

IN THE SUPREME COURT OF INDIA

CIVIL ORIGINAL JURISDICTION

I.A. NO. 127435 OF 2023

IN

T.C. (C) No. 2 of 2004

IN THE MATTER OF:

The securities and Exchange Board of India

... Petitioners

Versus

The Golden Forests (India) Ltd.

... Respondents

WITH

I.A. No. \_\_\_\_\_ OF 2023

APPLICATION FOR MODIFICATION OF ORDER DATED  
25.04.2023 PASSED BY THIS HON'BLE COURT.

PAPER BOOK

(FOR INDEX KINDLY SEE INSIDE)

ADVOCATE FOR THE APPLICANT: ADITYA SONI

INDEX

<b>S.No.</b>	<b>Particulars</b>	<b>Page No.</b>
<b>1</b>	<b><u>I.A. No. OF 2023</u></b> Application for modification of order dated 25.04.2023 passed by this Hon'ble Court along with affidavit.	1-10
<b>2</b>	<b>Annexure-A -1</b> A true copy of the order dated 25.04.2023 passed in the above captioned matter.	11-17
<b>3</b>	<b>Annexure A -2</b> A true copy of the I.A. 56711 of 2022 filed by the Committee-Golden Forest (India) Limited before this Hon'ble Court.	18-26
<b>4</b>	<b>Annexure - A- 3</b> A true copy of order dated 07.03.2022 passed by Committee-GFIL.	27-41

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APPLICATION FOR MODIFICATION OF ORDER DATED

25.04.2023 PASSED BY THIS HON'BLE COURT

To,

THE HON'BLE CHIEF JUSTICE OF INDIA  
AND HIS COMPANION JUSTICES OF THE  
HON'BLE SUPREME COURT OF INDIA

THE HUMBLE PETITION OF THE  
PETITIONERS ABOVE NAMED

MOST RESPECTFULLY SHEWETH:

1. That the present application is being filed on behalf of the Advantage Equifund Pvt. Ltd ("AEPL"), the bonafide purchaser seeking

modification of the order dated 25.04.2023 passed by this Hon'ble Court whereby this Hon'ble Court, while allowing the I.A. 56711 of 2022 filed by the Committee-Golden Forest (India) Limited ("GFIL") has inadvertently mentioned the incorrect prayer clause (a) of the I.A. 56711 of 2022. That the Applicant had earlier preferred an I.A. No. 177449 of 2022 seeking impleadment in the present case and the same was not pressed in view of I.A. 56711 of the 2022 filed by the Committee-GFIL being allowed. The contents of I.A. No. 177449 of 2022 may be treated as part and parcel of the present application and are not being repeated herein for the sake of brevity.

(A true copy of the order dated 25.04.2023 passed in the above captioned matter is annexed hereto and marked as **Annexure-A -1.**)

(A true copy of the I.A. 56711 of 2022 filed by the Committee-Golden Forest (India) Limited before this Hon'ble Court is annexed hereto and marked as **Annexure A -2**)

2. Briefly submitted, that this Hon'ble Court directed the Committee-GFIL to take over all the properties of the Golden Forests Group Companies and pass appropriate orders on a third-party claim over any of the properties of Golden Forests India Ltd. Thereafter, after an inquiry by the Committee, it was discovered that land measuring 13.091 hectares

3

in village Neuguradia, Tehsil Mhow, District Indore, Madhya Pradesh were sold by an associate company of GFIL to one Mr. Babubhai and seven other persons, who later on sold their aforesaid land to the Applicant vide sale deed dated 03.05.2011.

3. Thereafter, a show cause notice dated 05.02.2021 was served by the Committee-GFIL to the Applicant who was arrayed as a Noticee No. 9. It is submitted that the Committee-GFIL in the abovementioned show cause notice proposed to take possession of the property purchased by the Applicant vide the sale deed dated 03.05.2011.
4. That the abovementioned show cause notice dated 05.02.2021 was decided by the Hon'ble Committed vide order dated 07.03.2022 while recommending that:

*"26. On the basis of the above discussions it is directed that the entire property of Padampura Construction Pvt Ltd measuring 19.421 ha is liable to be taken possession of by this Committee. Warrant of possession be issued for execution to the concerned Collector/Revenue Officer at Mhow, District Indore, Madhya Pradesh. Details of this property are as under:*

