

CONFIDENTIAL**BOARD OF DISCIPLINE****Constituted under Section 21A of the Chartered Accountants Act 1949****Findings under Rule 14(9) of the Chartered Accountants (Procedure of Investigations of Professional and Other Misconduct and Conduct of Cases) Rules, 2007****File No: PR-312/14/DD/326/2014/BOD/349/2017****CORAM (present in person):**

CA. Prasanna Kumar D., Presiding Officer

Ms. Dolly Chakrabarty (IAAS, ret'd.), Government Nominee

CA. (Dr.) Raj Chawla, Member

In matter of:Ms. Radha Mehta,
New Delhi

.....Complainant

-Vs-

CA. Sanjeev Chhabra (M.No. 088058),
Abohar (Pb.)

.....Respondent

DATE OF FINAL HEARING	:	28 th July 2022
PLACE OF FINAL HEARING	:	New Delhi/ through video conferencing

PARTIES PRESENT:

Respondent	:	CA. Sanjeev Chhabra (through Video Conferencing)
Counsel for the Respondent	:	Shri Rajeev Maini (through Video Conferencing) Ms. Shreya Maini (through Video Conferencing)
Counsel for the Complainant	:	Adv. Rahul Shukla (present in person)

FINDINGS:**BRIEF FACTS OF THE CASE:**

1.1. The Respondent was appointed as Chartered Accountant by the mother of the Complainant (Late Smt. Sharda Obhrai). The Complainant also trusted him and

appointed him to look after her accounts. In the aforesaid capacity, the Respondent was looking after all the investments, savings and income of the Complainant and her mother. He was entrusted to file Income Tax Returns, keep accounts and give advice on financial matters as and when required. He was entrusted with all the original share certificates, mutual funds and other documents.

- 1.2. After the demise of the Complainant's mother, the Respondent was entrusted with the job of mutation / transfer of shares, mutual funds, fixed deposits and other investments. For the aforesaid purposes, the Respondent used to get various documents signed from the Complainant. The Respondent also advised to the Complainant that she is not having any income; therefore she should not file her income tax return. The Complainant received a notice from Income-Tax Department, New Delhi on 04.08.2013 regarding the purchase and sale of mutual funds in the name of the Complainant and asked her to furnish all the details. On enquiry, the Complainant came to know that Birla Sun Life Mutual Fund was transferred in her name and was redeemed in a joint account bearing No. 90492010091487 in Syndicate Bank, Hauz Khas Branch, New Delhi.
- 1.3. On 30.08.2013, the Complainant visited the Syndicate Bank, Hauz Khas Branch, New Delhi and came to know that her Chartered Accountant i.e. the Respondent has opened a joint account bearing No. 90492010091487 wherein he is a joint account holder. The said account was opened without Complainant's permission and with intention to cheat her. The Account statement of the said account clearly reflects that the Respondent was depositing all the cheques issued in the Complainant's name and withdrawing the money through ATM and cheques himself and transferred a substantial amount in the name of his family members.
- 1.4. After discovering the aforesaid fraud, the Complainant asked the Respondent to return all the documents including accounts books, ITRs and other papers of the Complainant and her mother which is lying in his possession and he has not returned so far. On 09.09.2013, the Complainant lodged a complaint against the Respondent in P.S. Hauz Khas and after conducting a thorough inquiry in which the Respondent also participated. Police registered a FIR against him under section 420/406/120B/IPC. The Complainant filed a suit for recovery of money against the Respondent and his wife and daughter being CS(OS) No.953 of 2014 titled as Radha Mehta Vs. Sanjeev Chhabra & Ors. In the joint written statement filed in CS(OS) No.953 of 2014, the Respondent alleged that the Complainant is holding two PAN cards one in her own and the other one in the name of Badha Mehta. He further alleged that several other accounts were also opened by using his address.

- 1.5. From the aforesaid, it is clear that the Respondent who was a CA of the Complainant and her mother, had cheated them by misusing the trust of Complainant and her mother. He diverted funds belonging to the Complainant and her mother into various secret Bank Accounts opened fraudulently in the name of the Complainant wherein he made himself as joint account holder. While opening such accounts, the Respondent provided all his contact details with an intention to keep the said account discreet. He also applied for PAN Card of the Complainant which was wrongly issued in the name of Badha Mehta. When the Complainant returned the said PAN card to him to get it corrected, he intentionally retained the PAN Card wrongly issued in the name of Badha Mehta and applied for a new one in the name of Radha Mehta.

CHARGE ALLEGED:

2. The allegations against the Respondent in the instant case is giving wrong advice relating to filing of return of income of the Complainant and cheating the Complainant by opening joint account with her without taking any permission.

The Board on consideration of the Prima Facie Opinion dated 25th May, 2017 of the Director (Discipline) noted that a joint account had been opened in the name of the Complainant and the Respondent on 27th August 2009 in the Syndicate Bank, Haus Khas branch in which the Respondent was the introducer and carried the mobile number and email address of the Respondent in the contact details. The Board also perused the copy of the emails brought on record by the Respondent to justify that the money withdrawn from the joint account in the syndicate Bank was utilised for the construction of the house as claimed by him and noted that in none of the emails, the reference of the Syndicate bank account details had been provided. Infact, the Respondent had quoted the bank account number of his ICICI bank account. Further, on perusal of the account opening form of the aforesaid account, the Board observed that no instruction as regards the operation of the saving account had been provided which implied that the account had to be operated on the instruction of both the account holders. However, the Respondent was not able to bring on record any documentary evidence to show that the withdrawals were at the instance of the Complainant. Accordingly, the Board did not accept the Prima Facie Opinion of the Director that the Respondent is NOT GUILTY of 'Other Misconduct' falling within the meaning of Clause (2) of Part IV of the First Schedule to the Chartered Accountants Acts, 1949 and decided to proceed under Chapter IV of the Chartered Accountants (Procedure of Investigations of Professional and Other Misconduct and Conduct of Cases) Rules, 2007.

