100,000/- - **Count 69** (Doc BW69);
- (lxx) a cheque issued by Nik Tyres Centre Co. Ltd to Trilokeenath Fowdar for the sum of Rs. 75,000/- - **Count 70** (Doc BW70);
- (lxxi) a cheque issued by Nik Tyres Centre Co. Ltd to Sheik Adil Bhakaurally for the sum of Rs. 27,000/- - **Count 71** (Doc BW71);
- (lxxii) a cheque issued by Nik Brothers Co. Ltd to Leal & Co Ltd for the sum of Rs. 7,332.63/- - **Count 72** (Doc BW72);
- (lxxiii) a cheque issued by Nik Brothers Co. Ltd to Artee Mulloo for the sum of Rs. 50,000/- - **Count 73** (Doc BW73);
- (lxxiv) a cheque issued by Nik Tyres Centre Co. Ltd to Artee Mulloo for the sum of Rs. 50,000/- - **Count 74** (Doc BW74);
- (lxxv) a cheque issued by Nik Brothers Co. Ltd to Global Destination Ltd for the sum of Rs. 6,000/- - **Count 75** (Doc BW75);
- (lxxvi) a cheque issued by Nik Brothers Co. Ltd to Latitude 20° Co Ltd for the sum of Rs. 19,770/- - **Count 76** (Doc BW76);

- (lxxvii) a cheque issued by Nik Brothers Co. Ltd to Krishna Padaruth Ltd for the sum of Rs. 25,000/- - **Count 77** (Doc BW77);
- (lxxviii) a cheque issued by Nik Tyres Centre Co. Ltd to Central Electricity Board for the sum of Rs. 5,910/- - **Count 78** (Doc BW78);
- (lxxix) a cheque issued by Nik Tyres Centre Co. Ltd to Kavita Mungur for the sum of Rs. 25,000/- - **Count 79** (Doc BW79);
- (lxxx) a cheque issued by Nik Tyres Centre Co. Ltd to Krishna Padaruth for the sum of Rs. 29,200/- - **Count 80** (Doc BW80);
- (lxxxii) a cheque issued by Nik Tyres Centre Co. Ltd to Anjeelee Hawoldar for the sum of Rs. 25,000/- - **Count 81** (Doc BW81);
- (lxxxiii) a cheque issued by Nik Tyres Centre Co. Ltd to MCL Freight for the sum of Rs. 36,478/- - **Count 82** (Doc BW82);
- (lxxxiiii) a cheque issued by Nik Brothers Co. Ltd to Harvin Yerriah for the sum of Rs. 100,000/- - **Count 83** (Doc BW83);
- (lxxxv) a cheque issued by Nik Brothers Co. Ltd to Indranee Ramburn for the sum of Rs. 50,000/- - **Count 84** (Doc BW84);
- (lxxxvi) a cheque issued by Nik Tyres Centre Co. Ltd to Sonalall Mulloo for the sum of Rs. 25,000/- - **Count 85** (Doc BW85);
- (lxxxvii) a cheque issued by Nik Tyres Centre Co. Ltd to Harvin Yerriah for the sum of Rs. 100,000/- - **Count 86** (Doc BW86);
- (lxxxviii) a cheque issued by Nik Tyres Centre Co. Ltd to Indranee Ramburn for the sum of Rs. 50,000/- - **Count 87** (Doc BW87);
- (lxxxix) a cheque issued by Nik Tyres Centre Co. Ltd to Krishna Padaruth for the sum of Rs. 36,500/- - **Count 88** (Doc BW88);
- (lxxxix) a cheque issued by Nik Tyres Centre Co. Ltd to Parmeshwaree Mulloo for the sum of Rs. 100,000/- - **Count 89** (Doc BW89);

- (xc) a cheque issued by Nik Brothers Co. Ltd to Artee Mulloo for the sum of Rs. 150,000/- - **Count 90** (Doc BW90);
- (xci) a cheque issued by Nik Brothers Co. Ltd to Sanjay Kumar Mulloo for the sum of Rs. 200,000/- - **Count 91** (Doc BW91);
- (xcii) a cheque issued by Nik Brothers Co. Ltd to B. Balkissur for the sum of Rs. 100,000/- - **Count 92** (Doc BW92);
- (xciii) a cheque issued by Nik Tyres Centre Co. Ltd to B. Balkissur for the sum of Rs. 100,000/- - **Count 93** (Doc BW93);
- (xciv) a cheque issued by Nik Tyres Centre Co. Ltd to Latitude 20° Co Ltd for the sum of Rs. 28,320/- - **Count 94** (Doc BW94);
- (xcv) a cheque issued by Nik Tyres Centre Co. Ltd to Sonalall Mulloo for the sum of Rs. 56,000/- - **Count 95** (Doc BW95);
- (xcvi) a cheque issued by Nik Brothers Co. Ltd to Sharwan Kumar Sagum for the sum of Rs. 56,000/- - **Count 96** (Doc BW96);
- (xcvii) a cheque issued by Nik Brothers Co. Ltd to Arvin Yerriah for the sum of Rs. 70,000/- - **Count 97** (Doc BW97);
- (xcviii) a cheque issued by Nik Brothers Co. Ltd to Finlease Co Ltd for the sum of Rs. 20,000/- - **Count 98** (Doc BW98);
- (xcix) a cheque issued by Nik Brothers Co. Ltd to MCL Freight Services for the sum of Rs. 8,997.75/- - **Count 99** (Doc BW99);
- (c) a cheque issued by Nik Tyres Centre Co. Ltd to Krishan Kumar Awotar for the sum of Rs. 20,000/- - **Count 100** (Doc BW100);
- (ci) a cheque issued by Nik Tyres Centre Co. Ltd to Raj Chokanarain for the sum of Rs. 10,000/- - **Count 101** (Doc BW101);
- (cii) a cheque issued by Nik Brothers Co. Ltd to Feroz Mahamodally for the sum of Rs. 29,155/- - **Count 102** (Doc BW102);

- (ciii) a cheque issued by Nik Tyres Centre Co. Ltd to Rajeshwaree Bundhoo for the sum of Rs. 50,000/- - **Count 103** (Doc BW103);
- (civ) a cheque issued by Nik Tyres Centre Co. Ltd to Krishan Kumar Awotar for the sum of Rs. 100,000/- - **Count 104** (Doc BW104);
- (cv) a cheque issued by Nik Tyres Centre Co. Ltd to Sheik Adil Backaurally for the sum of Rs. 27,000/- - **Count 105** (Doc BW105);
- (cvi) a cheque issued by Nik Tyres Centre Co. Ltd to Sanjay Kumar Mulloo for the sum of Rs. 160,000/- - **Count 106** (Doc BW106);
- (cvii) a cheque issued by Nik Tyres Centre Co. Ltd to Kamla Fowdar for the sum of Rs. 200,000/- - **Count 107** (Doc BW107);
- (cviii) a cheque issued by Nik Tyres Centre Co. Ltd to Darmendra Mulloo for the sum of Rs. 170,000/- - **Count 108** (Doc BW108);
- (cix) a cheque issued by Nik Tyres Centre Co. Ltd to Darmendra Mulloo for the sum of Rs. 250,000/- - **Count 109** (Doc BW109);
- (cx) a cheque issued by Nik Tyres Centre Co. Ltd to be paid in cash for the sum of Rs. 10,000/- - **Count 110** (Doc BW110);
- (cxi) a cheque issued by Nik Tyres Centre Co. Ltd to Darmendra Mulloo for the sum of Rs. 25,000/- - **Count 111** (Doc BW111);
- (cxii) a cheque issued by Nik Tyres Centre Co. Ltd to SBM for the sum of Rs. 572,600/- - **Count 112** (Doc BW112);
- (cxiii) a cheque issued by Nik Tyres Centre Co. Ltd to Darmendra Mulloo for the sum of Rs. 200,000/- - **Count 113** (Doc BW113);
- (cxiv) a transfer form issued by Nik Brothers Co. Ltd to Nik Tyres Centre Co Ltd for the sum of Rs. 200,000/- - **Count 114** (Doc BW114);
- (cxv) a cheque issued by Nik Tyres Centre Co. Ltd to Darmendra Mulloo for the sum of Rs. 200,000/- - **Count 115** (Doc BW115);

- (cxvi) a document showing a transfer from the account of Darmendra Mulloo to account of Nik Brothers Co. Ltd for the sum of Rs. 200,000/- - **Count 116** (Doc BW116);
- (cxvii) a credit voucher from the account of Darmendra Mulloo to account of Nik Brothers Co. Ltd for the sum of Rs. 400,000/- - **Count 117** (Doc BW117);
- (cxviii) a bank document showing a transfer from the account of Darmendra Mulloo to the account of Nik Brothers Co. Ltd for the sum of Rs. 900,000/- - **Count 118** (Doc BW118);
- (cxix) a bank document a transfer from the account of Darmendra Mulloo to the account of Nik Brothers Co. Ltd for the sum of Rs. 333,000/- - **Count 119** (Doc BW119);
- (cxx) a cheque issued by Nik Brothers Co. Ltd to Darmendra Mulloo for the sum of Rs. 30,000/- - **Count 120** (Doc BW120);
- (cxxi) a cheque issued by Nik Brothers Co. Ltd to Darmendra Mulloo for the sum of Rs. 49,000/- - **Count 121** (Doc BW121);
- (cxxii) a cheque issued by Nik Brothers Co. Ltd to Darmendra Mulloo for the sum of Rs. 200,000/- - **Count 122** (Doc BW122);
- (cxxiii) a bank transfer document from Nik Brothers Co. Ltd for the sum of Euros 35,000/- (equivalent to Rs. 1,382,500/- at that time) - **Count 123** (Doc BW123);
- (cxxiv) a cheque issued by Nik Brothers Co. Ltd to Darmendra Mulloo for the sum of Rs. 100,000/- - **Count 124** (Doc BW124);
- (cxxv) a debit voucher and credit voucher for the sum of Rs. 1,204,500/- - **Count 125** (Doc BW125);
- (cxxvi) a cheque issued by Nik Tyres Centre Co. Ltd to Darmendra Mulloo for the sum of Rs. 150,000/- - **Count 126** (Doc BW126);
- (cxxvii) a cheque issued by Nik Brothers Co. Ltd to Darmendra Mulloo for the sum of Rs. 150,000/- - **Count 127** (Doc BW127);
- (cxxviii) a cheque issued by Nik Tyres Centre Co. Ltd to Darmendra Mulloo for the sum of Rs. 200,000/- - **Count 128** (Doc BW128);

