

## Machol Lake Agricultural Loan - Habib Bank Limited - Fraud & Forgery

### World of Forensic Science - Document Forgery

Forensic scientists examine paper manufacturers' marks and, if necessary, **use radiocarbon dating techniques to verify the age of a document.** Handwriting and linguistic style analysis can help determine the document's author. Forgery specialists also make use of ultraviolet lighting and spectography equipment to determine whether a document contains evidence of tampering through erasure or added characters. Inks and dyes are examined through chemistry, and paper fibers are examined microscopically in order to validate or determine their source. When criminals create elaborate forgeries, such as counterfeit currency, sophisticated computerized printers are often used, and examining their encrypted computer files and printer cartridges can help determine the source of the forgery.

Khalid Memon would spare no expense to have the Habib Bank Original Loan Documents thoroughly checked and if needed, send these abroad for radiocarbon dating and other Document forgery Forensic Science Experts. It is pertinent that the Original Loan Documents were prepared in 1995, nearly 14 years back. As such, if the original documents are for example done away with and replaced by newly prepared ones, it would be quite easy to establish the exact dates the new ones were prepared. As indicated above, there are several tests to ascertain the authenticity of the documents in question. But if the original documents have been tampered, that too, can be ascertained.

**Khalid Memon has never signed any kind of Habib Bank Agricultural Loan Agreement Documents as a GUARANTOR. Period.**

## HBL Loan Papers Scrutiny & Observations

### HISTORY

1. Account with Habib Bank Limited since 1969 of Shehbaz Petroleum Service, Station Road, Hyderabad
2. Sind Motors Gasoline Station (Petrol Pump) account with HBL District Council Branch, Hyderabad, Loan taken in 1992 from Habib Bank Limited, Hyderabad after

mortgaging the Petrol Pump

3. Khalid Memon still appears as Legal Partner of the said premises and is obligated to pay the loan.
4. Khalid Memon shown loan defaulter on Sind Motors Gasoline Station in the year 1994-5
5. Sujawal Land purchased in the names of Altaf Ahmed Jatoi, Abid Hussain Jatoi & Manzoor Jatoi on 14 July 1994 and registered on 18 July 1994.
6. Khalid Memon receives Registered Irrevocable Power of Attorney from all the 3 above mentioned persons 29 January 1995.
7. Earliest document submitted to HBL for loan request are Quotation of Tractors from Karachi Tractors and Pakistan Zaraee Industries dated 22 March 1995 and 24 March 1995.
8. HBL loan sanction letter is dated 27 December 1995 and 18 April 1996.
9. The loan was disbursed by Habib Bank Limited for Agricultural Purposes Only and was for 3 Tractors, Implements and Trolley.
10. The land was a natural lake and popularly known as 'Machol Dundh', meaning a natural lake, 4-5 ft deep / depression. The only possible project that was possible on this land was Fish Farming.
11. Work had already started in early 1995, albeit very slowly due to lack of funds as the tractors and all implements were sold directly before delivery by Late Senator Aijaz Jatoi in either Lahore or Islamabad.
12. The Field Officer and the Bank Manager HBL Sujawal have signed the loan documents that everything is authentic. The field officer's several visits to the site and then certifying clearly indicates that Habib Bank staff were in collusion with the Jatoi's from the beginning.
13. It is the general policy of all banks that once a loan has been approved and paid, the field officer and others from the bank check that all work is being carried as per rules and regulations. The visits are on a regular basis and only end when the loan has been fully repaid.
14. There were no tractors, implements or Trolley at the farm except for one hired tractor which was busy raising dykes / bunds of the Lake. There was no agricultural activity at the fish farm and has none to date.
15. This means MISUTILIZATION of the loan and under these circumstances,

there is only one option for the bank. That is cancellation of the loan agreement and installments and immediate total return of the loan.

## **QUESTIONS?**

1. Habib Bank Limited staff at Zonal Branch Hyderabad who approved the loan knew that I, Khalid Ahmed Memon was a DEFAULTER on Sind Motors Gasoline Station Loan since 1994-5, and had rejected a previous loan application on the above basis when they were presented with the Registered Irrevocable Power of Attorney Land documents of Khalid Ahmed Memon.