BRIEF OF PROCEEDINGS HELD:

- 3.1. During the hearing held in the case on 26th April 2022, the Respondent alongwith his Counsel was present before the Board through video conferencing. However, neither the Complainant/her authorised representative were present before it nor was there any intimation as regards her non-appearance. since there was a change in the composition of the Board since the last hearing, the Board gave an option to the

Respondent as to whether he would like to have a De -Novo enquiry or continue from the last proceedings to which he stated that he would like to have the proceedings afresh. Since the Respondent wanted to have the proceedings afresh and further written submissions of both the Complainant and the Respondent were on record thus, to have an effective hearing in the case, the Board decided to adjourn the hearing and conduct the hearing in the presence of both the parties to the case. The Board also directed the office to examine the following from the documents on record:

1. Whether the Income Tax returns of the Complainant were filed by the Respondent?
2. Whether the Complainant received any notice from the Income Tax Department as regard existence of her 2 PAN cards or any other correspondence with the Income Tax Department as regard the said issue.
3. Details of all the cases filed by the Complainant against the Respondent and vice-versa.
4. Whether any account settlement between the Complainant and the Respondent was there.
5. Details of all transactions of suspicious nature by/with the Respondent.
6. When did the Complainant come to know about the offence allegedly committed by the Respondent and what action did she take thereafter.

3.2. Thereafter, at the time of hearing held in the case on 7th July 2022, the Counsel for the Complainant and the Respondent were present before the Board through video conferencing. The Counsel for the Complainant requested the Board to adjourn the hearing in the case as her senior Counsel who has to argue in the case is unwell. Keeping in view the ground of adjournment, the Board acceded to the request of the Complainant to provide a final opportunity to her to substantiate her case before the Board and decided to list the case for hearing on 18th July 2022.

3.3. Thereafter, at the time of hearing held in the case on 18th July 2022, the Respondent along with his Counsel was present before the Board. The Board noted that neither the Complainant nor her authorized representative was present before it. On telephonic enquiry, the Complainant informed that since her Counsel is not well, the case be fixed for hearing on some other date. The Board noted that when the case was last listed for hearing on 7th July 2022, the hearing had been adjourned to provide a final opportunity to the Complainant to substantiate her case before the Board. However, looking into the ground of adjournment and the principle of natural justice, the Board decided to adjourn the hearing in the case to provide a final opportunity to the Complainant to substantiate her case before it with the clear stipulation that in case she fails to appear either in person or through her authorised representative before the Board on the next date of hearing on 28th July 2022, the case shall be decided ex-parte.

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3.4. During the hearing held in the case on 28th July 2022, the Counsel for the Complainant was present in person before the Board and the Respondent along with his Counsel was present before it through video conferencing. Thereafter, the Counsel for the Complainant made his detailed submissions to substantiate the charges alleged against the Respondent. The Counsel for the Respondent also made his counter submissions to defend the charges alleged against the Respondent. The Respondent was examined by the Board. On consideration of the documents and submissions on record, the Board decided to conclude the proceedings in the case.

BRIEF SUBMISSIONS OF THE PARTIES:

A. COMPLAINANT:

- 4.1. The Respondent, merely 8 days after the demise of mother of Complainant, opened a Joint Bank Account No. 90492010091487 in Syndicate Bank, Hauz Khas Branch, New Delhi, without knowledge of the Complainant. It is important to note that the Respondent had mentioned his personal address, phone number and email ID on the account opening form. Also, he became the introducer in the above said Joint Account.
- 4.2. The Respondent in order to have full control over the investments of the Complainant, who is a senior citizen, very cunningly and fraudulently altered address and contact details of Accounts held by her and used his personal address in the Bank. Due to this, all the cheque books, passbooks and other important bank papers including TDS certificates were delivered to his address, and of which the complainant had no knowledge. While opening the abovementioned Syndicate Bank Account also, he submitted Indian Bank Passbook Account Number 412929398 of the Complainant as the Address proof where his personal address was mentioned.
- 4.3. The Respondent has mentioned at several places in his Written Statement dated 16.07.2014 filed before the Hon'ble High Court of Delhi, that Complainant might be having more Accounts with his address. Therefore, there is a strong possibility that Respondent might have opened more accounts in similar manner of which the Complainant has no knowledge till date.
- 4.4. The Complainant had entrusted Respondent under the capacity of a Chartered Accountant, due to which she had assigned him with the job of transfer of shares, mutual funds, bond, fixed deposits and other investments held by her and her mother. The Respondent took undue advantage of the trust bestowed to him as a Chartered Accountant, very tactfully changed the Redemption Bank Details and Correspondence Address of the Complainant in the investments held by her and diverted all the payments to the Joint Bank Account in the Syndicate Bank. Being a Chartered Accountant, as Respondent already had the knowledge of financial investments

(including the investment made by the mother of Complainant which were inherited by her) of the Complainant and her mother Late Smt. Sharda Obhrai.

- 4.5. The Complainant had mistakenly received one more Pan Card Number (AGZPM968813) with name "Badha Mehta" on it. She dutifully asked the Respondent to surrender the wrongly received PAN Card and get the same cancelled. The Respondent did not surrender the above stated PAN card as instructed and kept it with him. The Complainant learnt about it from the Written Statement dated 16.07.2014 submitted by Respondent before the Hon'ble High Court of Delhi that the PAN card issued wrongly in the name of "Badha Mehta is still in existence. The Complainant has requested the Income Tax Department to cancel the PAN Card bearing the name of "Badha Mehta".
- 4.6. The Complainant on 20.12.2017 came to know from the Income Tax Department that the Respondent in order to cheat the Complainant, has been filing ITRS from the false PAN of the Complainant, which had same address as that of Complainant. The Respondent submitted ITR's from PAN Cards No. AGZPM9688B for three consecutive years i.e., Assessment Year 2009-10, 2010-2011 and 2011-2012 out of which two ITRS (AY 2009-10, 2010-2011) were filed together. In ITR filed for Assessment Year 2011-2012, Phone numbers and Email ID of the Respondent has been mentioned.
- 4.7. The Director (Discipline) gave a prima-facie opinion that the Respondent is NOT GUILTY, mainly on the ground that the Complainant failed to file her "Rejoinder" and a document which was asked for. The Complainant could not file her Rejoinder and the required document because:
- a) The Complainant is a very old lady, aged 76 years, with many ailments, unable to move from her house, and practically without any male help.
 - b) Curiously, the two letters/reminders for the Rejoinder sent by the Disciplinary Directorate were not received by the Complainant at all.
- 4.8. After receiving the Income Tax notice dated 04/08/2013, the Complainant has been repeatedly requested the Respondent to return all the share certificates, debentures, fixed deposits, bonds, bank related documents, mutual fund statements etc. alongwith ITR and all other accounts related documents retained by him but the Respondent has not returned the same so far. After that the Complainant filed police complaint dated 09/09/2013 before SHO Hauz Khas. The Complainant thereafter also filed a recovery suit before the Hon'ble High Court of Delhi titled "Radha Mehta Vs Sanjeev Chhabra and Ors" mentioning about the fraud committed by the Respondent. Further, the Complainant on 23/04/2015 filed a writ petition (Civil) no. 4239/2015 titled "Radha Mehta Vs Income Tax Commissioner" before the Hon'ble High Court of Delhi for obtaining the ITRs of Complainant and her mother and brought on record the copy of

the Order dated 28/04/2015 passed by Hon'ble Delhi High Court in the matter Radha Mehta Vs Income Tax Commissioner.