- (cxxxix) a cheque issued by Nik Brothers Co. Ltd to Darmendar Mulloo for the sum of Rs. 25,000/- - **Count 129** (Doc BW129);
- (cxxx) a bank document showing a transfer from the account of Merishky Co Ltd to the account of Darmendra Mulloo for the sum of Rs. 1,300,000/- - **Count 130** (Doc BW130);
- (cxxxix) a cheque issued by Nik Tyres Centre Co. Ltd to Darmendra Mulloo for the sum of Rs. 300,000/- - **Count 131** (Doc BW131);
- (cxxxii) a cheque issued by Nik Brothers Co. Ltd to Darmendra Mulloo for the sum of Rs. 5,000/- - **Count 132** (Doc BW132);
- (cxxxiii) a cheque issued by Nik Tyres Centre Co. Ltd to Darmendra Mulloo for the sum of Rs. 200,000/- - **Count 133** (Doc BW133);
- (cxxxiv) a cheque issued by Merishky Co. Ltd to Darmendra Mulloo for the sum of Rs. 200,000/- - **Count 134** (Doc BW134);
- (cxxxv) a cheque issued by Merishky Co. Ltd to Darmendra Mulloo for the sum of Rs. 200,000/- - **Count 135** (Doc BW135);
- (cxxxvi) a bank document showing a transfer from the account of Darmendra Mulloo to the account of Nik Brothers Co. Ltd for the sum of Rs. 100,000/- - **Count 136** (Doc BW136);
- (cxxxvii) a cheque issued by Merishky Co. Ltd to Darmendra Mulloo for the sum of Rs. 200,000/- - **Count 137** (Doc BW137);
- (cxxxviii) a cheque issued by Gray Line Co. Ltd to Darmendra Mulloo for the sum of Rs. 300,000/- - **Count 138** (Doc BW138);
- (cxxxix) a pay cash cheque issued by Nik Brothers Co. Ltd for the sum of Rs. 96,400/- - **Count 139** (Doc BW139);
- (cxl) a bank document showing a cash withdrawal from the account of Nik Tyres Centre Co. Ltd for the sum of Rs. 300,000/- - **Count 140** (Doc BW140);
- (cxli) a cheque issued by Gray Line Co. Ltd to Darmendra Mulloo Bundhoo for the sum of Rs. 190,000/- - **Count 141** (Doc BW141);

- (cxlii) a cheque issued by Gary Line Co. Ltd to Darmendra Mulloo for the sum of Rs. 300,000/- - **Count 142** (Doc BW142);
- (cxliii) a cheque issued by Gray Line Co. Ltd to Darmendra Mulloo for the sum of Rs. 115,000/- - **Count 143** (Doc BW143);
- (cxliv) a cheque issued by Nik Tyres Centre Co. Ltd to Darmendra Mulloo for the sum of Rs. 350,000/- - **Count 144** (Doc BW144);
- (cxlv) a cheque issued by Gray Line Co. Ltd to Darmendra Mulloo for the sum of Rs. 300,000/- - **Count 145** (Doc BW145);
- (cxlvi) a pay cash cheque issued by Nik Brothers Co. Ltd to Darmendra Mulloo for the sum of Rs. 50,000/- - **Count 146** (Doc BW146);
- (cxlvii) a cheque issued by Yeschem Co. Ltd to Chadra Prakashsing Dip for the sum of Rs. 300,000/- - **Count 147** (Doc BW147);
- (cxlviii) a cheque issued by Yeschem Co. Ltd to Chadra Prakashsing Dip for the sum of Rs. 75,000/- - **Count 148** (Doc BW148);
- (cxlix) a cheque issued by Yeschem Co. Ltd to Chandra Prakashsing Dip for the sum of Rs. 30,000/- - **Count 149** (Doc BW149);
- (cl) a cheque issued by Yeschem Co. Ltd to Chandra Prakashsing Dip for the sum of Rs. 100,000/- - **Count 150** (Doc BW150);
- (cli) a cheque issued by Yeschem Co. Ltd to Chandra Prakashsing Dip for the sum of Rs. 60,000/- - **Count 151** (Doc BW151);
- (clii) a cheque issued by Yeschem Co. Ltd to Chandra Prakashsing Dip for the sum of Rs. 45,000/- - **Count 152** (Doc BW152);
- (cliii) a cheque issued by Yeschem Co. Ltd to Chandra Prakashsing Dip for the sum of Rs. 50,000/- - **Count 153** (Doc BW153);
- (cliv) a cheque issued by Yeschem Co. Ltd to Chandra Prakashsing Dip for the sum of Rs. 185,000/- - **Count 154** (Doc BW154);

(clv) a cheque issued by Yeschem Co. Ltd to Chandra Prakashsing Dip for the sum of Rs. 50,000/- - **Count 155** (Doc BW155);

(clvi) a cheque issued by Yeschem Co. Ltd to Chandra Prakashsing Dip for the sum of Rs. 75,000/- - **Count 156** (Doc BW156);

(clvii) a cheque issued by Yeschem Co. Ltd to Chandra Prakashsing Dip for the sum of Rs. 35,000/- - **Count 157** (Doc BW157);

(clviii) a cheque issued by Yeschem Co. Ltd to Chandra Prakashsing Dip for the sum of Rs. 345,000/- - **Count 158** (Doc BW158);

(clix) a cheque issued by Yeschem Co. Ltd to Chandra Prakashsing Dip for the sum of Rs. 65,000/- - **Count 159** (Doc BW159);

(clx) a cheque issued by Sparon Consultancy Co. Ltd to Sheik Mohammad Khadafi Jany for the sum of Rs. 122,000/- - **Count 160** (Doc BW160);

(clxi) a cheque issued by Sparon Consultancy Co. Ltd to Sheik Mohammad Khadafi Jany for the sum of Rs. 310,000/- - **Count 160** (Doc BW161);

(clxii) a General Ledger Voucher for a sum of Rs. 1,420,825.04/- - **Count 173** (Similar as Doc AW1);

(clxiii) a bank document showing transfer of Rs. 2,000,000/- - **Count 174** (Doc BW162);

(clxiv) statement of account of Yeschem Co Ltd for the period 2011 (Doc BW163);

(clxv) statement of account of Nick Tyres Co Ltd for the period 2011 (Doc BW164);

9. Mr. Seeruthun (witness no.41) explained that the ICAC started its enquiry following a press article and disseminations from the FIU into a massive fraud at Bramer Bank. According to the enquiry, two employees of that Bank, namely Mr. Irfaan Hausmuddy and Mr. Younousse Katoaroo, were initially approached by accused no.2 and then approached by accused no.1 and 2 who asked them to forge documents relating to offshore clients and transfer the money to several accounts. According to the enquiry, accused no.1 and 2 were the instigators and masterminds of the whole fraud. Mr. Seeruthun (witness no.41) also produced:

(i) a statement recorded from accused no.1 by Investigator Jowohir (witness no.2) on 26th May 2016 – **Doc BX**;

- (ii) a statement recorded from accused no.2 by Investigator Jowohir (witness no.2) on 13th January 2016 – **Doc BY**;
- (iii) two statements recorded from accused no.3 by Investigator Purgaus (witness no.1) on (i) 17th September 2015 and (ii) 04th January 2016 – **Doc BZ and Doc BZ1**; and
- (iv) a certified copy of a statement recorded from accused no.5 by Investigator Jowohir (witness no.2) on 21st December 2015 – **Doc CA**.

10. During the cross examination of Mr. Seeruthun (witness no.41), it came out that:

- (i) it was Mr. Younousse Katoaroo who stated, in his statements to the ICAC, that the main instigators and masterminds are accused no.1 and 2. But ICAC had gathered independent evidence against accused no.1 and 2 in terms of bank documents that show that they have benefitted the most from the fraud;
- (ii) the root of the case is that Mr. Younousse Katoaroo transferred money from offshore accounts at Bramer Bank to the company accounts of accused no.1, 2 and 5;
- (iii) as per counts 163 to 173, only Rs. 10,405,000/- had been transferred by Mr. Younousse Katoaroo from Bramer Bank to the accounts of Merishki Co Ltd, Nik Tyres Centre Co Ltd and Nik Brothers Co Ltd under the control of accused no.1;
- (iv) from that Rs. 10,405,000/-, accused no.1 made payments as per Counts 1 to 107;
- (v) Mr. Younousse Katoaroo did receive his share from that Rs. 10,405,000/-;
- (vi) as for Counts 108 to 147, accused no.1 transferred money amongst his companies and his personal account;
- (vii) as per Counts 173 and 174, Rs. 1,500,000/- and Rs. 2,000,000/- were credited into the account of Yeschem Co Ltd which makes it a total of Rs. 3,500,000/-;
- (viii) from that Rs. 3,500,000/- in the account of Yeschem Co Ltd, (a) Rs. 600,000/- was credited into the account of Mr. Irfaan Hausmuddy on 07th April 2011, (b) a cheque of Rs. 300,000/- was issued to and cashed by Mr. Irfaan Hausmuddy on the on the 14th April 2011, (c) a cheque of Rs. 300,000/- was issued to and cashed by Mr. Younousse Katoaroo on the 15th April 2011, (d) a cheque of Rs. 500,000/- was issued for the purchase of a car for the wife of Mr. Younousse Katoaroo, one Mrs. Fireal Bolaky from Autogarant Ltd (**Doc CB**), (e) a cheque of Rs. 100,000/- was issued to Bawansing Dip on the 31st May

2011, (f) a cheque of Rs. 200,000/- was issued to Bowansing Dip on the 19th August 2011 and (h) a cheque of Rs. 85,000/- was issued to Suba Bissessur on the 05th April 2011 amounting in all to Rs. 2,085,000/-;

(ix) the difference from the Rs. 3,500,000/- minus the Rs. 2,085,000/- above amounts to Rs. 1,415,000/- as per Counts 147 to 159 regarding monies Yeschem Co Ltd transferred to accused no.2 personally;

(x) Mr. Younoussé Katoaroo received Rs. 8,000,000/- from that massive fraud. He has been prosecuted for money laundering in a connected case whereby he pleaded guilty and was sentenced to a fine. That sentence was not appealed against;

(xi) accused no.5 was also prosecuted in the same Information with Mr. Younoussé Katoaroo for money laundering of Rs. 4,000,000/- whereby he pleaded guilty and was sentenced to a fine;

(xii) no assets belonging to accused no.2 was seized in connection with the present case;

(xiii) accused no.3 cooperated during the enquiry. Latter was neither a director nor a shareholder of Sparon Consultancy Limited and is not the mastermind and ultimate beneficiary of the fraud;

(xiv) accused no.5 cooperated during the enquiry and according to latter's version, money was remitted to Mr. Younoussé Katoaroo.