**Then why did HBL put my name as a guarantor on loan documents knowing that I was a defaulter and that I could neither apply for a loan neither be a guarantor in any bank loan?**

**Why did Habib Bank not report the misutilization of the loan to their Head Office and why were notices not issued to this effect?**

**When the bank recovery officer visited the land / project site, he was repeatedly told that the farm is now also known as Jatoi Fish Farm and this is common knowledge and that the land owner and zamindar is Dhani Bux Jatoi who resides in Hyderabad and is a nephew of Liaquat Jatoi. This matter must have been reported to Habib Bank Zonal Office in Hyderabad, who should have made enquiries and issued notices to Dhani Bux Jatoi. Why was not a single notice issued to Dhani Bux Jatoi, even though every second person in Hyderabad know his address?**

2. It is common knowledge and basic practice / normal standard of every bank to check the authenticity of Land Documents with the Revenue Department before approving a loan. The Revenue Records clearly show that the land originally purchased by Altaf Ahmed Jatoi, Abid Hussain Jatoi & Manzoor Jatoi on 14 July 1994, who nominated and gave Irrevocable General Power of Attorney to Khalid Ahmed Memon on 29 January 1995.

**Why did HBL approve the loan in the names of the above 3 Jatoi's knowing that Khalid Ahmed Memon held the Power of Attorney?**

**Why did the Field Officer or the Bank Manager NOT enquire about registration papers and other documents relating to the 3 Tractors of Habib Bank?**

**Why did everyone at Habib Bank Sujawal, Thatta and Hyderabad keep quiet about all these discrepancies? The loan was misutilized the first week that it was approved.**

## **A. Altaf Ahmed Loan Documents (Discrepancies)**

### *Habib Bank Limited IB-7 Form*

1. There are 2 Guarantors who appear to have signed this loan agreement, namely Bashir Ahmed Lahri and allegedly, Khalid Ahmed Memon.
2. Bashir Lahri has signed on the correct assigned space, i.e. above the dotted line meant for 'GUARANTOR(S)' whereas Khalid Ahmed Memon's signature appears below the dotted line.
3. Khalid Ahmed Memon could have easily put his signature above the dotted line as there is enough space above for more than 1 signature if compared to the same form IB-7 in the case / loan document of Abid Hussain, where both Burzin Pajnigara and Bashir Ahmed Lahri have signed above the dotted line. It seems very odd that Khalid Ahmed would sign below the dotted line, when there was more than ample space to sign in the duly assigned space!!
4. It is also strange that Khalid Ahmed Memon, who allegedly signed as a Guarantor on the 3 loan documents at the same time would not write down his NIC number on this document under his signature, whereas he would do so on the two remaining documents.
5. HBL may mention that Bashir Ahmed Lahri has not quoted his NIC number on the 2 loan documents, and that Khalid Ahmed Memon may have omitted / forgotten to write down his NIC number on this one document. For your information, Bashir Ahmed Lahri is not a highly literate person and probably omitted putting down his NIC number, whereas on the contrary, Khalid Ahmed Memon, being highly educated and meticulous would not make such an omission.
6. This loan document has been allegedly signed by the 2 guarantors and bear their Bank Account numbers in someone else's handwriting instead of the remaining 2 documents which bear the signatures of the guarantor's with their NIC numbers.
7. This loan document (P2) also bears 5 signatures and 1 initial of the Bank Manager HBL Sujawal (ID 5659), whereas the other 2 similar loan documents only bear 1 signature each. The 5 signatures plus an initial of the Manager HBL Sujawal on this loan document (P2) appear to be confirmation / authentication that all concerned signatories such as Witnesses, Purchasers and Guarantors have signed before him and that he has checked the authenticity of the signatories. Why then, has the Bank Manager, not authenticated the other 2 loan documents by signing the same? Why is there only one signature on the remaining 2 loan documents and 5 plus 1 on this particular document?
8. Why were 3 guarantors required for this particular loan, whereas the Sanction /

Advice Form under 'Security' clearly states "Mortgage of Pass Book plus 2 personal guarantees. Why was a third guarantor required? Is it because HBL staff knew that Khalid Ahmed Memon was the actual owner of the land?"

9. Why was Khalid Ahmed Memon's name included in the Sanction / Advice Form under the 'Additional Security (if any): No. 1), if he were to sign as a Guarantor on the loan document? Why would HBL need Additional Security from a Guarantor?

10. Khalid Ahmed Memon insists that there was another document with regards to guarantors and that the Bank Manager after obtaining signatures on all loan documents from the 2 ACTUAL Guarantors namely Burzin Pajnigara and Bashir Ahmed Lahri, asked Khalid Ahmed Memon to also sign. Khalid Ahmed Memon refused to sign as firstly he was then a defaulter of HBL in the Sind Motors Gasoline Station, Thandi Sarak, Hyderabad case and that he was ineligible to sign as a Guarantor or seek loan and that HBL needed only 2 Guarantors and that there was no indication or requirement of a 3<sup>rd</sup>. On the Bank Manager's insistence, Khalid Ahmed Memon did sign only as a witness on the top right hand corner of this Guarantor Form. A copy of this form has not been supplied to us.