- 4.9. The Complainant vide its letter dated 19.06.2018, submitted that the Hon'ble High Court of Delhi, in Judgment Dated 24.05.2018, passed in C.S. (OS) 558/2013, Tarini Mehta v Sanjeev Chhabra & Ors., while emphasizing on the fiduciary relationship between client and a Chartered Accountant has stated that:

"35. Admittedly defendant No.3 did not receive full consideration despite the registration of sale deed and where allegations are the defendant No.1 was a Chartered Accountant of late Smt.Sharda Obhroi, the late mother and also of defendants no.3 and 6 and despite being in fiduciary capacity did not disclose returns to Smt.Sharda Obhrol and to defendants No.3 and 6 and rather admitted before police he had withdrawn Rs.34 lakhs from the account of Smt.Sharda Obhrol and a recovery suit is pending against him in Saket Courts; If allowed to sneak in the subject property would, prima facie, be allowing a stranger in a dwelling house and would be a nuisance to the plaintiff, hence be in violation of clause 14 (2) (supra).

36. Para 7 of the plaint in CS (OS) No.103/2016 say:

7. That that defendant No.1 worked as Chartered Accountant for plaintiff as well her Mother Late Mrs. Sharda Oberal. Taking advantage of plaintiff being alone, upon her daughter (Ms. Tarini Mehta) pursuing her LLM study at Cambridge University UK and her husband visiting Argentina, fraudulently obtained a handwritten NOC on 21.04.2012 from plaintiff on the pretext that the defendant No. 3 in urgent need of money. The plaintiff after consultation with her family members over phone, immediately asked defendant No.1 to return note obtained by informing him that since he was handling affairs of plaintiff, he is well aware that the plaintiff is not competent to make sign and issue any such NOC.

The defendant No.1 in his written statement did not deny he was a Chartered Accountant of Smt. Sharda Obhrai and her daughters.

37. The scope of the fiduciary relationship was discussed in RBI vs. Jayanti Lal N. Mistry AIR 2016 SC 1 as follows:

56. (i) No Conflict rule- A fiduciary must not place himself in a position where his own interests conflicts with that of his customer or the beneficiary. There must be real sensible possibility of conflict.

(ii) No profit rule- a fiduciary must not profit from his position at the expense of his customer, the beneficiary;

(iii) Undivided loyalty rule- a fiduciary owes undivided loyalty to the beneficiary, not to place himself in a position where his duty towards one person conflicts with a duty

that he owes to another customer. A consequence of this duty is that a fiduciary must make available to a customer all the information that is relevant to the customer's affairs.

(iv) Duty of confidentiality- a fiduciary must only use information obtained in confidence and must not use it for his own advantage, or for the benefit of another person. The word fiduciary, as a noun, means one who holds a thing in trust for another, a trustee, a person holding the character of a trustee, or a character analogous to that of a trustee, with respect to the trust and confidence involved in it and the scrupulous good faith and candor which it requires; a person having the duty, created by his undertaking, to act primarily for another's benefit in matters connected with such undertaking. Also more specifically, in a statute, a guardian, trustee, executor, administrator, receiver, conservator, or any person acting in any fiduciary capacity for any person, trust, or estate. Some examples of what, in particular connections, the term has been held to include and not to include are set out in the note."

- 4.10. The Complainant signed the No Objection Letter only for herself and not as the Power of Attorney holder of Tarini Mehta. Further on 21-04-2012 when the No Objection letter was extracted from the Complainant by the Respondent, Tarini Mehta was not residing in the property but was studying in U.K.. On the very next day of the Sale Deed i.e. on 24-08-2012 it was mutually decided that cheques of Rs.2.25 crores will not be encashed till physical vacant possession is received. Thus, the averment in the Written Statement and in the registered Sale Deed that the entire consideration (of Rs.7.5 crores has been paid and received is admittedly false). Also, in the same para 11 of the Written Statement at Page 75 of Vol.1 top, it is admitted by the Respondent that only Rs.6.25 crores had been encashed. In fact it is admitted by the Respondent that the ultimate sale consideration was only Rs.6.25 crores.
- 4.11. In the Capex statement Item No.9 "Roof - water proofing and flooring" the Respondent has given the figure of Rs. 6,50,000/- as the estimate as well as the actual amount spent in March and April. Rs.6,30,000/- is the figure given in item 1 in his email dated 25-02-2010 at Page 230 of the same paper book as estimate. So, obviously, one of the two figures is false to his knowledge. Rs.20,000/- extra shown is embezzlement. In the same above Capex statement item No.1 "Water tanks underground and terrace" the estimated figure as well as the actual spent figure is given as Rs.7,50,000/-. Rs.7,00,000/- is the figure given in item 2 in his email dated 25-02-2010 at page 230 of the same paper book. False statement to his knowledge. Rs.50,000/- extra shown is embezzlement.

- 4.12. The planning permission for reconstruction of the house in the name of Sharda Obhrai is dated 14-09-2005 - Tarini Mehta's Plaint para 7 at Page 189. Sharda Obhrai admittedly died in 2007. So, admittedly, the Respondent took charge of the construction of the house in 2005 or 2006. But he has till date not given full and proper account of the construction of the house. Secondly BONDS not given back, which were admittedly entrusted to him for liquidation as admitted in Para 1 of the Written Statement in the High Court. The Respondent, transferring Rupees Ten Lakhs from the Joint Account to the account of the wife is a clear case of embezzlement of funds of the Complainant and is a clear Professional Misconduct. There was no authorization for it. There was no justification for it.
- 4.13. When he claims that the Joint Account was opened only for using it for construction of Complainant's house, why did the Respondent CA request for transfer of money in his personal account in ICICI Bank? If he had requested for money being deposited in the Joint Account in Syndicate Bank, the Complainant would have come to know about the joint account in Syndicate Bank. But, the Respondent kept the Joint account a secret. Embezzlement.
- 4.14. If this Hon'ble Board has no such power, the complaint may kindly be referred to the Disciplinary Committee, as prayed by the Complainant in a separate Petition filed on 15-07-2019, so that detailed proper enquiry may be held including Evidence and calling for records from the companies. Respondent claims that he gave the following seven loans to the Complainant:- Professional Misconduct under Part II, Clause 1, Second Schedule and Part I, Clause 11 of First schedule:
- (a) "On 25-06-2009 Rs.26,495/-" "towards her hospital bill".
 - (b) "Rs.15,000/- in cash for expenses when Mrs. Radha Mehta was admitted to hospital".
 - (c) "Rs.12,000/- was paid towards her telephone bill on 10-07-2009". This was paid through his daughter Apoorva Chhabra's credit card.
 - (d) "Rs.5,171/- were returned to her in cash". "The account was settled between us". (for Rs.58,666/- he has withdrawn Rs.79,000/- which is high interest).
 - (e) 30-08-2008 Mrs. Mehta has borrowed a sum of Rs.5 lakhs from me.
 - (f) 14-03-2011 "Again she took a loan from me".
 - (g) June 2011 "Rs.8 lakhs was transferred on also 10-02-2012 against some borrowed by Mr. Mehta for purchase of marble in June 2011".