11. During re-examination, Mr. Seeruthun (witness no.41) explained that apart from the version of Mr. Younoussé Katoaroo, there are also bank documents confirming the transactions on the company accounts of accused no.1, 2 and 5. The enquiry revealed that the four accused were the beneficial owners of the money defrauded and only a small part went to Mr. Younoussé Katoaroo.

c. Evidence of Chief Inspector Ajodha (witness no.42)

12. Chief Inspector Ajodha (witness no.42) was tendered, by the prosecution, for cross-examination. During his cross-examination, it came out that:

(i) during the enquiry, accused no.1 cooperated and gave valuable information to the police leading to the arrest of other protagonists; and

(ii) accused no.2 has cooperated with the police, is on bail since 2011, has not acquired any assets from the illicit funds and no incriminating evidence was found at his place of residence.

13. During re-examination, Chief Inspector Ajodha (witness no.42) stated that, as per the version that accused no.2 gave to the police, he was the directing mind behind Yeschem Co Ltd.

d. Evidence of Chief Inspector Jhankur (witness no.18)

14. Chief Inspector Jhankur (witness no.18) is one of the enquiring officers in respect of the police enquiry in the present case. He produced:

a. 6 statements recorded from accused no.1 on the (i) 05th September 2011, (ii) 06th September 2011, (iii) 14th September 2011, (iv) 21st September 2011, (v) 19th October 2011 and (vi) 21st June 2011 – **Doc BX1, Doc BX2, Doc BX3, Doc BX4, Doc BX5** and **Doc BX6** respectively;

b. 4 statements recorded from accused no.2 on the (i) 30th August 2011, (ii) 09th September 2011, (iii) 12th September 2011 and (iv) 24th July 2011 – **Doc BY1, Doc BY2, Doc BY3** and **Doc BY4** respectively;

c. 2 statements recorded from accused no.3 on the (i) 13th September 2011 and (ii) 30th September 2011 – **Doc BZ2** and **Doc BZ3** respectively;

d. 3 statements recorded from accused no.5 on the (i) 29th August 2011, (ii) 09th September 2011 and (iii) 11th October 2011 – **Doc CA1, Doc CA2** and **Doc CA3** respectively.

15. Chief Inspector Jhankur (witness no.18) explained that accused no.1 had companies registered to which money was transferred. The money was thereafter withdrawn by accused no.1. As for accused no.2, he explained that latter gave instructions to Mr. Irfaan Hausmuddy and Mr. Younoussé Katoaroo to proceed with the transfer of money in the accounts of Yeschem Co. Ltd, which money was taken out through issue of cheques.

16. During the cross-examination of Chief Inspector Jhankur (witness no.18), it came out that:

(i) police did verify that (a) money was being transferred to the company accounts of accused no.1 by Younoussé Katoaroo and money was given back to Mr. Younoussé Katoaroo, (b) accused no.1 travelled to Malaysia for Mr. Younoussé Katoaroo and bought spare parts for him, (c) accused no.1 bought vehicles for Younoussé Katoaroo's wife;

- (ii) accused no.1 was acting under the instructions of Mr. Younoussé Katoaroo;
- (iii) if from the perspective of the bank, Mr. Younoussé Katoaroo was the ringleader, that might be true since the bank knows how the electronic fraud occurred;
- (iv) Mr. Younoussé Katoaroo stated, in his statements during the enquiry, that he acted under the instructions of accused no.1 and 2;
- (v) accused no.2 did cooperate with the police; and
- (vi) accused no.5 did mention in his statement that money he received was remitted to Mr. Younoussé Katoaroo;

C. EVIDENCE ADDUCED BY THE DEFENCE DURING THE HEARING

a. Accused no.1

17. Accused no.1 deposed under oath. He stated that he cooperated with the police and provided useful information that helped in the enquiry. He expressed remorse and begged for excuse. He admitted that money, with the complicity of Mr. Younoussé Katoaroo, was transferred from Bramer Bank to the accounts of companies under his control and that he received only Rs. 9m to Rs. 10m. Accused no.1 further explained that he had a car mechanic workshop and that he knows Mr. Younoussé Katoaroo as a big boss in the bank and who lived nearby his workshop. It was Mr. Younoussé Katoaroo who proposed him to form part of this fraud. which he accepted. Mr. Younoussé Katoaroo was transferring money into his companies' accounts and he was thereafter giving him back the money in cash. It was Mr. Younoussé Katoaroo who gave him instructions to do all that. At the time of the enquiry, his three children were of 2, 6 and 10 years' old respectively. His family was deeply affected, especially his children at school. Police did also take statement from his mother in the present case following which latter started to get ill and passed away thereafter. His father of 82 years' old lives with him and is under his care.
18. It is apposite that accused no.1, in his statements to the ICAC and the police, denied having given any instructions to Mr. Younoussé Katoaroo to commit the fraud. Rather, it was Mr. Younoussé Katoaroo who was defrauding the bank and transferring money in his company accounts and which money, under the instructions of Mr. Younoussé Katoaroo, was remitted to him.

19. During cross-examination of accused no.1, it came out that:

- (i) he maintained that he acted upon the instructions of Mr. Younousse Katoaroo although he did personally benefit from the money which were transferred in the accounts of his companies; and
- (ii) it was Mr. Younousse Katoaroo who instructed him to register companies to transfer money therein.'

b. Accused no.2

20. Mr. S. Murday, attorney-at-law, deposed on behalf of accused no.2 in relation to a case that was lodged by Bramer Banking Corporation Limited before the Supreme Court. Accused no.2 was one of the six defendants in that case. The bank was claiming, from accused no.2, a sum of Rs. 1,945,000/- for the fraud committed in 2011 for the money which he benefitted personally. Accused no.2 has paid that Rs. 1,945,000/- (**Doc FA**) to Bramer Banking Corporation (In Liquidation) and accused no.2 was put out of cause in that case on the 23rd March 2025 (**Doc HA**).

21. Accused no.2 made a statement from the dock. He expressed remorse and begged for excuse and leniency. He stated that he was duped by Mr. Younousse Katoaroo. Over 14 years he and his family have been suffering. He has now turned a new page in his life with no encounter with the law. He also explained that he has a company on his personal name with around 30 families earning their living through it. He also stated that he also willing to depose against Mr. Irfaan Hausmuddy and Mr. Younousse Katoaroo if he is needed.

22. During the course of the proceedings, Learned Counsel for the prosecution and Learned Counsel for accused no.2, agreed, in accordance with **section 161BA of the Courts Act**, that no plea had been filed by accused no.2 in the case before the Supreme Court and that accused no.2 has been put out of cause in that case.

23. In his statements to the then ICAC and the police, accused no.2 admitted knowing Mr. Younousse Katoaroo but denied having given any instructions and explained to latter how to defraud the bank. Though he was the one managing Yeschem Co Ltd, he remitted the money to Mr. Younousse Katoaroo who was giving him instructions as to how to transfer money from Yeschem Co Ltd.

c. Accused no.3

24. Accused no.3 deposed under oath. He is of 52 years old, married and has a daughter of 17 years' old. He is a street vendor and also works in a bakery. His wife does not work and he has also his mother of 87 years' old under his care. He was working as driver for Bethleme Construction Ltd. When his employer was not in Mauritius, latter's son (namely accused no.5) remitted him cheques amounting to Rs. 432,000/- from Sparon Consultancy Limited that he cashed for the payment of workers. He did not benefit at all from that money. He begged for excuse and explained how he got heart problems following this case and had to undergo surgery.
25. It is apposite that his explanations in Court goes in line with his statements that he gave to the then ICAC and the police to the effect that he remitted the Rs. 432,000/- to the mother of accused no.5 who came with him at the bank.

d. Accused no.5

26. Accused no.5 made a statement from the dock. He begged for excuse and leniency and stated that he is married and has a baby of 1 year old. All money he received was remitted to Mr. Younoussé Katoaroo.
27. In his statements to the then ICAC and the police, accused no.5 admitted that he knows Mr. Younoussé Katoaroo since childhood. He also admitted being the director of Grey Line Co, Ltd, Sparon Consultancy Co. Ltd, Merishky Co. Ltd, Yeschem Co. Ltd and Admaco Co. Ltd. He explained that Mr. Younoussé Katoaroo told him that a foreign client wanted to invest in Mauritius and since he was in the construction business, he agreed for the construction and provided Mr. Younoussé Katoaroo with his companies' bank account details for the payment of materials. He denied having given any instructions to Mr. Younoussé Katoaroo and further explained that all money was remitted to Mr. Younoussé Katoaroo.

D. SUBMISSIONS

28. Learned counsel for the prosecution submitted that the present case relates to a massive fraud of Rs.80 million to the prejudice of Ex-Bramer Bank in 2011 whereby two employees facilitated the fraudulent transfer of funds from the offshore accounts of Mr. Carreira and Mr.

Serra in the sums of USD 725,000/- and Euros 785,000/- respectively to the company accounts of accused no.1, 2 and 5. Also, the version of Mr. Mohamad Issa Soormally (witness no.3) was corroborated by the versions of Mr. Seeruthun (witness no.41), Chief Inspector Ajodha (witness no.42) and Chief Inspector Jhankur (witness no.18). It was submitted that the masterminds behind this massive fraud are accused no.1 and no.2 as per the testimonies of the prosecution witnesses coupled with the amount of money that went into their company accounts. According to the submissions of the prosecution, the sentence to be given should have a deterrent effect having regards to the gravity of the offences committed, the evidence as to who were the masterminds, the public interest involved and the modus operandi. Learned Counsel for the prosecution further submitted that the Court should be bold and daring as to the sentence to be inflicted.

29. Learned Counsel for accused no.1 submitted that the following mitigating factors should be taken into account:

- a. the early guilty plea of accused no.1 for which he should be afforded 1/3rd reduction;
- b. his cooperation during the enquiry;
- c. the delay of 15 years since the commission of the offences;
- d. the social stigma and prejudice he had to endure;
- e. his level of participation compared to that of Mr. Younousse Katoaroo;
- f. the amount that he, in fact, benefitted is around Rs. 10.5 million;
- g. his remorse expressed and forgiveness asked; and
- h. the fact that he has not been involved in any criminal activity since 2011.