*As per Sale Deed No. 86 dated 25.4.1998, Padampura Construction Pvt. Ltd. Purchased land measuring 19.421 Hectare or 233.08 Bigha for Rs. 4,98,000/- in which Khasra No. 87 Area 3.893 Hectare and 88 Area 5.455 Hectare and 91/1 Area 2.523 Hectare and 97 Area 0.219 Hectare and 98/1 Area 1.564 Hectare and 99/1 and 99/3 Area 4.142 Hectare and 110/1 and 110/3 Area 1.625 Hectare, Total Land 19.421 Hectare.*

27. However, having carefully considered the circumstances with regard to property purchased by AEPL from Babubhai it seems that AEPL may have been purchased in ignorance but not in defiance of the order. The deceit and misrepresentation were practiced by Babubhai & others who knew full well that GFIL was facing financial difficulties. They brazenly went ahead to sell the property to AEPL without disclosing the information they possessed regarding GFIL and other subsidiary companies.

28. After purchasing 8.349 ha, AEPL took several steps to develop the property, obtains development permissions, engage Richfield to develop the property, create a mortgage on 0.995 ha and further sell 434 plots. Too many 3rd and 4th party rights and interests in the property have come into existence which have caused too many complications because fairness would require granting hearings to the transferee plot holders before repossession their plots. After repossessing the plots, the plots shall be again put up for sale in the open market.

29. Therefore, the transaction regarding sale of 8.349 ha to AEPL can be treated as a voidable one by the Committee. It is proposed to give an opportunity to AEPL to get the purchased transaction regularized and title perfected. By adopting this step, the Committee will not suffer a loss will avoid lengthy proceedings against hundreds of plot holders, because procedural justice shall require service of notices to the plot holders and a hearing before taking a decision. Details of land sold by Babubhai and others to AEPL are as follows:

As per Sale Deed No. 219 dated 3.05.2011, Babubhai and others sold land measuring 8.349 Hectare or 100.10 Bigha for Rs. 1,47,30,000/- in favour of M/s Advantage Equifund Pvt. Ltd. in which Khasra No. 88/1 Area 3.018 and 91/1 Area 2.553 Hectare and 97 Area 0.219 Hectare and 98/1 Area 1.564 and 99/1-99/3 Area 0.629 and 110/1 Area 0.200-hectare, Total land sold as per sale deed is 8.183 Hectare.

30. Advantage Equifund Private Ltd. (AEPL) shall have an opportunity to get the above transaction regularized by depositing the circle rate for the year 2021-22 on 8.349 ha with the Committee, within

1 month from the date of confirmation of this order by the Hon'ble Supreme Court of India.

A recommendation in this regard is made to the Hon'ble Supreme Court of India."

A true copy of order dated 07.03.2022 passed by Committee-GFIL is annexed hereto and marked as **Annexure - A- 3**.

5. At this juncture, it is respectfully submitted that after the receipt of the order dated 07.03.2022 passed by the Committee-GFIL, the Applicant had filed a submission letter dated 27.04.2022 before the Committee-GFIL availing the option provided in the paragraph 30 of the aforesaid order for regularising. The Applicant vide the same letter, conveyed its willingness to deposit the amount of Rs. 2,35,00,000/- as the amount of circle rate of 2021-22 for the land measuring 8.349 hectares, reserving its right to recover the same from the eight sellers who sold the land to the Applicant vide sale deed dated 03.05.2011.
6. In light of the abovestated facts, the Committee-GFIL had filed the I.A. 56711 of the 2022 seeking confirmation of the order dated 07.03.2022 passed by Committed-GFIL while deciding the show cause notice no. COM/CHD/P-MP-12/2021/108 dated 05.02.2021. The prayer clause of

6

the I.A. 56711 of 2022 filed by the Committee-GFIL is being reproduced hereinbelow:

"4. It is therefore prayed that:

*a. The order dated 7.3.2022 passed by this Committee (Annexure A-8) may please be confirmed.*

*b. pass any other order which the Hon'ble Court may deem fit and proper in the interest of justice."*

7. Thereafter, the abovesaid I.A. was listed on 25.04.2023 before this Hon'ble Court, wherein the Hon'ble Court had allowed the application seeking confirmation by the Committee-GFIL wherein due to an inadvertent error the incorrect prayer has been mentioned in the order dated 25.04.2023. The relevant portion of the order dated 25.04.2023 passed by this Hon'ble Court is reproduced hereunder:

*"I.A. No. 204428 of 2022 in I.A. No. 56711 of 2022 in T.C.(C) No.2 of 2004*

*1. By way of this application, the applicant seeks the following prayer:*

*"a. The order dated 15.09.2022 and 15.11.2022 passed by this Committee(Annexure A-6 and A-7) may please be confirmed."*

*2. This application is allowed in terms of the prayer clause (a)."*

8. The present application is also necessitated by the fact that the if the confirmation of the order dated 07.03.2022 is not corrected, it will have large implications as the Applicant cannot get the sale deeds of the



buyers have threatened of taking appropriate legal remedy against the Applicant not limited to filing of criminal complaint against the Applicant. Further, the Applicant is the bonfide purchaser/developer and wants to develop the land in question and provide allotments to the bonafides purchasers of the flats. Therefore, the registration of the bonafie home buyers cannot take place until or unless, the order dated 07.03.2022 is confirmed by this Hon'ble Court.

9. In view of the aforesaid, the Applicant is constrained to prefer the present application, most respectfully prays for modification of the order dated 25.04.2022 to a limited extend of getting the inadvertent error corrected and for incorporating the correct prayer clause (a) of the I.A. 56711 of 2022 as filed by Committee-GFIL, confirming the order dated 07.03.2022 passed by Committee-GFIL
10. That the present application has been filed with bona fide intention and in the interest of justice. No prejudice will be caused to any of the Parties, if the present application is allowed. However, grave prejudice will be caused to Applicant, if the present application is dismissed.

**PRAYER**

8

It is therefore most respectfully prayed that this Hon'ble Court may graciously be pleased to:-

- (i) Modify/correct the order dated 25.04.2023 passed by this Hon'ble Court to the extent that the prayer clause (a) of the I.A. 56711 of 2022 as reproduced hereinabove be incorporated in the order dated 25.04.2023.
- (ii) Pass such other appropriate order/orders, as this Hon'ble Court may deem fit and proper in the interest of justice.

AND FOR THIS ACT OF KINDNESS THE APPLICANT AS IN DUTY BOUND SHALL EVER PRAY.

**FILED BY**

**(ADITYA SONI)**

**ADVOCATE FOR THE APPLICANT**

New Delhi:

Dated:07.07.2023

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

I.A. NO. \_\_\_\_\_ OF 2023

IN

T.C. (C) No. 2 of 2004

IN THE MATTER OF:

The securities and Exchange Board of India ... Petitioners

Versus

The Golden Forests (India) Ltd. ....Respondents

**AFFIDAVIT**

I, Mudit Bansal, Authorised Representative of M/s Advantage Equipment Pvt. Ltd., office at A.B. Road, Sendhwa, Barwani District, Madhya Pradesh, presently at New Delhi, do hereby solemnly affirm and declare as under:

1. That I am the Applicant in the present case therefore competent to swear and affirm the present affidavit.
2. That the contents of the accompanying I.A (s) have been explained to me in my vernacular and I have understood the same and state that the averments made therein are true and correct in the best of my knowledge.
3. That the annexures annexed alongwith the present application are true copies of its respective originals.

10

[Signature]  
DEPONENT

**VERIFICATION**

Verified on the 5<sup>th</sup> day of July, 2023, that the fact stated in the above paragraphs of my affidavits are true and correct to my knowledge and nothing has been concealed there from.

[Signature]  
DEPONENT

ITEM NO.6

COURT NO.8

SECTION X

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Writ Petition(s)(Civil) No(s). 188/2004

M/S. RAIGANJ CONSUMER FORUM

Petitioner(s)

VERSUS

UNION OF INDIA . & ORS.

Respondent(s)

([ONLY I.A. NOS.141055, 141059, 167937, 87335, 167941 OF 2018 AND 80958,143211 OF 2021 IN T.C.(C) NO.2 OF 2004, I.A. NOS.75467, 112751 OF2020 AND 33106 OF 2019 IN W.P.(C) NO.188 OF 2004 AND C.A. NOS.3134-43137 OF 2017 ON 14.02.2023.I.A. Nos.145178/2019 and 131614/2020 and I.A. No.42747 of 2021in T.C. (C) No.2/2004 and Contempt Petition No.942 of 2021 inT.C.(C) No.2/2004

IA No. 112751/2020 - APPLICATION FOR PERMISSION

IA No. 33106/2019 - APPLICATION FOR PERMISSION

IA No. 75467/2020 - APPROPRIATE ORDERS/DIRECTIONS)

WITH

T.C.(C) No. 2/2004 (XVI-A)

(IA No. 80258/2020 - APPLICATION FOR PERMISSION

IA No. 42747/2021 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 80260/2020 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 62749/2022 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 79102/2020 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 147187/2021 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 80264/2020 - EXEMPTION FROM FILING AFFIDAVIT

IA No. 147185/2021 - EXEMPTION FROM FILING O.T.