The very admission of the Respondent that he gave the above seven loans to his client, the Complainant, on different dates between 30-08-2008 and June 2011 and then had it himself repaid from the joint account between June 2009 and Feb 2012, amounts to Professional misconduct. Giving loans by a CA to his client is in violation of Code of Ethics of the Institute.

- 4.15. Joint Account claimed to be opened on 27-08-2009. Before that in late June 2009 the Complainant was admittedly in hospital. Admittedly the Complainant was under the care and control of the Respondent as he paid the hospital bill and cash to her for expenses at that time. Has taken undue advantage of her hospitalization and financial and other dependence on her and her signatures and misused the signatures in the Syndicate Bank to open the Joint Account and in the various investment and Mutual Fund companies to redeem and send the money directly to the secret Joint Account amounts to Professional Misconduct of serious nature. Embezzlement.
- 4.16. A look at the Statement of Account of Oriental Bank of Commerce filed by the Respondent would bring out two very interesting things -
 (a) There is a total cash withdrawal of Rs.70 lakhs (Rupees seventy lakhs only) on 11 occasions in 2 months.
 (b) There are several high-amount transactions amounting to Rs. 1.89 crores. Can a practicing Chartered Accountant have Rs.70 lakhs of cash withdrawals and Rs.1.89 crores of turn over within 2 months in one of his many bank accounts. Is it not Professional Misconduct to deal in such business transactions.
- 4.17. He admits that the Complainant took a loan from him. He also admits that in repayment of the said load taken from the Respondent, he transferred from the Joint Account, Rupees Two Lakhs to his daughter's account. Even if the amount was borrowed from HIM, the transfer of Rupees Two Lakhs to his daughter's account is Professional Misconduct. (i) Disclosure to his daughter about the financial aspects of the Complainant; (ii) Embezzlement of funds.
- 4.18. The missing Page 2 of the Account Opening Form of Syndicate bank was furnished by the Complainant.
 A careful reading of the above and the only relevant operating instructions would reveal
 (a) At two places it is left blank;
 (b) Also, at two places, where the words "Jointly and/or severally" are printed, No words in "Jointly and/or severally" are scored off or deleted. Therefore, only joint operation by both the account holders is contemplated / permitted as rightly held by this Hon'ble Board of Discipline while not accepting the Prime-facie "Not guilty" opinion of the Director (Discipline).
- 4.19. The Investigating Officer, S.I. Bharat Lal sent a Notice No.748 dated 16-03-2016 to the Manager, Indian Bank, of G.K. Branch, New Delhi asking the Bank to provide the "Original account opening form of joint account holder Ms. Radha Mehta and Tarini Mehta A/c No.412929398". (Page 22 of the Paper Book of Additional Documents filed by the Complainant on 17-11-2020 for the hearing dated 20-11- 2020).
- 4.20. In response to the above Notice, Indian Bank, G.K. Branch, New Delhi gave to the Investigating Officer, S.I. Bharat Lal, the original account opening form of the S.B. account No.412929398 held jointly in the names of Radha Mehta and Tarini Mehta.

(Page 1 of the Additional Documents filed by the Complainant on 17.11.2020 before the hearing of 20.11.2020). A bare perusal of the said Account opening form clearly shows that it was opened on 22-07-2002 and that it contains the address as well as the phone number of the Complainant herself and not that of the Respondent CA as falsely claimed by him.

- 4.21. It is thus proved beyond doubt that when the account in the Indian Bank was opened, the Complainant's own address and phone number was given and recorded in the account opening form and not that of the Respondent. It is obvious that once the Respondent took charge and control of the affairs of the Complainant as her CA, he managed to have his address substituted in the records of the Bank and with that changed / substituted address of his own, he got a duplicate pass book issued and gave that to the Syndicate Bank as the proof of the Complainant's address (which was in fact the address of the Respondent which was given fraudulently by the Respondent as the address of the Complainant).
- 4.22. Not only in the Syndicate Bank the Respondent gave his mobile number, his landline phone number and his email id as that of the Complainant, but he did the same things in all the Mutual Fund companies where the Complainant had her investments. All this was done without authorization and with malafide intention to embezzle the monies of the Complainant, in which plan, the Respondent succeeded. Neither in the Indian Bank nor in the Syndicate Bank, the address of the Respondent CA was given by the Complainant but by the Respondent CA himself. The Respondent has received another sum of Rupees Five Lakhs vide Cheque No.246030 dated 13-03-2009 from the joint account of the Complainant and his sister in the Indian Bank, G.K. Branch, New Delhi as per the Statement of Account of the Bank at Page 7 of the Paper Book of Additional Documents filed by the Complainant on 17-11-2020. The Respondent has not given any account for this Rs.5 lakhs.
- 4.23. Seizure Memo dated 5-11-2018 evidencing that the cheque book of the joint account was seized from the Respondent by the Police. Page 74 is the cover-page of the cheque book of the joint account which is issued by the Bank in the single name of the Respondent CA. The Respondent CA has operated the joint account exclusively, alone all by himself for 5 years since its opening. The Complainant was unaware of the opening and operation of the joint account. Two Income Tax Returns electronically filed by the Respondent CA for the Assessment years 2009-10 and 2010-11 in the name of Badha Mehta who is a fictitious / non-existent person, but the Respondent gave the address of the Complainant in those electronic returns. Further, he filed electronically for the Assessment Year 2011-12 in the name of the Complainant Radha Mehta but in that he gave the PAN details of the said non-existence fictitious person

Badha Mehta and also gave HIS own email address, mobile number and landline phone number as if they were the contact information of the Complainant.