30. Learned Counsel for accused no.2 submitted that the following mitigating factors should be taken into account:

- a. his early guilty plea for which he should be afforded 1/3rd deduction;
- b. his cooperation with the police;
- c. his participation as being secondary compared to that of Mr. Younousse Katoaroo as the principal and mastermind;

- d. the amount he received being only Rs. 3.5 million and for which he has reimbursed Rs. 1.9 million as claimed by Ex Bramer Bank;
- e. his previous conviction does not relate to a cognate offence;
- f. the delay of 15 years since the commission of the offences;
- g. the fact the accused no.2 has not been involved in any criminal activity since 2011;
- h. the financial commitments; and
- i. his remorse expressed and forgiveness asked.

31. Learned Counsel for accused no.3 submitted that the following mitigating factors should be taken into account:

- a. his early guilty plea for which he should be awarded 1/3rd deduction;
- b. his cooperation during the enquiry;
- c. the amount of money he received being only Rs. 432,000/-;
- d. he did not benefit from the money he received;
- e. his remorse expressed and forgiveness asked;
- f. the social and financial trauma he suffered whereby he lost his job and has had health problems;
- g. he is the sole breadwinner of his family and has an old mother under his care; and
- h. does not have any previous conviction for a cognate offence.

32. Learned Senior Counsel for accused no.5 submitted that the following mitigating factors should be taken into account:

- a. his early guilty plea for which he should be afforded 1/3rd reduction;
- b. his remorse expressed and forgiveness asked;

c. his cooperation with the police; and

d. delay of 15 years since the commission of the offences.

E. ANALYSIS

33. The Court has taken into account the whole of the evidence on record, the submissions of all Counsels in Court and their respective written submissions. The present offences occurred in 2011. After the police and ICAC enquiries were merged, a single information was lodged on 02nd May 2023 before this Court. After plea was taken on the 09th April 2025, accused no.1, 2, 3 and 5 pleaded guilty, whilst accused no.4 pleaded not guilty. After a discontinuance of proceedings was filed against accused no.4, a hearing was conducted in the present in respect of accused 1, 2, 3 and 5. The hearing, on a plea of guilty, took almost a year to be completed. It is the prosecution's contention that they have put all relevant evidence, during the course of that hearing, for the Court to impose the appropriate sentences. The Court will hereunder analyse the evidence adduced during the hearing in order to determine the appropriate sentences for each accused in the present case.

a. massive fraud of Rs. 80 million at ex Bramer Bank

34. Mr. Mohamad Issa Soormally (witness no.3), the then Vice-President of Bramer Bank Mauritius, explained how in 2011, complaints were made by two Global Business clients of the bank, namely Mr. Carreira and Mr. Serra to the effect that they have been defrauded of US \$ 725,000/- and Euros 807,000/- respectively. Those offshore accounts of those clients were being handled by Mr. Irfaan Hausmuddy and Mr. Younoussé Katoaroo, both employees of the bank at that time. He in, no unequivocal terms, explained that only those latter two persons would have knowledge of those clients' details and bank procedures through which they committed that fraud at the bank. He further explained that Mr. Irfaan Hausmuddy was the maker whilst Mr. Younoussé Katoaroo was the checker before any transfer of funds is made from the accounts of Mr. Carreira and Mr. Serra. Internal enquiry at the level of the bank revealed a massive fraud of Rs. 80 million.

35. In connection with the present case, the prosecution, through Mr. Mohamad Issa Soormally (witness no.3), produced applications for swift transfer from Bramer Bank from the accounts of Mr. Carreira and Mr. Serra respectively to show the fraudulent movement of money (**Docs AH to AZ and Docs BA to BT**). It is apposite that from those transfers of money, only **Docs AJ, AM, AP, AQ, AS, AT, AU, AW, AX, AY, AZ, BA, BC, BD, BE, BF, BG, BH, BJ, BK, BL, BM, BN, BP, BQ, BR, BS and BT** relate to money that were transferred from the accounts of Mr. Carreira and Mr. Serra to the company accounts of accused no.1, 2 and 5. Those transfers amount to approximately Rs. 39,619,000/- (as per the approximate rate of conversion

in 2011 of US \$ and Euros). Therefore, as per the evidence adduced by the prosecution itself, out of that massive fraud of Rs. 80 million which has been stated by Mr. Mohamad Issa Soormally (witness no.3), only approximately Rs. 39,619,000/- can be said to have been actually received in the company accounts of accused no.1, 2 and 5.

36. Now, as per the Information and evidence adduced by the prosecution, out of that Rs. 39,619,000/-:

- a. Rs. 10,738,000/- was received by accused no.1 in his company accounts (**Counts 163 to 172**);
- b. Rs. 3,500,000/- was received by accused no.2 in his company accounts (**Counts 173 and 174**);
- c. Rs. 25,381,000/- was received by accused no.5 in his company accounts (**Counts 175 to 190**).

37. There is no evidence, before the Court, to link the whole of the massive fraud of Rs. 80 million to accused no.1, 2, 3 and 5. But what is undisputed, from the testimony of Mr. Mohamad Issa Soormally (witness no.3), is that those responsible for that massive fraud of Rs. 80 million, at the level of the bank, are Mr. Irfaan Hausmauddy and Mr. Younoussse Katoaroo. It is any or both of the latter who could have explained how that whole massive fraud of Rs. 80 million occurred and whether that whole massive fraud of Rs. 80 million, as is being contented by the prosecution, are linked to accused no.1, 2, 3 and 5.

b. version of Mr. Mohamad Issa Soormally (witness no.3) corroborated by the versions of Mr. Seeruthun (witness no.41), Chief Inspector Ajodha (witness no.42) and Chief Inspector Jhankur (witness no.18)

38. Learned Counsel for the prosecution, at the very outset of her submissions, submitted that the version of Mr. Mohamad Issa Soormally (witness no.3) was corroborated by the versions of Mr. Seeruthun (witness no.41), Chief Inspector Ajodha (witness no.42) and Chief Inspector Jhankur (witness no.18). Now, though all agree that there was a massive fraud and money was transferred from ex-Bramer Bank into the company accounts of accused no.1, 2 and 5 and thereafter from those company accounts to other persons, the identity of who was/were the mastermind (s) of that whole massive fraud remains hotly disputed. For Mr. Mohamad Issa Soormally (witness no.3), those responsible were Mr. Irfaan Hausmuddy and Mr. Younoussse Katoaroo. For Mr. Seeruthun (witness no.41), Chief Inspector Ajodha (witness no.42) and Chief Inspector Jhankur (witness no.18), the masterminds behind this whole massive fraud

were accused no.1 and 2. However, they all conceded that they are so stating based on the out-of-court version of Mr. Younousse Katoaroo. Mr. Seeruthun (witness no.41) also claimed that documentary evidence shows that the amount of money received by accused no.1, 2 and 5 corroborates the version of Mr. Younousse Katoaroo. However, such documentary evidence merely shows that money was received and further transferred by accused no.1, 2 and 5. Such documentary evidence can support proof of the money laundering offences but cannot, in itself, be the sole yardstick for this Court to conclude that accused no.1 and 2 were the mastermind of this whole massive fraud.

c. the mastermind (s) behind the whole massive fraud of Rs. 80 million – the Younousse Katoaroo conundrum

39. It has always been the case for the prosecution that the masterminds behind this whole massive fraud are accused no.1 and 2. This can be gathered from the examination-in-chief of Mr. Seeruthun (witness no.41) and Chief Inspector Jhankur (witness no.18), the viva voce and written submissions of Learned Counsel for the prosecution to the effect that there was no doubt as to who were the masterminds based on the testimonies of those latter witnesses and that the Court should take this into account for sentencing purposes.
40. Surely, being the mastermind behind such a whole massive fraud of Rs. 80 million is not only a relevant but also stands as a serious aggravating factor for the Court to take into account for sentencing purposes. Both Mr. Seeruthun (witness no.41) and Chief Inspector Jhankur (witness no.18) testimonies are to the effect that accused no.1 and 2 are the masterminds based on the out-of-court statements of Mr. Younousse Katoaroo. There has been always objection by Learned Counsels for accused no.1 and 2 and Learned Senior Counsel for accused no.5 on this particular aspect on the ground that this would be inadmissible hearsay evidence. The Court has, all throughout, allowed both Mr. Seeruthun (witness no.41) and Chief Inspector Jhankur (witness no.18) to relate such evidence as being what their enquiry revealed. But the Court, during the course of the hearing, also indicated to Learned Counsel for the prosecution of this being potentially inadmissible hearsay evidence if the truth of the facts stated therein will be relied upon. The Court even requested all Counsels, during the course of the hearing, to come with relevant case law, during submissions, to show why the Court should accept accused no.1 and 2 as being the masterminds based on what Mr. Seeruthun (witness no.41) and Chief Inspector Jhankur (witness no.18) have stated, which itself is based on out-of-court statements of Mr. Younousse Katoaroo.
41. The Court, during submissions, asked Learned Counsel for the prosecution whether she had any case law to that effect. No case law to that effect was produce by the prosecution during submissions. Rather, Learned Counsel for the prosecution submitted that, as a matter of logic

and pragmatism, when an accused pleads guilty to an Information, all evidence is admitted by him and therefore the Court should rely on the testimonies of Mr. Seeruthun (witness no.41) and Chief Inspector Jhankur (witness no.18) to conclude that accused no.1 and 2 were the masterminds behind this massive fraud of Rs. 80 million. Furthermore, at page 9 of the Written Submission of the prosecution, the following is found on this issue:

“A third party having knowledge of a client’s account this can only happen if someone from the bank has given him the info, not necessarily YK and IH but an other person as well. So, the Court will have to take into consideration what evidence emanated from the Police enquiry when YK confessed and explained how he got involved in committing those offences. He acted under the instructions of whom? This is not hearsay evidence as the witness gave his statements to the police and ICAC, true he has not been called by the Prosecution but the Police officers have testified and they have not been cross-examined. Except that it was considered as Hearsay since YK did not testify.”

42. The short answer to this is found in the cases of (i) **Harichand v The State (1998) SCJ 201** and (ii) **Jhugroop v The State (2008) SCJ 197**, the relevant extracts of which the Court will hereunder reproduce.

43. In **Harichand (supra)** it was held:

“It is a matter of regret and concern that no evidence was ushered, by the State Law Officer who conducted the case, of the precise circumstances of the accident. An accused party who has given a version tending to disculpate himself does not, by a plea of guilty, admit the precise version of the prosecution and such version must be substantiated by evidence. In the present case, the appellant had first given a version tending to disculpate himself, namely that the deceased crossed the trunk road on the path of the appellant’s oncoming vehicle. When, after the trial had already started on a plea of Not Guilty, his counsel indicated that he would change his plea and he in fact offered a plea of Guilty, he was obviously no more sticking to his version as per his statement to the police and was admitting the averments in the information: but he was by no means, by that plea of guilty, admitting any precise version not contained in the information. The plan, photos and reference table, which were on record, were not evidence of how the accident happened but simply showed the version of a prosecution witness and that of the accused at the time of the police enquiry. As the witness was not called to give evidence, his version could not be acted upon and the result was that no acceptable evidence as to how the accident actually happened was on record.”