IA No. 147188/2021 - EXEMPTION FROM FILING O.T.

IA No. 147184/2021 - INTERVENTION APPLICATION

IA No. 158706/2021 - PERMISSION TO FILE ADDITIONAL DOCUMENTS/FACTS/ANNEXURES)

C.A. No. 3134-3137/2016 (IV)

CONMT.PET.(C) No. 942/2021 in T.C.(C) No. 2/2004 (XVI-A)  
(FOR ADMISSION)

Date : 25-04-2023 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE B.R. GAVAI

HON'BLE MR. JUSTICE VIKRAM NATH

HON'BLE MR. JUSTICE SANJAY KAROL

Signature Not Verified  
Digitally signed by  
Deepak Singh  
Date: 2023.05.01  
18:29:27IST  
Reason:

For Petitioner(s)

Mr. Bhargava V. Desai, AOR  
Ms. Pallavi Maurya, Adv.  
Ms. Devina Bhandari, Adv.

Mr. Pankaj Kumar Mishra, AOR

Mr. Ranjan Mukherjee, AOR  
Mr. Shantanu Bhowmick, Adv.  
Ms. Aayushi, Adv.

For Respondent(s)

Ms. Suruchi Agarwal, Sr. Adv.  
Mr. Prashant Chaudhary, Adv.  
Mr. Viraj Kadam, Adv.  
Mr. Soumya Dutta, AOR

Mr. Shailendra Bhardwaj, AOR

Mr. Ashok Kumar Singh, AOR  
Mr. Shantwanu Singh, Adv.  
Ms. Pragya Singh, Adv.  
Mr. Sunny Singh, Adv.  
Mr. Akshay Singh, Adv.

Mr. Abhijit Sengupta, AOR

Ms. Vandana Sehgal, AOR

Mr. K. S. Rana, AOR  
Mr. Aditya Sharma, Adv.  
Mr. Anurag Nagar, Adv.

Ms. Minakshi Vij, AOR  
Mr. Yash Pal Dhingra, AOR  
Mr. Ranjan Mukherjee, AOR  
Mr. Somnath Mukherjee, AOR  
Mr. Pankaj Kumar Mishra, AOR

Mr. Raj Bahadur Yadav, AOR  
Mr. Sanajy Jain, A.S.G.  
Mr. Arijit Prasad, Sr. Adv.  
Mr. Shashank Bajpai, Adv.  
Mr. R R Rajesh, Adv.  
Mr. Padmesh Mishra, Adv.  
Ms. Swarupma Chaturvedi, Adv.  
Mr. Prashant Singh Ii, Adv.  
Mr. Raghav Sharma, Adv.

Mr. Surya Kant, AOR  
Mr. Shubham Bhalla, AOR

Mr. M. C. Dhingra, AOR  
Mr. M.c.dhingra, Adv.  
Mr. Harpal Singh Saini, Adv.  
Mr. Gaurav Dhingra, Adv.  
Mr. Dipanker Pokhriyal, Adv.  
Mr. A.k. Singh, Adv.  
Mrs. Shobha Gupta, Adv.

Ms. Ranjeeta Rohatgi, AOR  
Mr. Kusum Chaudhary, AOR  
Ms. Chitra Markandaya, AOR  
Mr. R. Gopalakrishnan, AOR  
Mr. B. K. Pal, AOR  
M/S. Ap & J Chambers, AOR  
Mr. Arun K. Sinha, AOR  
Mr. S. Ravi Shankar, AOR  
Mr. A. P. Mohanty, AOR

Mr. Alok Gupta, AOR

Ms. Meenakshi Arora, Sr. Adv.  
Ms. Ishita Farsaiya, Adv.  
Ms. Anu Srivastava, Adv.  
Mr. Kartik Jasra, Adv.  
Mr. Siddharth, AOR

Mr. Rameshwar Prasad Goyal, AOR  
Dr. Surender Singh Hooda, AOR  
Mr. Ashwani Kumar, AOR  
Ms. Shalu Sharma, AOR  
M/S. K J John And Co, AOR