- 4.24. If the Respondent was using the money from the Joint Account for the construction, he would have straight away asked to deposit the money in the Joint Account. But he was keeping the Joint Account as a secret and was secretly operating it for his own personal and family purposes, and for his sister concerns for embezzlement of the funds of the Complainant, in which he succeeded. The Respondent has already (appropriated) taken by himself to himself, without any agreement or permission, a sum of Rs.2,67,750/- towards "Service Charges" (his own fees) as shown in his own Statement under the Head "Service Charges 15%".
- 4.25. The clandestine way and the malafide intention with which the NOC dated 21/04/12 was taken by the Respondent from the Complainant and was later utilized in favour of the "Respondent and his brother", each of both the acts amounts to Professional Misconduct. Immediately after the NOC was taken the Complainant demanded it back and the Respondent failed to give it back. The NOC was taken by the Respondent as "planned" by him and the Complainant did not give it voluntarily. It is not the Complainant who is colluding with her sister but it is the Respondent who has colluded with the Complainant's sister.
- 4.26. In para 7 of his latest Written Statement the Respondent has given the name of Assistant General Manager of Syndicate Bank as Mrs. Meenakshi Khanna. Where did he get this name from? There is no record before this Hon'ble Board revealing this name. Even the letter dated 29/09/18 from the bank, to which the Respondent is referring to does not contain her name. Even from her signature on the said letter nobody can decipher the signature. It has become obvious that the Respondent knew her personally and has managed not only the letter dated 29/09/18 but also everything else in the said Syndicate Bank like opening the Joint Account without the physical presence of the Complainant and operating it without her knowledge. All bank accounts opened had the address of the Complainant herself, but after the Respondent took charge as the CA of the Complainant's mother, the Complainant and the Complainant's sister, who were all old and sick ladies, the Respondent managed to have his address substituted, with malafide intentions and future planning.
- 4.27. The Respondent's daughter Apoorva Chhabra's Credit Card was used to pay the telephone bill of the complainant. This disclosure of information to the Respondent's daughter is a Professional Misconduct under Part-1, Clause 1, of the Second Schedule. Page 19 to 20 – Statement of Account of Khandelwal Steel and Timber and page 21 to 27 – all the invoices of Khandelwal Steel and Timber in the name of the Complainant shows that purchases were made for Complainant for Rs.1,29,727/-. Page 28 – This invoice is in the name of the Respondent giving his own address C52, Shivalik, New

Delhi whereas all the previous invoices were in the name of the Complainant and gives her 3A, Ring Road. Therefore, this invoice at page 28 for Rs.64,725/- (Rupees Sixty four thousand Seven hundred and Twenty Five) cannot be treated as having been purchased for the Complainant. Page 46 and 47 are challans for having removed rubbish (malba). There is no amount mentioned in any of the challans. The last challan is for a property at Vikram Vihar which is some other property for which also the Respondent seems to be doing construction work. Page 48 is the handwritten "Bill and Form" for removing the rubbish (malba) for Rs.8,400/- with a total 7 loads of which one load relates to Vikram Vihar, some other property. This Bill Form is also not signed and does not have any serial number etc.

4.28. The Complainant also made the following allegations against the Respondent under the Second Schedule:-

Clause-7, Part-I:	Respondent did not file the Income Tax Returns for A.Y. 2009-10 & 2010-11 and while filing the Complainant's IT Returns for A.Y. 2011-12, he used false PAN details and gave his own personal information as that of Complainant's.
Clause-5, Part-I:	For A.Y. 2010-11 & 2011-12 he filed IT Returns in name of Badha Mehta & failed to disclose the fact that there was no such person. Similarly, in A.Y. 2011-12 also he failed to disclose the same.
Clause-6, Part-I:	Respondent failed to report a material misstatement of a non-existing person and same was not reported in IT returns filed in the name of Badha Mehta.
Clause-3, Part-II:	Respondent has given false information and particulars to Directorate and Board of Discipline in his written statement.
Clause-1, Part-I:	Respondent disclosed information in the course of his engagement to his family without complainant's consent.
Clause-10, Part-I:	Respondent has failed to keep client's money in separate bank account and failed to use such money for the intended purpose.
Clause-4, Part-II:	Respondent has defalcated or embezzled the monies received in his professional capacity.
Clause-1, Part-II:	He has contravened the provisions of the act or regulations by violating fundamental principles as per Code of Ethics, namely:- (i) Integrity, (ii) Conflict of Interest, (iii) Confidentiality, (iv) Professional Behaviour.

Under the First Schedule:-

Clause-11, Part-I:	The Respondent has done various businesses, details of the same can be found in para 6 (i) to (viii) of a petition dated 25.07.2019 filed by the Complainant.
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Clause-10, Part-I:	The same is submitted in para 18 (iii) V (iii) (c) of a petition dated 25.07.2019 filed by the Complainant.
Clause-2, Part-III:	The Respondent failed to supply the information sought by the Disciplinary Directorate vide letter dated 15.07.2015.
Clause-2, Part-IV:	Respondent retained books of accounts and documents of the client without a reasonable cause.

B. RESPONDENT:

The Respondent in his defence, inter-alia, submitted as under:

- 5.1 A joint account was opened in Syndicate Bank; Hauz Khas dated 27.08.2009 by the Complainant as 1st Applicant and the Respondent as joint applicant by affixing their own respective signatures. As regards the said Joint Account Opening Form carrying the mailing address, mobile number and the email id of the Respondent and not the Complainant, it is essential to reverberate that the Respondent has placed on record details of other joint bank accounts, admittedly of the Complainant herself and her daughter which also bear the address details of the same address, i.e., C-52 Shivalik, 1st floor, New Delhi. Hence abusing the instant fact to construe and imply any misconduct on the part of the Respondent while discharging his professional duties would be grossly incorrect.
- 5.2 The Respondent and Complainant have been conducting transactions from the account situated at Syndicate Bank, Hauz Khas branch. However, the Complainant has not referred to any bank official in the whole complaint. Further, the withdrawals made from the joint account were by the Respondent at the instance of the Complainant. There were many mails which were exchanged between the Respondent and Complainant's husband and brother-in-law for the utilization of funds from the joint account for construction of the property. The Joint account was opened at the request of the Complainant and her husband for supervising construction of Complainant's house. This is supported by the fact that numerous bona fide mails were exchanged between parties for supervising construction of her house.
- 5.3 There several civil cases pending in Delhi District Courts and High Court between the family members of the Complainant for disputes on the above-mentioned property.