Had the prosecution adduced proper evidence to substantiate its version which, we gather, was that the accused went to hit the victim on the central reservation – nothing less than a custodial sentence would, in our view, have been appropriate in the circumstances of the case.

...

The appellant must consider himself lucky that the prosecution did not adduce evidence to substantiate its precise version since such evidence, unless successfully rebutted, would have justified the imposition of a custodial sentence.” (underlining is mine)

44. In **Jhugroop (supra)**, it was held that:

“In the present case, the property damaged consisted in manufacturing machines and office equipment which according to the owner were worth Rs 1.9 million. However, the owner did not give evidence in that connection and his estimate, which was reported by the enquiring officer, was in the nature of hearsay evidence. The prosecution did not adduce any evidence of the actual participation of the accused who pleaded guilty after declaring in their statements to the police that they had not actively participated in the destructive activity that took place. The prosecution did not even adduce any evidence of the precise damage which was caused.” (underlining is mine)

45. It is indeed a matter of regret and concern that no evidence was ushered, by the prosecution, during the course of the hearing, as to whom were the actual masterminds behind this massive fraud of Rs. 80 million. Undoubtedly this case has international ramifications. Offshore clients of a former Bank in Mauritius were defrauded. Money was transferred from their offshore accounts by employees of that Bank by manipulating procedures and checks and balances at the level of that Bank. One of those employees was Mr. Younoussé Katoaroo. As per the testimony of Mr. Mohamad Issa Soormally (witness no.3), Mr. Younoussé Katoaroo was the one who transferred funds from those offshore accounts to the company accounts of accused no.1, 2 and 5. He was the one who manipulated procedures at the Bank and defrauded the Bank. From the evidence of the Enquiring Officers, it can be gathered that their enquiry revealed that the Mr. Younoussé Katoaroo stated and explained, in his out-of-court statements, how he was threatened, induced and manipulated by accused no.1 and 2 to commit that fraud and that the real masterminds are accused no.1 and 2. It is unfortunate that though the name of Mr. Younoussé Katoaroo has haunted the Court room for almost a year during which the present hearing took place, the prosecution did not see the legal requirement of calling Mr. Younoussé Katoaroo as a witness but instead kept relying on his out-of-court statements as an

aggravating factor quoad accused no.1 and 2 being the masterminds. It is apposite that Mr. Yonousse Katoaroo was even not on the list of witnesses for the prosecution.

46. The Court, however, hastens to add that it is the discretion of the prosecution to decide as to whom should be on their list of witnesses and whom to call as witness. This discretion is not to be interfered by the Court. But when the prosecution is, as in the present case, relying on the version of Mr. Yonousse Katoaroo as to how this massive fraud of Rs. 80 million occurred and who were the real masterminds behind it, the prosecution is legally bound and has a duty to call Mr. Yonousse Katoaroo as a witness before the Court. The testimony of Mr. Yonousse Katoaroo became even more important since accused no.1, 2 and 5 have always denied being the masterminds not only in their statements during the enquiry but also in Court, on oath or from the dock. They all claimed that instructions came from Mr. Yonousse Katoaroo and that money was remitted to him. Accused no.1 went as far as deposing under oath and withstood cross-examination to the effect that it was Mr. Yonousse Katoaroo who influenced him to participate in that massive fraud. True it is that companies were registered before that massive fraud took place. But again, accused no.1, under oath, stated that it was Mr. Yonousse Katoaroo who instructed him to register these companies for the transfer money therein. Accused no.1 testimony to that effect has remained unrebutted in the absence of the testimony of Mr. Yonousse Katoaroo before the Court.
47. Undoubtedly, the key to the pandora's box concealing this massive fraud of Rs. 80 million lies with Mr. Yonousse Katoaroo. It is apposite that Mr. Yonousse Katoaroo has already been prosecuted for money laundering of Rs. 8 million that he received from this massive fraud. He had pleaded guilty and was sentence to a fine of Rs. 650,000/-. That sentence was not appealed by the prosecution. Moreover, as can be seen from that sentence, Mr. Yonousse Katoaroo stated, under oath, that he is willing to be a witness for the prosecution in any future related case in Court.
48. The Prosecution also later filed the case of **Maudarbaccus v/s The State (1961) MR 65** in support of their submissions that there was no need to call Mr. Yonousse Katoaroo. Unfortunately, in that case, the issue of hearsay evidence never arose and the evidence of the fingerprint found on a bulb as belonging to accused was not disputed. In the present case, any evidence of Mr. Yonousse Katoaroo implicating accused no.1, 2 and 5 was all throughout heavily objected as being hearsay evidence.
49. The prosecution also submitted that in the public interest, the Court has to be bold and daring when sentencing the accused in the present case. The Court is much aware of the public interest at stake in such a type of case and the ramifications on Mauritius as a reputable Financial Centre. But by not calling Mr. Yonousse Katoaroo, the Court has been left in the dark as to how this massive fraud of Rs. 80 million was planned and executed and who were the real

masterminds behind it the more so when, as indicated earlier, out of that massive fraud of Rs. 80 million, only approximately Rs. 39,619,000/- can be related, as having been received, in the company accounts of accused no.1, 2 and 5 as per the Information and evidence adduced by the Prosecution.

50. Therefore, the Court cannot rely on the testimony of the enquiring officers as evidence that the masterminds behind this whole massive fraud of Rs. 80 million are accused no.1 and 2. But the Court, amongst others, can only rely on the amount of money received by accused no.1, 2, 3 and 5 as a relevant factor for sentencing purposes.

d. discount for guilty plea

51. In relation to the discount to be given to an accused party who pleads guilty, **section 69B of the District and Intermediate Courts (Criminal Jurisdiction) Act** provides that:

“The District and Intermediate Court may mitigate the sentence of an accused party who appears before it and makes, in the opinion of the Court, a timely plea of guilty to the offence with which he stands charged.”

52. In **State v Mootien (2009) SCJ 28**, it was held that:

“In relation to the discount to be given to an accused party who pleads guilty, I bear in mind the SGC Revised Guideline “Reduction in Sentence for Guilty plea (July 2007) referred to in Blackstone’s Criminal Practice (2008)” at page 2070 to which I was referred by Counsel for accused No. 1. I also agree that the Criminal Division of the Supreme Court seems to have applied the recommendation contained in that guideline that one third deduction be given where the plea is indicated at the first reasonable opportunity. However, I am of the view that the actual discount to be given for a plea of guilty still remains a matter of discretion for the Court having regard to the circumstances of each particular case.”
(underlining is mine)

53. In **The State v/s Cheetamun (2017) SCJ 443**, late Judge P. Fekna explained the rationale and extent of the discount to be given for a guilty plea as follows:

“[2] Guilty plea entered in a timely manner

*In the case of **Tyack L. J. M. v The State [2004 SCJ 140]** the Court referred with approval to the following extract from **Goolfee Sheik Nizam v The State [1996 SCJ 144]**:*

“ pleas of guilty often save the distress of witnesses in having to give evidence, as well as inconvenience and loss of time; and in present conditions such pleas are essential to prevent congestion in the courts. In the light of the above observations, we are of the view that a plea of guilty should operate as a strong mitigating factor. It would be pointless for accused parties to plead guilty, thereby showing remorse, saving the time of the court and sparing witnesses the ordeal of testifying, if in spite of such a plea, they are to be visited with maximum penalty that a court can inflict for the offence”.

The Court went on to refer to the case of **R v P. E. Buffrey (1993) 14 Cr. App. R. 511** where it was held that:

“It would be quite wrong for us to suggest that there was any absolute rule as to what the discount should be. Each case must be assessed by the trial judge on its own facts and there will be considerable variance as between one case and another.... But as a general guidance - and I emphasise only as general guidance - this Court believes that something of an order of one-third would very often be an appropriate discount from the sentence which would otherwise be imposed in a contested trial”.

The present case was scheduled to be heard before a jury sitting at assizes. However, the accused pleaded guilty on the very first day, even before the jury was constituted. The extracts quoted above show that a guilty plea which saves the time of the court and expenses on the State is a strong mitigating factor which may entitle an accused party to a discount of sentence. Having duly considered the circumstances of the present case, I am of the view that the accused should be given the full one-third discount for his timely guilty plea.”
(underlining is mine)

54. In the present case, accused no.1, 2, 3 and 5 pleaded guilty as soon as the plea was taken on the 09th April 2025. Trial had not yet started and no witnesses had been called by the prosecution. A hearing on a guilty plea in the present case took almost a year to be completed. One can just imagine and wonder how much time and resources would have been needed for a contested trial, this over and above the ordeal to witnesses during that time. All this have been spared by those accused having pleaded guilty. As such, the Court is of the view that all the accused should be given the full one-third discount for their timely guilty plea.

e. **previous conviction of accused no.2**

55. It has been submitted, by Learned Counsel for the prosecution, that the previous conviction of accused no.2, although not cognate to the present offences, should still be relied by the Court as to the modus operandi used thereat is similar to the present case. Learned Counsel for the prosecution also invited the Court to refer to the case of **Dip & ors v The State (2021) SCJ 36** to see that modus operandi and similarity with the facts and circumstances of the present case.

56. Accused no.2 was prosecuted in **Dip (supra)** for the offence of conspiracy to defraud Diadeis Maurice Ltée for a certain sum of money. He was convicted, following a plea of not guilty, and was sentenced to a term of imprisonment of 12 months. That term of imprisonment was substituted to a fine of Rs. 100,000/- by the President of the Republic on the advice of the Commission on the Prerogative of Mercy (**Doc X**).

57. The Court hereby is reproducing the relevant extracts from **Dip (supra)**:

“The case against the appellants rested mainly on the evidence of witness No. 4. Mr. Avinash Kona Yernkinnowdu (Kona). His testimony was to the effect that in the year 2008, he was working at the Barclays Bank (the bank) and he was responsible for marketing loans and credit cards. He knew the appellant No. 1 who had been formerly an employee of the bank but who had since left the bank and taken employment with the accounting firm, De Chazal Du Mée (DCDM).