11. **The document has been tampered with and shows only one signature above the dotted line of Bashir Ahmed Lahri. Whereas there is evidence of another signature on top of this signature signed by Burzin Pajnigara. The space over Bashir Ahmed Lahri signatures varies in colour (more whitish) than the whole page.**

12. Why does Khalid Ahmed Memon's signature on Page 2 of this form in this particular loan document overlap the signature of the Bank Manager HBL Sujawal? The document clearly shows that the Bank Manager as an authenticator signed first and Khalid Ahmed Memon as an alleged Guarantor signed afterwards and that is why part of Khalid Ahmed Memon's signature has overlapped / appears on top of the Bank Manager's signature. This is totally improbable as the authentication / confirmation comes after the party has signed. ***"When you have eliminated the impossible, whatever remains, however improbable, must be the truth."* - Sir Arthur Conan Doyle.**

13. Four signatures and the initials of the Bank Manager HBL Sujawal are signed away and apart from the Witnesses and Purchasers etc. This clearly indicates that the Bank Manager signed these after the signatories and he was careful not to overlap. The 5<sup>th</sup> signature, however, has also been signed apart but Khalid Ahmed Memon's signature has been added by forgery. If Khalid Ahmed Memon would have actually signed this document as a Guarantor, the Bank Manager would have automatically signed slightly away so as not to overlap. Both signatures, i.e. of the Bank Manager and Khalid Ahmed Memon are lighter in shade and duller in comparison to all other signatures on the page.

14. The only probability that remains now is that Khalid Ahmed Memon is not the Guarantor in this or any other loan document and that his signature was added

later by staff of HBL Sujawal, Thatta and Hyderabad.

15. Habib Bank Lawyers and staff can end this case within hours instead of wasting their client money and the court's time. All they need to do is ask for a date from the Honourable Judge of the Banking Court II, Hyderabad, when they could present the Original Loan Agreement documents in the Court, giving 3-4 day's time to Mr. Khalid Memon, deponent, and his Lawyer, to arrange to call in Forensic Science experts of Document and Handwriting Forgeries. Habib Bank Limited Lawyers can naturally call in their own forensic experts. This will either way prove beyond any doubt as to **who is speaking the truth, the Bank or Khalid Memon.**

## **B. Abid Hussain Loan Document**

1. Each of the HBL Sanction Documents carry a Certification signed and stamped by the Field Officer and the Manager of Habib Bank Limited, Sujawal, Thatta. Details are as follows:

“Manager’s/ Field Officer’s Certificate

I have verified the information furnished by the applicant and satisfied myself that the borrower is genuine and the loan is required for agricultural production / development purposes only.”

2. The Field Officer and Manager signed the Certification that the borrower is genuine in the year 1996 whereas Khalid Ahmed Memon had received the Registered Irrevocable General Power of Attorney on 29 January 1995, months before the loan was applied. As such the Certification was mala fide.

3. Work on the fish farm had already commenced in early 1995 as bunds were being constructed which clearly indicated that the land was not intended for agricultural purposes and the certification by the Bank Manager and Field Officer had misrepresented the case and the subsequent approval of loan for tractors and agricultural implements for Agricultural purposes was mala fide.

4. The land under question had by then already turned into a Fish Farm - Man-made lake of around 500 acres. As such the loan was mis-utilized. This has not been mentioned in any notice and HBL have never issued any warnings or letters in this respect.

## **C. Manzoor Jatoi Loan Documents**

1. The space above Burzin Pajnigara signature on P2 of the IB-7 is whitish and does not compare with the rest of the page which is dull and slightly dirty. The pace looks squeaky clean and is suspect. Again, the alleged signature of Khalid Ahmed

Memon appears under the dotted line whereas there is more than enough space for 2 more signatures, let alone just one. Why on earth would Khalid Ahmed Memon not sign on the prescribed space?

2. There can only be one reason. Khalid Ahmed Memon never signed as a Guarantor and one of the signatures above has been erased and Khalid Ahmed Memon's has been illegally and unlawfully pasted by Habib Bank Staff.

**Note: There are so many errors in just the 3 loan documents. Obviously HBL has not provided all the documents relevant to this case and of course there are several other errors which are not listed above and will be disclosed once the case goes to Court. I am looking forward to the day that the Court orders HBL to produce the ORIGINAL loan Documents!!**