Any of the instant allegations do not constitute any professional misconduct on the part of the Respondent.

5.4 The Respondent is a bonafide purchaser for valuable consideration of Rs. 6.25 crores already paid in respect of half share in said property from the Complainant's sister to which a no objection was duly given by the Complainant herself. An interim Order dated 17.09.2013 was passed in the Suit for Declaration and Perpetual Injunction in 'Ms. Tarini Mehta v. Sanjeev Chhabra & Ors.' Bearing CS(OS) no. 558/2013. The facts before and post filing of the Complaint are:

27.08.2009	Complainant in person opened a Joint ---- Account in Syndicate Bank, Hauz Khas and the same was meant for the supervision of the construction of her house property bearing House NO. 3A, ---- Road, Lajpat Nagar – IV, New Delhi-110024.
February and April 2010	Numerous e-mails showing <i>bonafide</i> appropriation of the money spent by the Respondent for construction purposes of the Complainant's house upon her instructions on record.
23.08.2012	Sale Deed submitted before the Office of the Sub – Registrar, Mehrauli, New Delhi by the Respondent (Rs. 6.25 Crores given by the Respondent as valuable consideration) <i>qua</i> the other undivided portion of the property bearing House No. 3A, Ring Road, Lajpat Nagar – IV, New Delhi-110024, whose other half undivided share is owned by the Complainant.
31.12.2012	<u>Sale Deed registered by the Office of the Sub-Registrar, Mehrauli, New Delhi in favour of the Respondent.</u>
25.03.2013	Police Complaint made by the Respondent against the Complainant on the ground that the Complainant is not letting him take possession of his portion of the said property.
April 2013	Suit for Declaration and Perpetual Injunction, titled ' <i>Ms. Tarini Mehta vs. Sanjeev Chhabra & Ors.</i> ', bearing CS (OS) No. 558/2013 filed by the Complainant's daughter against the Respondent currently pending adjudication before the Hon'ble Delhi High Court at New Delhi.
25.01.2014	FIR lodged, as a counter – blast by the Complainant against the Respondent on grounds of misappropriating her monies in 2009-10.
09.10.2014	Instant Complaint (PR-312/2014) made as a counter – blast by the Complainant against the Respondent on grounds of misappropriating her monies in 2009-10.
December	Suit for Declaration, Possession, Partition, Damages and Permanent/

2014	Injunction filed by the Respondent titled ' <i>Sanjeev Chhabra Anr. vs. Ms. Tarini Mehta & Anr.</i> ' bearing No. CS (OS) No. 3885/2014 on grounds of having already paid valuable consideration of Rs. 6.25 Crores, which is also currently pending adjudication before the Hon'ble Delhi High Court at New Delhi.
March 2016	Suit for Declaration and Injunction, titled ' <i>Mrs. Radha Mehta vs. Sanjeev Chhabra & Ors.</i> ', bearing CS (OS) No. 106/2016 filed by the Complainant against the Respondent currently pending adjudication before the Hon'ble Delhi High Court at New Delhi.

5.5 The Respondent got the sale deed dated 31.12.2012 registered at the office of the Sub-Registrar, Mehrauli, New Delhi for the half undivided share portion of the said property for which the Respondent paid a valuable consideration of Rs. 6.25 cr. Thereafter, stay Order dated 17.09.2013 has already been obtained by the Complainant qua the Respondent for the said property. The present complaint is an arm twisting tactics so that the Respondent gives up his share. The Respondent has filed a criminal complaint dated 25.03.2013 against the Complainant, her husband and daughter before the office of the DCP Sarita vihar, New Delhi- SHO, P.S Amar Colony, New Delhi alleging that the Complainant has changed the locks of the said property, even when the Respondent has legally purchased the property via Sale Deed. The Complainant has already threatened Respondent from entering the premises.

5.6 It was the complainant who liquidated all the investments aimed at construction of the said property. The complainant decided that the Respondent will take care of the finances as well as the payments for the construction of the said property. All the transactions made by the Respondent were on the instructions of the Complainant and her husband.

5.7 At the behest of the Complainant's husband, the Complainant (in person) opened a joint account at Syndicate Bank, Hauz Khas on 27.08.2009 with the Respondent and the same was meant for supervising the construction of her house on the said property. The Joint Account was not opened fraudulently under any shady circumstances but by the Complainant herself in person, who signed all the Account Opening forms by herself for realizing/redeeming the mutual funds so that the money

could be utilized for construction of the Complainant's house in the said property. Numerous e-mails (documentary evidence) of the year 2010 showing bonafide appropriation of the money spent by the Respondent for construction purposes of the Complainant's house upon her instructions show that there were multiple ongoing transactions between the parties and hence, the allegations of professional Misconduct against the Respondent cannot in any case be substantiated, but for being a figment of imagination of the Complainant's mind who has nothing but mere words to support her hypothetical stories. It was the Complainant who herself decided that she would get the house reconstructed under the Respondent's care and supervision financing the same via mutual funds and bonds, which she held as investments. Consequently, all the investments were liquidated by the Complainant aimed at construction of the house on the said property. At all times, the Respondent acted upon the instructions of the Complainant and her husband whether it was for depositing cheques, redeeming the mutual funds to put funds into the joint account for construction, opening bank accounts or paying the laborers on site since the Complainant mostly resided for long periods at Dehradun. For the same, the Complainant and her family members were regularly transferring money, after set intervals of time into the abovementioned joint account and other accounts when the Respondent would justify where and how the previous money has been utilized as far as the construction of the house on the said property is concerned.

5.8 Several E-mails stand testimony to ongoing commercial transactions between the Complainant and the Respondent, especially in light of the fact that the Complainant has not furnished a single documentary evidence to support her contentions, but for verbal averments and the said joint account did not require the sanction or mandate of both the holders for operation in any case. Hence, none of the instant allegations constitute any professional Misconduct on the part of the Respondent under the Chartered Accountants Act, 1949 and the Chartered Accountants (Procedure of Investigations of Professional and other Misconduct and Conduct of Cases) Rules, 2007.

5.9 The Order has already been passed by the Hon'ble Delhi High Court at New Delhi in CS (OS) IN CS (OS) 953/2014 (now transferred to Saket courts and pending adjudication as

CS no. 8762/2016) dismissing the I.A. filed by Complainant seeking discovery and production of documents qua numerous Bank Accounts that the Complainant could have plausibly opened on grounds that the same is nothing but a phishing inquiry which is not permissible in law.