Mr. Prem Chandra, Adv.  
Mr. Sarbendra Kumar, Adv.  
Mr. Sudhir Singh, Adv.  
Mr. K.r.anand, Adv.  
Mr. Satyakam Chakraborty, Adv.  
Mr. Chandan Kumar Mandal, Adv.  
Mr. Mushtaque Ahmad, Adv.  
Mr. Chand Qureshi, AOR

Dr. Surender Singh Hooda, AOR

Mr. Aditya Soni, AOR  
Mr. Maninder Singh, Sr. Adv.  
Mr. Surjeet Bhadu, Adv.  
Mr. Rajat Gautam, Adv.

Ms. Meenakshi Arora, Sr. Adv.  
Ms. Ishita Farsaiya, Adv.

Ms. Anu Srivastava, Adv.  
Mr. Kartik Jasra, Adv.  
Mr. Siddharth, AOR

Mr. Ronak Karanpuria, AOR  
Mr. P. N. Puri, AOR

M/S. Lawyer S Knit & Co, AOR  
Mr. S. Udaya Kumar Sagar, Adv.  
Ms. Bina Madhavan, Adv.  
Mr. Lakshay Saini, Adv.

Mr. H.S. Phoolka, Sr. Adv.  
Mr. Jagjit Singh Chhabra, AOR  
Mr. Saksham Maheshwari, Adv.

Mr. Ravi Raghunath, Adv.  
Mr. Sanyat Lodha, AOR

Mr. Rana Sandeep Bussa, Adv.  
Mr. Shashibhushan P. Adgaonkar, AOR  
Mr. Omkar Jayant Deshpande, Adv.  
Mrs. Pradnya Shashibhushan Adgaonkar, Adv.

Ms. Ranjeeta Rohatgi, AOR

Mr. Vinod Ghai, Sr. Adv.  
Mr. Ajay Pal, AOR  
Mr. Aman Pal, AAG  
Mr. Gaurav Dhama, Adv.  
Mr. Mayank Dahiya, Adv.  
Ms. Sugandh Rathor, Adv.

Mr. Jitender Kumar Sethi, D.A.G.  
Mr. Jatinder Kumar Bhatia, AOR  
Mr. Ashutosh Kumar Sharma, Adv.

Mr. Subhasish Bhowmick, AOR

Mrs. Tanuj Bagga Sharma, AOR  
Dr. M.k Ravi, Adv.  
Mr. Sanjay Bhasin, Adv.

UPON hearing the counsel the Court made the following  
O R D E R

I.A. No. 204428 of 2022 in I.A. No. 56711 of 2022 in T.C.(C) No.2  
of 2004

1. By way of this application, the applicant seeks the following



prayer:

"a. The order dated 15.09.2022 and 15.11.2022 passed by this Committee (Annexure A-6 and A-7) may please be confirmed."

2. This application is allowed in terms of the prayer clause (a).

I.A. Nos. 174449 and 42747 of 2022 in T.C.(C) No.2 of 2004

These applications are disposed of as not pressed.

I.A. No. 47993 of 2023 in W.P.(C) No. 188 of 2004

1. This court, vide order dated 24.01.2023 had directed the Income Tax Authorities to make a valuation of all the properties which could be auctioned. We had granted four weeks' time to do so.

2. By way of present application, the Income Tax Authorities have placed on record the difficulties in completing the exercise within such a short period of time and they have prayed for extension of time by seven months.

3. Mr. Sanjay Jain, learned Additional Solicitor General, fairly, states that the period till 31.08.2023 would be sufficient to complete the exercise.

4. We, therefore, extend the period for completing the valuation till 31.08.2023.

5. This application is disposed of accordingly.

I.A. No. 44362 of 2023 in T.C.(C) No.2 of 2004

1. These are the applications filed by one Mr. Nikhil Syal who claims to be the largest shareholder in the respondent No.1-

company.