In June or July 2008, the appellant No. 1 phoned witness Kona and asked him for the authorised signatures and bank statements of a client of the bank, namely a company known as Diadeis Maurice Ltée (Diadeis), allegedly for the purposes of auditing the accounts of the said company. The reason that the appellant No. 1 gave to Kona for the request was that an application for the required information, through established procedures at the bank, would take a long time.

Following the above request, witness Kona obtained the required details from another employee of the bank.

Later on the same day, the appellant No. 1 phoned Kona anew and arranged to meet him in the car park at Shoprite, Trianon to retrieve the information.

Kona duly met the appellant No. 1 who was in company of the appellant No. 2 at the time. As he remitted the documents to the appellant No. 1, the latter

informed him that the documents would be used in connection with illegal transactions or transfers. The witness immediately asked for the return of the documents but the appellant No. 1 refused to do so and threatened to implicate Kona if he disclosed the matter to anyone.

Kona went on to state that the appellant No. 1 in fact used the information regarding the Diadeis's account with the bank and obtained from Kona to effect two transfers of Rs 500,000 each from the account of the company into two different accounts held by the appellant No. 2, one with the Barclays Bank and the second one with the Mauritius Commercial Bank (MCB). The appellant No. 1 further requested Kona to verify and ascertain whether the transfer into the appellant No. 2's account with the Barclays Bank had been successful which Kona duly confirmed.

The appellant No. 1, a former employee of the Barclays bank, instigated the conspiracy by contacting Kona, another employee of the bank, with whom he was acquainted, for information regarding the authorised signatories and bank statements of Diadeis's account with the bank. He informed Kona that he would use the information obtained to effect illegal 10 transactions and transfers from the company's account and this, when he was in company of the appellant No. 2.

The participation of the appellant No. 2 in the scheme and his intention to defraud Diadeis may be inferred from the circumstances inasmuch as he was in company of the appellant No. 1 at the relevant time and he did not do anything to dissociate himself in any way from the scheme.

On the contrary, it can be safely inferred from the circumstances that he had agreed "to play a part in the agreed course of conduct in furtherance of the criminal purpose which the agreed course of conduct was intended to achieve" inasmuch as, in furtherance of this agreement, a total amount of Rs 1M was transferred from the company's account with the bank on 11 July 2008 into two of the appellant No. 2's bank accounts, Rs 500,000 into his account with the Barclays Bank at Mahebourg and Rs 500,000 into his account with the MCB at Curepipe. Following these transfers, the appellant No. 2 effected several withdrawals from the said accounts in a short lapse of time.

...

We consider that the same principles are applicable with respect to the appellant No. 2's conviction under count 1 inasmuch as he was an active participant in the conspiracy and the money fraudulently transferred was credited into his bank

account and he knowingly appropriated it and effected withdrawals and payments in a total amount of Rs 954,900.”

58. From the above extract, it can be seen that the participation of accused no.2 in that case was clearly established by the prosecution through the evidence of one Kona who was called as a witness. Accused no.2 influence and threats on Kona were equally established in that case whereby accused no.2 made the illegal transfers himself through a bank in which he was a former employee. Now, for the Court to conclude that a similar modus operandi was used by accused no.2 in the present case, the evidence of Mr. Younousse Katoaroo was essential to establish the precise participation of each accused in that massive fraud of Rs. 80 million the more so when the said Younousse Katoaroo was *participes criminis* in the present fraud contrary to Kona in the case of **Dip (supra)** and that it has always been claimed by accused no.1, 2 and 5 that it was Mr. Younousse Katoaroo who was giving instructions for the transfer of money. However, the case of **Dip (supra)** is relevant to the extent that accused no.2 was previously involved, albeit a co-conspirator, for a fraud that was committed at a Bank.

f. refund by accused no.2

59. As per the testimony of Mr. S. Murday, attorney-at-law, following a case that was lodged by Bramer Bank before the Supreme Court, accused no.2, as one of the six defendants in that case, has paid Rs. 1,945,000/- (**Doc FA**) to Bramer Banking Corporation (In Liquidation) following which he was put out of cause in that case on the 23rd March 2025 (**Doc HA**). Albeit at the stage of trial, a refund by an accused party, is a mitigating factor which must be taken into account by the Court for sentencing purposes the more so when that sum represents a significant amount of what was in fact received by accused no.2 in his company accounts – See **Damree v The State (2011) SCJ 212** whereby a refund by an appellant, at appeal stage, was taken into account to reduce the amount of imprisonment that was inflicted.

60. Recently, in **Gisske v/s The State (2026) SCJ 105**, the appellant was prosecuted on 20 counts of money laundering, in breach of **sections 3(1)(b), 6 and 8 of the FIAMLA**. The appellant participated in a number of fraudulent internet banking transactions to the prejudice of one Mr. Marthinusen by transferring money from latter's bank account at Investec Bank into his bank account at the Mauritius Commercial Bank. When Investec Bank discovered the fraud, appellant paid back a total sum of Rs. 820,000/- including legal fees which the bank had asked him to pay. The Appellate Court was of the view that a custodial sentence of 6 months imprisonment was not harsh and excessive for money laundering of a total amount of approximately Rs 13,386,799 and that the imposition of a fine, together with that term of imprisonment, was inappropriate given the refund made by the appellant.

g. can the Court impose a term of imprisonment for money laundering offences?

61. It is the submission of Learned Counsel for the prosecution that the Court cannot impose a term of imprisonment lesser than the minimum term of 3 years penal servitude since **sections 150, 151 and Part X of the Criminal Procedure Act and the Probation of Offenders Act** does not apply to a conviction under **section 3 of the FIAMLA**.

62. It is unfortunate that some 16 years after the landmark case of **Gangasing Aubeeluck v The State of Mauritius [2010] UKPC 13**, such a submission is still be made in Court. Courts have time and again affirmed that the principles of proportionality dictate that a sentence should be commensurate with the gravity of the offence committed and the facts and circumstances surrounding its commission albeit being a sentence below the minimum term provided – See also **Gisske (supra)**.

h. delay

63. It is undisputed that a delay of approximately 15 years has elapsed since the commission of the present offences. That delay in itself is substantial and should be taken into account as a relevant factor for sentencing purposes quoad all the accused – See **The MCB v ICAC (2025) SCJ 357** and **Boolell v The State (2006) UKPC 46**.

i. the different charges against the accused

64. As already highlighted earlier, as per the evidence adduced by the prosecution, out of that massive fraud of Rs. 80 million, only approximately Rs. 39,619,000/- can be said to have been received, in the company accounts of accused no.1, 2 and 5.

65. Again, as per the Information before the Court and evidence adduced by the prosecution, out of that Rs. 39,619,000/-:

d. Rs. 10,738,000/- was received by accused no.1 in his company accounts (**Counts 163 to 172**);

e. Rs. 3,500,000/- was received by accused no.2 in his company accounts (**Counts 173 and 174**);

f. Rs. 23,295,000/- was received by accused no.5 in his company accounts (**Counts 175 to 190**).

66. Accused no.1 further received (i) Rs. 1,300,000/- from Merishky Co. Ltd (**Count 130**), (ii) Rs. 200,000/- from Merishky Co. Ltd (**Count 134**), (iii) Rs. 200,000/- from Merishky Co. Ltd (**Count 135**), (iv) Rs. 200,000/- from Merishky Co. Ltd (**Count 137**), (v) Rs. 300,000/- from Greyline Co. Ltd (**Count 138**), (vi) Rs. 190,000/- from Greyline Co. Ltd (**Count 141**), (vii) Rs. 300,000/- from Greyline Co. Ltd (**Count 142**), (viii) Rs. 115,000/- from Greyline Co. Ltd (**Count 143**), and (ix) Rs. 300,000/- from Greyline Co. Ltd (**Count 145**) for a total of Rs. 3,105,000/-.
67. The total sum that was actually received by accused no.1 is therefore approximately Rs. 13,843,000/- (Rs. 10,738,000/- + Rs. 3,105,000/-). The other Counts of the Information relating to accused no.1 relate to that same money that he further disposed or transferred in different ways.
68. As for accused no.2, **Counts 147 to 159** relates to money that was received by him through Yeschem Co. Ltd, which money had itself been received by Yeschem Co. Ltd as part of the fraud that occurred at Bramer Bank and to which he pleaded guilty under **Counts 173 and 174**.
69. As for accused no.3, **Counts 160 and 161** relates to money he received from Sparon Consultancy Ltd.
70. As for accused no.5, **Counts 175 to 190** relate to a total sum of Rs. 25,381,000/- that was received by him in his company accounts as part of the fraud that occurred at Bramer Bank.

F. SENTENCE

71. Prior to 29th May 2019, the maximum sentence applicable for the offence of money laundering was a fine not exceeding Rs2 million and to penal servitude not exceeding 10 years. As at 29th May 2019, the legislator increased the fine to Rs.10 million and the penal servitude to 20 years – See **Act 9 of 2019** and **section 8 of FIAMLA**. The present offences occurred in 2011.
72. The Court is also alive to the overriding principle that the sentence to be inflicted must be commensurate with the gravity of the offence – see **Khoyratty v The State (2018) SCJ 382**.
73. The Court has taken into account all the factors as highlighted above. The gravity of the offence is undisputed. The Court is very much aware of the public interest at stake and the need to send a strong signal in terms of sentencing. But in absence of the testimony of Mr. Younousse Katoaroo before the Court, the real masterminds behind how this massive fraud of Rs. 80 million at Bramer Bank was orchestrated, planned, and executed, have remained unknown. But it is undeniable that Mr. Younousse Katoaroo's role was pivotal and essential in that

massive fraud as explained by Mr. Mohamad Issa Soormally (witness no.3). He was the one having knowledge of banking information relating to offshore clients, he was the one handling their accounts, he was the one in contact with those clients and he was the one who fraudulently transferred money from the offshore accounts of those clients into the company accounts of accused no.1, 2 and 5. It is also undisputed that Mr. Younoussé Katoaroo received personally Rs. 8 million as a result of that massive fraud and for which he was prosecuted. He was sentenced, following a guilty plea, to a fine of Rs. 650,000/-. Although the Court is not bound, in anyway whatsoever, by the sentence inflicted to Mr. Younoussé Katoaroo, but given that it relates to the same fraud at Bramer Bank, it is surely a factor which the Court need to bear in mind when sentencing the all the accused in the present case.