OBSERVATIONS OF THE BOARD:

6.1 At the outset the Board noted that the Complainant vide letter dated 25th July, 2019 requested the Board to refer this case to the Disciplinary Committee to proceed further under Chapter V of the Rules since the matter pertains to serious professional and other misconduct under both the Schedules of the Chartered Accountants Act 1949. The Board also noted that the Complainant had levelled fresh allegations against the Respondent. In this regard, the Board held that since the Chartered Accountants Act 1949 and the Rules framed there under do not contain any provision for the review of the Orders passed by the BOD/DC, the request of the Complainant to refer the case to DC cannot be entertained. Also, since the Respondent is afforded an opportunity to defend on the charges specified in Form 'I', there cannot be expansion of the charges at later stage of the disciplinary proceedings.

6.2 In context of the charge alleged against the Respondent, the Board noted that the Complainant contended that the Respondent was the Chartered Accountant of his mother. Later on, the Complainant also appointed him to look after her accounts, file her income tax returns and manage investments. Also in para 2 and 4 of Suit for Recovery filed by the Complainant before the High Court clearly, the Complainant admitted to assignment of the following duties to the Respondent:-

"2. That, defendant no.1 was Chartered Accountant of mother of plaintiff Late Sharda Obhrai. Since, he was looking after her mother's accounts; plaintiff also trusted him and appointed him to look after her accounts. While working in aforesaid capacity defendant no.1 used to look after all investments and savings of plaintiff and her mother. Defendant no.1 was entrusted to file Income Tax Returns, keep all the accounts and give advice on financial matters as and when required. In the aforesaid capacity defendant no.1 was entrusted with all the share certificates and mutual funds documents and other documents.

4. That after the demise of plaintiff's mother Late Sharda Obhrai on 22.12.2007, plaintiff entrusted him the job of mutation/transfer of shares, mutual funds, fixed deposits and other investments held by her mother and take other necessary steps. For the aforesaid purposes, defendant no.1 used to get various documents signed by plaintiff."

However, neither of the parties to the case brought on record any formal appointment letter which had been issued to the Respondent clearly bringing out the scope and nature of work to be performed, period of service, fees agreed upon, etc.

6.3 Apart from the professional relation, the Respondent contended that he was entrusted with the duty of reconstruction of Complainant's portion of the property by the Complainant and her husband. He also purchased a portion of the property which was in the name of the Complainant's sister.

6.4 In context of the charge alleged, the following seriatim of events merits consideration:

27.08.2009	Complainant in person opened a Joint Account in Syndicate Bank, Hauz Khas with the Respondent and the same was meant for the supervision of the construction of her house property bearing House NO. 3A, Ring Road, Lajpat Nagar – IV, New Delhi-110024.
February and April 2010	Numerous e-mails showing appropriation of the money spent by the Respondent for construction purposes of the Complainant's house upon her instructions on record.
23.08.2012	Sale Deed submitted before the Office of the Sub – Registrar, Mehrauli, New Delhi by the Respondent (Rs. 6.25 Crores given by the Respondent as valuable consideration) qua the other undivided portion of the property bearing House No. 3A, Ring Road, Lajpat Nagar – IV, New Delhi-110024, whose other half undivided share is owned by the Complainant.
31.12.2012	<u>Sale Deed registered by the Office of the Sub-Registrar, Mehrauli, New Delhi in favour of the Respondent.</u>
25.03.2013	Police Complaint made by the Respondent against the Complainant on the ground that the Complainant is not letting him take possession of his portion of the said property.
April 2013	Suit for Declaration and Perpetual Injunction, titled ' <i>Ms. Tarini Mehta vs. Sanjeev Chhabra & Ors.</i> ', bearing CS (OS) No. 558/2013 filed by the Complainant's daughter against the Respondent

	currently pending adjudication before the Hon'ble Delhi High Court at New Delhi.
25.01.2014	FIR lodged, as a counter – blast by the Complainant against the Respondent on grounds of misappropriating her monies in 2009-10.
09.10.2014	Instant Complaint (PR-312/2014) made as a counter – blast by the Complainant against the Respondent on grounds of misappropriating her monies in 2009-10.
December 2014	Suit for Declaration, Possession, Partition, Damages and Permanent Injunction filed by the Respondent titled ' <i>Sanjeev Chhabra Anr. vs. Ms. Tarini Mehta & Anr.</i> ' bearing No. CS (OS) No. 3885/2014 on grounds of having already paid valuable consideration of Rs. 6.25 Crores, which is also currently pending adjudication before the Hon'ble Delhi High Court at New Delhi.
March 2016	Suit for Declaration and Injunction, titled ' <i>Mrs. Radha Mehta vs. Sanjeev Chhabra & Ors.</i> ', bearing CS (OS) No. 106/2016 filed by the Complainant against the Respondent currently pending adjudication before the Hon'ble Delhi High Court at New Delhi.

6.5 The Board noted that the Respondent contended that the Joint account at Syndicate Bank, Hauz Khas was opened at the behest of the Complainant's husband in the name of the Complainant and the Respondent on 27.08.2009 and the same was meant for supervising the reconstruction of her house on the said property. On the other hand, the Complainant stated that the opening of the said account was not within her knowledge.

6.6 The Board noted that the Syndicate Bank Joint Account opening form dated 27.08.2009 shows that it has been duly signed in ink by both the joint account holders which shows that the opening of the said Joint account was well within the knowledge of the Complainant. Further, the Complainant brought on record Page 2 of the Account Opening Form of Syndicate bank showing the column with respect to the operating instructions wherein:

- (a) at two places it is left blank;
- (b) Also, at two places, where the words "Jointly and/or severally" are printed, no words in "Jointly and/or severally" are scored off or deleted. Thus, the Complainant contended that only joint operation by both the account holders was contemplated.

The Board also noted that the Complainant made a complaint dated 05.09.2013 before the Branch Manager, Syndicate Bank, Hauz Khas, which is as follows:-

②

"The above account has not been opened by me. Mr. Sanjeev Chhabra was earlier my chartered accountant and by abusing my trust he used my documents which were in his custody to open the aforesaid fraudulent account. He used the same for depositing the cheques issued to me in lieu of maturity of Mutual Funds and other stakes, which it inherited from my deceased mother.

After getting the cheques encashed in the aforesaid account he siphoned off my money along with his wife Anju Chhabra and daughter Apoorva Chhabra it came to know about their fraud only when it received an Income Tax Notice (04/08/2013). In view of the occasions of this matter, you are requested to freeze the account and take necessary action for opening a forged account in my name. "

On the other hand, the Respondent brought on record copy of the Reply dated 29.09.2018 of the Assistant General Manager Mrs. Meenakshi Khanna, Syndicate Bank to Notice u/s 91 given by the Investigating Officer in the final Report submitted by him before the Hon'ble Court wherein it was categorically stated that as per the norms of the Joint Account and the reply received from the Bank:-

"...(1) Initially the account was opened at our branch dated 27.08.2009 by both parties namely Mrs. Radha Mehta and Mr. Sanjeev Chhabra jointly with the instructions "either/or survivor" means the account can be operated by single handedly by any one of the Joint Account holders.....

(3) Yes, any of both the account holders have the liberty to withdraw or deposit amount in the said Bank Account as per their needs and future requirement.

(4) No, it is NOT mandatory that the joint account has to be operated on the instructions of both the account holders."

Thus, the Board held that the aforesaid response from the bank has put to rest the controversy as regards the mode of operation of the joint account of the Complainant and the Respondent i.e. it could be operated by any of the joint account holders single handedly.

6.7 The Board also noted that the Respondent contended that prior to opening of the joint account in question, Complainant and her daughter were using his address details for the other bank accounts also. He placed on record details of other joint accounts (2 accounts of Radha Mehta and 1 account of Tarini Mehta (Daughter of Complainant) which also bear the same address details at Shivalik as Complainant's Residential

address. However, the Complainant in this regard brought on record copy of the Account opening Form dated 23rd July 2002 with respect to the Joint account no. 41299398 in the name of the Complainant and her daughter wherein Complainant's own address had been provided. The Board also noted that the Respondent brought on record copy of the front page of the duplicate Pass Book of that account wherein Respondent's address was provided. The complainant also brought on record the Statement of the investment account maintained in the name of the Complainant with Birla Sun Life Mutual fund for the period 1st Jan 2008 to 30th August 2013 showing the Respondent's address as the address of the Complainant. The said Statement also reflected that address had been updated on 17th September 2009 and there had been a change in the bank mandate on 19th November 2009 and 10th December 2009. The bank account which had been reflected for credit of the redemption proceeds was the Joint account in the name of the Complainant and the Respondent maintained with Syndicate bank. Similar observation was made in respect of investment account maintained with Franklin Tempelton.

In this regard, the Board was of the view that any change in the particulars of the account holder is taken on record by the concerned bank only on the basis of authorization of the account holder backed by relevant documentary evidences. Thus, the contention of the Complainant that the Respondent with malafide intent changed those particulars does not hold water.

6.8 The Board also noted that the Respondent brought on record various emails exchanged between the Respondent and Complainant's husband and her brother-in-law in February and April 2010 regarding withdrawal from the joint account for the utilization of funds for reconstruction of the property. He also brought on record copy of bills as regard the construction work. He also provided detailed list of capital and other expenditures incurred under various heads from 1st Feb 2010 to 31st March 2010 in the form of Capex Sheet which shows that the Respondent was the project in charge for the reconstruction work and amount received from the Complainant and Mrs. Mehta in the said context upon the completion of activities in phases, such as funds for purchase of materials and payment to laborer on construction site, etc. The Board also noted that in email dated 25th Feb 2010 from the Respondent to the Complainant's husband, the Respondent stated "*As Mr. Mehta has left 10 L for construction*" and he also provided

an estimate for the re-construction work which had been carried out under his supervision. These emails clearly show that the Respondent kept the Complainant's husband informed about the progress of the re-construction work of the house as well as the transfer of the funds.

- 6.9. The Board also noted that the Complainant contended that the withdrawals from the Joint account with Syndicate Bank were only to the accounts of the Respondent or his family members. In this regard, the Board noted that the Respondent brought on record copy of his Bank Statements to show that amount in the nature of loan of Rs. 5,00,000/- and Rs. 3,00,000/- was advanced to Complainant, telephone bills were paid by the Respondent, Bills of Paint & Chemicals, Labour Bills. Etc., The Board held that there was fund movement from the Joint account with Syndicate Bank to the accounts of the Respondent or his family members and also from the Respondent to the Complainant.
- 6.10 Also, as regard the purchase of the Complainant's sister share of the property by the Respondent, the Board noted that the Complainant vide her letter dated 21st April 2012 gave her no-objection to her sister. Subsequently, the Complainant sent a legal Notice dated 16th July 2012 to the Sub-Registrar(South), New Delhi stating that since her sister is not authorized to create any third part interest by way of sale or transfer of her rights and share in the said property, any sale or transfer of such kind should not be allowed. The Board noted that the Sale Deed had been executed on 23rd August 2012 between the Complainant's sister and the Respondent in respect of Complainant's sister share of the property and the same had been registered by the Office of the Sub-Registrar, Mehrauli, New Delhi in favour of the Respondent on 31st Dec 2012 which are the events subsequent to the issue of the Legal Notice by the Complainant to the Sub-Registrar(South), New Delhi .
- 6.11 The Board also noted that the Complainant and the Respondent both have filed civil case against each other, and no final Findings has come out in them.
- 6.12 Thus, looking into the fact that there was professional as well as personal relation between the Complainant and the Respondent In the light of which the Respondent was also supervising reconstruction work for the Complainant through the aforesaid Joint bank account and in view of the aforesaid observations, the Board was of the view that the evidences on record do not effectively substantiate the charge alleged

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against the Respondent. Accordingly, the Board held the Respondent **NOT GUILTY** in respect of the charge alleged.

CONCLUSION:

7. Thus, in conclusion, in the considered opinion of the Board, the Respondent is held **NOT GUILTY** of 'Other Misconduct' falling within the meaning of Clause (2) of Part IV of the First Schedule to the Chartered Accountants Act, 1949 read with section 22 of the said Act. Accordingly, the Board passed Order for closure of the case in terms of the provisions of Rule 15 (2) of the Chartered Accountants (Procedure of Investigations of Professional and Other Misconduct and Conduct of Cases) Rules, 2007.

Sd/-

CA. PRASANNA KUMAR D.
(PRESIDING OFFICER)

Sd/-

Ms. DOLLY CHAKRABARTY (IAAS, retd.)
(GOVERNMENT NOMINEE)

Sd/-

CA. (Dr.) RAJ CHAWLA
(MEMBER)

DATE: 10-02-2023

प्रमाणित सत्य प्रतिलिपि / Certified true copy

मुकेश कुमार मिताल / Mukesh Kumar Mittal
सहायक सचिव / Assistant Secretary
अनुशासनात्मक निदेशालय / Disciplinary Directorate
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