74. The Court is further guided by the principles enunciated in **Iskendar v/s The State (2023) SCJ 145** to the effect that:

*“12 We are minded to follow the reasoning in the case of **Dharamdev Ramjeewon v The State [2009 SCJ 350]** where the Court had this to say:*

*“In the case of **Rujubally v. State [1996 SCJ 12]**, applied in **Labonne v. S [1998 SCJ 196]**, the Court said: “The fact that a lighter sentence has been passed on one or two or more co-accused is not in itself a ground on which the Court of Appeal necessarily interferes with a heavier sentence passed on the other. However, in an appropriate case the Court may take such disparity into account.”. The Court also referred to **R. v. Dickinson [1917 Crim LR 303]** where the Court of Appeal in England held that it was essential to show such disparity between offenders that any reasonable man would go away with a burning sense of grievance, and **R. v. Potter [1977 Crim L R 112]** where the Court of Appeal stated that a sentence which is not itself excessive may be reduced on appeal if a participant in the same or related offences has received a sentence which is so disparate that the appellant may be considered to have a justified sense of grievance.”*

We have found paragraph 5-106 from Archbold 2009 to be appropriate for full quotation –

“Disparity of sentence as a ground of appeal 5-106

*Disparity of sentence may occur in a number of different forms. The most obvious is where one co-defendant receives a more severe sentence than the other, when there is no good reason for the difference (see, for example, **R. v. Church, 7 Cr. App.R(S.) 370, CA**). There may equally be*

disparity when the defendants receive identical sentences, despite relevant differences in their culpability or personal circumstances (see *R. v. Sykes*, 2 Cr.App.R.(S.) 173, CA; and *R. v. Goodacre* [1996] 1 Cr.App.R.(S.) 424 CA).

A failure to distinguish in favour of a defendant who has pleaded guilty will normally amount to disparity (see *R. v. Quirke*, 4 Cr.App.R.(S.) 187, CA). There may equally be disparity where the difference between the sentences imposed on two defendants either exaggerates the difference in their culpability or personal circumstances (see *R. v. Frankson* [1996] 2 Cr.App.R.(S.) 366, CA), or is insufficient to mark the difference (see *R. v. Tilley*, 5 Cr.App.R.(S.) 235, CA; *R. v. Griffiths* [1996] 1 Cr.App.R.(S.) 444, CA). Where an offender has received a sentence which is not open to criticism when considered in isolation, but which is significantly more severe than has been imposed on his accomplice, and there is no reason for the differentiation, the Court of Appeal may reduce the sentence, but only if the disparity is serious. It has been said that the court would interfere where “right-thinking members of the public, with full knowledge of the relevant facts and circumstances [would] consider that something had gone wrong with the administration of justice” (per Lawton L.J. in *R. v. Fawcett*, 5 Cr.App.R.(S.) 158, CA); but this was rejected, as providing little guidance as to those cases in which the court’s sense of injustice would be so offended that it would interfere, in *R. v. Coleman and Petch*, unreported, October 10, 2007, CA [2007] EWCA Crim. 2318), where it was said that there was no identifiable principle on which the court would intervene on this ground. Certainly, there are cases where the court has refused to interfere with proper sentences by reference to the good fortune of another offender, where that other offender has received a lenient sentence for no apparent reason (*R. v. Tate* (2006) 150 S.J. 1192, CA) or, despite having been alleged to have been more deeply involved than the appellant, has been convicted of a lesser offence for lack of evidence (*Coleman and Petch*, ante).

The court will not make comparisons with sentences passed in the Crown Court in cases unconnected with that of the appellant (see *R. v. Large*, 3 Cr.App.R.(S.) 80, CA). There is some authority for the view that disparity will be entertained as a ground of appeal only in relation to sentences passed on different offenders on the same occasion; see *R. v. Stroud*, 65 Cr.App.R. 150, CA. It appears to have been ignored in more recent decisions, such as *R. v. Wood*, 5 Cr. app.R.(S.) 381, CA, *Fawcett*, ante, and *Broadbridge*, ante. The present position seems to be that the court will entertain submissions based on disparity of sentence between offenders

involved in the same case, irrespective of whether they were sentenced on the same occasion or by the same judge, so long as the test stated in Fawcett is satisfied.”

a. accused no.1

75. The Court has taken into consideration the time guilty plea of accused no.1, his clean record, his remorse expressed, his cooperation with the police, the fact that he was not involved in any criminal activity whatsoever following the present case, the social stigma and prejudice suffered and the delay of 15 years. However, the Court is of the view that amount of Rs. 13,843,000/- received by accused no.1 directly, as part of that massive fraud, warrants a custodial sentence under those Counts. The Court is however of the view that the minimum of three years penal servitude will be harsh and excessive and that a term of imprisonment, simpliciter, under those Counts will meet the ends of justice. As for the remaining Counts, being the money forming part of that Rs. 13,843,000/- that was further transferred and/or disposed by accused no.1, the Court is of the view that a fine under those Counts will meet the ends of justice.

76. Accordingly, accused no.1 is sentenced to:

- 1) a fine of Rs. 150,000/- under Count 1;
- 2) a fine of Rs. 75,000/- under Count 2;
- 3) a fine of Rs. 10,000/- under Count 3;
- 4) a fine of Rs. 5,000/- under Count 4;
- 5) a fine of Rs. 3,000/- under Count 5;
- 6) a fine of Rs. 3,000/- under Count 6;
- 7) a fine of Rs. 15,000/- under Count 7;
- 8) a fine of Rs. 50,000/- under Count 8;
- 9) a fine of Rs. 12,000/- under Count 9;
- 10) a fine of Rs. 100,000/- under Count 10;
- 11) a fine of Rs. 10,000/- under Count 11;
- 12) a fine of Rs. 15,000/- under Count 12;
- 13) a fine of Rs. 15,000/- under Count 13;
- 14) a fine of Rs. 10,000/- under Count 14;
- 15) a fine of Rs. 4,000/- under Count 15;
- 16) a fine of Rs. 35,000/- under Count 16;
- 17) a fine of Rs. 25,000/- under Count 17;
- 18) a fine of Rs. 3,000/- under Count 18;
- 19) a fine of Rs. 9,000/- under Count 19;
- 20) a fine of Rs. 15,000/- under Count 20;
- 21) a fine of Rs. 8,000/- under Count 21;

- 22) a fine of Rs. 18,000/- under Count 22;
- 23) a fine of Rs. 2,000/- under Count 23;
- 24) a fine of Rs. 1,000/- under Count 24;
- 25) a fine of Rs. 2,000/- under Count 25;
- 26) a fine of Rs. 3,000/- under Count 26;
- 27) a fine of Rs. 1,000/- under Count 27;
- 28) a fine of Rs. 15,000/- under Count 28;
- 29) a fine of Rs. 12,000/- under Count 29;
- 30) a fine of Rs. 15,000/- under Count 30;
- 31) a fine of Rs. 12,000/- under Count 31;
- 32) a fine of Rs. 4,000/- under Count 32;
- 33) a fine of Rs. 185,000/- under Count 33;
- 34) a fine of Rs. 10,000/- under Count 34;
- 35) a fine of Rs. 40,000/- under Count 35;
- 36) a fine of Rs. 150,000/- under Count 36;
- 37) a fine of Rs. 40,000/- under Count 37;
- 38) a fine of Rs. 10,000/- under Count 38;
- 39) a fine of Rs. 40,000 under Count 39;
- 40) a fine of Rs. 7,000/- under Count 40;
- 41) a fine of Rs. 8,000/- under Count 41;
- 42) a fine of Rs. 5,000/- under Count 42;
- 43) a fine of Rs. 1,000/- under Count 43;
- 44) a fine of Rs. 2,000/- under Count 44;
- 45) a fine of Rs. 1,000/- under Count 45;
- 46) a fine of Rs. 10,000/- under Count 46;
- 47) a fine of Rs. 1,000/- under Count 47;
- 48) a fine of Rs. 7,000/- under Count 48;
- 49) a fine of Rs. 5,000/- under Count 49;
- 50) a fine of Rs. 75,000/- under Count 50;
- 51) a fine of Rs. 60,000/- under Count 51;
- 52) a fine of Rs. 1,000/- under Count 52;
- 53) a fine of Rs. 10,000/- under Count 53;
- 54) a fine of Rs. 2,000/- under Count 54;
- 55) a fine of Rs. 2,000/- under Count 55;
- 56) a fine of Rs. 10,000/- under Count 56;
- 57) a fine of Rs. 12,000/- under Count 57;
- 58) a fine of Rs. 2,000/- under Count 58;
- 59) a fine of Rs. 7,000/- under Count 59;
- 60) a fine of Rs. 5,000/- under Count 60;
- 61) a fine of Rs. 60,000/- under Count 61;

62) a fine of Rs. 75,000/- under Count 62;
63) a fine of Rs. 35,000/- under Count 63;
64) a fine of Rs. 25,000/- under Count 64;
65) a fine of Rs. 35,000/- under Count 65;
66) a fine of Rs. 10,000/- under Count 66;
67) a fine of Rs. 10,000/- under Count 67;
68) a fine of Rs. 60,000/- under Count 68;
69) a fine of Rs. 35,000/- under Count 69;
70) a fine of Rs. 25,000/- under Count 70;
71) a fine of Rs. 8,000/- under Count 71;
72) a fine of Rs. 2,000/- under Count 72;
73) a fine of Rs. 15,000/- under Count 73;
74) a fine of Rs. 15,000/- under Count 74;
75) a fine of Rs. 1,000/- under Count 75;
76) a fine of Rs. 5,000/- under Count 76;
77) a fine of Rs. 7,000/- under Count 77;
78) a fine of Rs. 1,000/- under Count 78;
79) a fine of Rs. 7,000/- under Count 79;
80) a fine of Rs. 8,000/- under Count 80;
81) a fine of Rs. 7,000/- under Count 81;
82) a fine of Rs. 8,000/- under Count 82;
83) a fine of Rs. 35,000/- under Count 83;
84) a fine of Rs. 15,000/- under Count 84;
85) a fine of Rs. 7,000/- under Count 85;
86) a fine of Rs. 35,000/- under Count 86;
87) a fine of Rs. 15,000/- under Count 87;
88) a fine of Rs. 9,000/- under Count 88;
89) a fine of Rs. 35,000/- under Count 89;
90) a fine of Rs. 50,000/- under Count 90;
91) a fine of Rs. 75,000/- under Count 91;
92) a fine of Rs. 35,000/- under Count 92;
93) a fine of Rs. 35,000/- under Count 93;
94) a fine of Rs. 7,000/- under Count 94;
95) a fine of Rs. 15,000/- under Count 95;
96) a fine of Rs. 15,000/- under Count 96;
97) a fine of Rs. 20,000/- under Count 97;
98) a fine of Rs. 5,000/- under Count 98;
99) a fine of Rs. 2,000/- under Count 99;
100) a fine of Rs. 5,000/- under Count 100;
101) a fine of Rs. 2,000/- under Count 101;

- 102) a fine of Rs. 5,000/- under Count 102;
- 103) a fine of Rs.15,000/- under Count 103;
- 104) a fine of Rs. 35,000/- under Count 104;
- 105) a fine of Rs. 6,000/- under Count 105;
- 106) a fine of Rs. 50,000/- under Count 106;
- 107) a fine of Rs. 75,000/- under Count 107;
- 108) a fine of Rs. 55,000/- under Count 108;
- 109) a fine of Rs. 80,000/- under Count 109;
- 110) a fine of Rs. 2,000/- under Count 110;
- 111) a fine of Rs. 5,000/- under Count 111;
- 112) a fine of Rs. 200,000/- under Count 112;
- 113) a fine of Rs. 75,000/- under Count 113;
- 114) a fine of Rs. 75,000/- under Count 114;
- 115) a fine of Rs. 75,000/- under Count 115;
- 116) a fine of Rs. 200,000/- under Count 116;
- 117) a fine of Rs. 150,000/- under Count 117;
- 118) a fine of Rs. 200,000/- under Count 118;
- 119) a fine of Rs. 100,000/- under Count 119;
- 120) a fine of Rs. 8,000/- under Count 120;
- 121) a fine of Rs. 15,000/- under Count 121;
- 122) a fine of Rs. 75,000/- under Count 122;
- 123) a fine of Rs. 300,000/- under Count 123;
- 124) a fine of Rs. 35,000/- under Count 124;
- 125) a fine of Rs. 300,000/- under Count 125;
- 126) a fine of Rs. 60,000/- under Count 126;
- 127) a fine of Rs. 60,000/- under Count 127;
- 128) a fine of Rs. 75,000/- under Count 128;
- 129) a fine of Rs. 8,000/- under Count 129;
- 130) a term of imprisonment of 5 months under Count 130;
- 131) a fine of Rs. 100,000/- under Count 131;
- 132) a fine of Rs. 1,000/- under Count 132;
- 133) a fine of Rs. 75,000/- under Count 133;
- 134) a term of imprisonment of 2 weeks under Count 134;
- 135) a term of imprisonment of 2 weeks under Count 135;
- 136) a fine of Rs. 35,000/- under Count 136;
- 137) a term of imprisonment of 2 weeks under Count 137;
- 138) a term of imprisonment of 2 weeks under Count 138;
- 139) a fine of Rs. 30,000/- under Count 139;
- 140) a fine of Rs. 100,000/- under Count 140;
- 141) a term of imprisonment of 2 weeks under Count 141;

- 142) a term of imprisonment of 2 weeks under Count 142;
- 143) a term of imprisonment of 2 weeks under Count 143;
- 144) a fine of Rs. 125,000/- under Count 144;
- 145) a term of imprisonment of 2 weeks under Count 145;
- 146) a fine of Rs. 15,000/- under Count 146;
- 147) a term of imprisonment of 6 months under Count 163;
- 148) a term of imprisonment of 2 months under Count 164;
- 149) a term of imprisonment of 1 month under Count 165;
- 150) a term of imprisonment of 1 month under Count 166;
- 151) a term of imprisonment of 1 month under Count 167;
- 152) a term of imprisonment of 1 month under Count 168;
- 153) a term of imprisonment of 6 months under Count 169;
- 154) a term of imprisonment of 6 months under Count 170;
- 155) a term of imprisonment of 4 months under Count 171; and
- 156) a term of imprisonment of 9 months under Count 172.

77. Accused no.1 has spent 24 days in police cell and 6 days on remand in connection with the present case. **Therefore, 30 days shall be fully deducted from his term of imprisonment in accordance with section 135 of the Criminal Procedure Act.**

a. accused no.2

78. The Court has taken into consideration the time guilty plea of accused no.2, his remorse expressed, the refund of Rs. 1,945,000/- that he has effected, his cooperation with the police, his family condition, his financial commitments, the fact that he was not involved in any criminal activity whatsoever following the present case, his willingness to depose against other protagonists in this massive fraud and the delay of 15 years. On the other hand, the Court has also taken into account the previous conviction of accused no.2, though not cognate, but shows that he was involved in a fraud committed at the expense of a bank as a co-conspirator. However, the Court is of the view that the amount of Rs. 3,500,000/- received by accused no.2 directly, as part of that massive fraud, quoad the above mitigating factors and taking into account the fine of Rs. 650,000/- that was inflicted to Mr. Younousse Katoaroo for money laundering of Rs. 8 million he received and for which he did not make any refund, does not warrant a custodial sentence under those Counts and that a fine will meet the ends of justice. Equally, as for the remaining Counts against him, being money forming part of that Rs. 3,500,000/-, the Court is of the view that a fine under those Counts will meet the ends of justice.

79. Accordingly, accused no.2 is sentenced to:

- 1) a fine of Rs. 100,000/- under Count 147;
- 2) a fine of Rs. 25,000/- under Count 148;
- 3) a fine of Rs. 10,000/- under Count 149;
- 4) a fine of Rs. 35,000/- under Count 150;
- 5) a fine of Rs. 15,000/- under Count 151;
- 6) a fine of Rs. 15,000/- under Count 152;
- 7) a fine of Rs. 15,000/- under Count 153;
- 8) a fine of Rs. 45,000/- under Count 154;
- 9) a fine of Rs. 15,000/- under Count 155;
- 10) a fine of Rs. 25,000/- under Count 156;
- 11) a fine of Rs. 10,000/- under Count 157;
- 12) a fine of Rs. 100,000/- under Count 158;
- 13) a fine of Rs. 20,000/- under Count 159;
- 14) a fine of Rs. 400,000/- under Count 173; and
- 15) a fine of Rs. 500,000/- under Count 174.

c. Accused no.3

80. The Court has taken into consideration the time guilty plea of accused no.3, his previous conviction (**Doc X1**) which does not relate to any cognate offence, his remorse expressed, his cooperation during the enquiry, his health condition, the fact that he was not involved in any criminal activity whatsoever following the present case, the social stigma and prejudice suffered, his family situation and the delay of 15 years. The Court is of the view that a fine under Counts 160 and 161 will meet the ends of justice.

81. Accused no.3 is accordingly sentenced to:

- 1) a fine of Rs. 75,000/- under Count 160; and
- 2) a fine of Rs. 50,000/- under Count 161.

d. Accused no.5

82. The Court has taken into consideration the time guilty plea of accused no.5, his remorse expressed, his cooperation with the police and the delay of 15 years. However, the Court is of the view that amount of Rs. 25,381,000/- received by accused no.5, as part of that massive fraud and his previous conviction (**Doc X2**) showing his involvement in dishonesty offences on several occasions, warrant a custodial sentence under those Counts and a fine on the lower end taking into account that he has already been prosecuted, convicted and sentenced to a fine

of Rs. 602,000/- for money laundering of money of approximately Rs. 4 million that formed part of that Rs. 25,381,000/- that was further transferred by him. It is apposite that the Court, in that particular sentence, as far back as 06th April 2022, noted that accused no.5 involvement in the fraud was less than Mr. Younoussé Katoaroo. The situation is similar in the present case the more so when Mr. Younoussé Katoaroo was not called to establish the precise participation of each accused. The Court is further of the view that the minimum of three years penal servitude will be harsh and excessive and that a term of imprisonment under those Counts and a fine, as stated above, will meet the ends of justice.

83. Accused no.5 is accordingly sentenced to:

- 1) a term of imprisonment of 18 months and a fine of Rs. 150,000/- under Count 175;
- 2) a term of imprisonment of 18 months and a fine of Rs. 150,000/- under Count 176;
- 3) a term of imprisonment of 9 months and a fine of Rs. 75,000/- under Count 177;
- 4) a term of imprisonment of 9 months and a fine of Rs. 75,000/- under Count 178;
- 5) a term of imprisonment of 9 months and a fine of Rs. 75,000/- under Count 179;
- 6) a term of imprisonment of 12 months and a fine of Rs. 75,000/- under Count 180
- 7) a term of imprisonment of 13 months and a fine of Rs. 75,000/- under Count 181;
- 8) a term of imprisonment of 7 months and a fine of Rs. 100,000/- under Count 182;
- 9) a term of imprisonment of 6 months and a fine of Rs. 90,000/- under Count 183;
- 10) a term of imprisonment of 6 months and a fine of Rs. 90,000/- under Count 184;
- 11) a term of imprisonment of 8 months and a fine of Rs. 85,000/- under Count 185;
- 12) a term of imprisonment of 9 months and a fine of Rs. 90,000/- under Count 186;
- 13) a term of imprisonment of 10 months and a fine of Rs. 125,000/- under Count 187;
- 14) a term of imprisonment of 6 months and a fine of Rs. 75,000/- under Count 188;
- 15) a term of imprisonment of 12 months and a fine of Rs. 125,000/- under Count 189; and
- 16) a term of imprisonment of 12 months and a fine of Rs. 125,000/- under Count 190.

84. Accused no.5 has spent 28 days in police cell and 10 days on remand in connection with the present case. **Therefore, 38 days shall be fully deducted from his term of imprisonment in accordance with section 135 of the Criminal Procedure Act.**

85. Accused no.1, 2, 3 and 5 are further ordered to pay Rs. 500/- as costs.

86. On a final note, apart from the Written Submissions of the prosecution not having a proper numbering, with grammatical mistakes and sentences not properly written or incomplete, the Court views with concern and regret certain expressions in the Written Submissions of the prosecution, namely at page 11: *"It is the version of the Prosecution that from what was a threat at the beginning because "une poule aux oeufs d'or for YK and IH (don't know if defence and Court will allow me to submit along those lines as YK did not testify)"* , at page 16: *"Now accused claiming have*

children, mother has passed away and so on, my answer to that when they had all those millions in their possession, or committed the fraud didn't they think about their children at that time or their mother and father or any relations and how this can bring them into trouble, , bring their family to shame ... mere excused to” and at page 13: “have to choose between carrot ou le baton, le baton will be the threat, causing harm to his family if he does not execute what acc 1 and 2 told him.” and “Beouf travail cheval manzer”. The least being said about this the better especially when no treat to anyone's family by accused no.1 and 2 has been established and that the accused were showing how their families have been affected by their acts and for which they have shown remorse as mitigating factors.

A.R.TAJOODEEN
Magistrate of the Intermediate Court (Financial Crimes Division)
17.04.2026