2. The applicant claims to be the legal heir of his grand father, father and mother who were promoters of the Company.
3. Ms. Meenakshi Arora, learned Senior Counsel appearing on behalf of the applicant, submits that it will be in the interest of all the stake holders that the best price is achieved for the properties.
4. It is, therefore, submitted that the applicant should be permitted to do an independent valuation of the properties and also be permitted to bring in a good buyer, who is willing to purchase the properties at such a valuation.
5. We see no impediment in allowing the same, if the applicant, at his own expenses, desires to do the valuation of the properties and get a buyer who is willing to pay for the properties at such a valuation as it will be in the interest of all the stake holders.
6. In any case, as observed earlier, in our view, the best mode of sale would be by public auction.
7. However, getting an independent valuation would not come in the way of such a procedure.
8. We, therefore, partly allow the application.
9. The applicant is permitted to do an independent valuation of the properties and also furnish the details about the buyer who would be willing to purchase the said properties.
10. Learned counsel for the Committee is requested to furnish the list of all the properties which has also been furnished to the Income Tax Department for valuation purposes, to the applicant.

17

I.A. Nos. 87335 and 167941 in TC(C) No. 2 of 2004, I.A. Nos. 62731 and 62733 of 2019, 27236 and 77270 of 2021 and 75467 of 2020 in W.P.(C) No. 188 of 2004 and IA No. 33106 of 2019 and IA No. 112751 of 2020 in W.P.(C) No. 188 of 2004 and C.A. No. 3134-3137 of 2016

As prayed, list these applications/matters on 12.07.2023.

Rest of the applications/matters

List all these application/ matters on 26.09.2023.

(DEEPAK SINGH)  
COURT MASTER (SH)

(ANJU KAPOOR)  
COURT MASTER (NSH)

(Truecopy)

18  
Annexure A - 2

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

IA No. 56711 of 2022

In

Transfer Case (Civil) No. 2 of 2004

**In the Matter of :**

The Securities and Exchange Board of India ..... Petitioner  
SEBI Bhavan, BKC, Plot No.C4-A  
'G' Block, Bandra, Kurla Complex,  
Bandra (E), Mumbai, Maharashtra-400051

Versus

The Golden Forests (India) Ltd. .... Respondent  
Through Committee – GFIL,  
Main Building, Golden Forests (India) Ltd.  
VPO Jharmari, Via Lalru,  
Ambala-Chandigarh National Highway-22,  
Tehsil Dera Bassi, Distt. Mohali

**APPLICATION FOR DIRECTIONS**

To

The Hon'ble Chief Justice

and his Companion Judges of this Hon'ble Court

**MOST RESPECTFULLY SHOWETH:**

1. That the Hon'ble Supreme Court vide para 39 of order dated 5.9.2006 passed in TC(C) No. 2 of 2004 titled Securities & Exchange Board of India Vs. Golden Forests (India) Limited directed this Committee to pass appropriate order/make appropriate recommendation with regard to the properties sold/settled between 23.11.1998 and 20.1.2003. Para 39 of the order dated 5.9.2006 is reproduced as under:

"39. Insofar as the period prior to the appointment of provisional liquidator in the winding up petition in the Punjab and Haryana High Court and Delhi High Court is concerned, the Bombay High Court in its order dated 23rd November, 1998 had restrained the company, its subsidiary as well as directors not to dispose of the properties of the respondent company or its subsidiaries or its directors till further orders. It would be to the Committee to make appropriate recommendations to this Court regarding the status of sales made after the restraint order passed by the Bombay High Court on 23rd November, 1998. Any application putting a claim for settlement of

properties after the restraint order passed by the Bombay High Court should be made to the Committee which shall be at liberty to make appropriate recommendations to this Court for its consideration."

Copy of order dated 5.9.2006 is annexed as **ANNEXURE**

**A-1** (Pg \_\_\_\_ to pg \_\_\_\_).

2. That vide order dated 15.10.2008, the Hon'ble Supreme Court directed this Committee to take over all the properties of the Golden Forests Group Companies and pass appropriate orders on a third-party claim over any of the properties of Golden Forests India Ltd or its subsidiary/associate Companies. The relevant portion of the order is reproduced below: -

"In order to facilitate the disbursement due to the investors, the money has to be collected by selling these properties. The Committee is authorized to take possession of all the properties owned by the respondents. If there are any valid claims in respect of any of these properties by third parties, the Committee may consider the same and pass

appropriate orders subject to confirmation by this Court.

Copy of the order dated 15.10.2008 is annexed as Annexure A 2 (Pg \_\_\_\_\_ to pg \_\_\_\_\_)

- 3 That the Committee discovered that land measuring 19.421 hectare situated in Village Neuguradia, Tehsil Mhow District Indore, Madhya Pradesh had been purchased by M/s Padampura Construction Pvt. Ltd. a subsidiary of Golden Forests (India) Limited.

Therefore under the Supreme Court mandate given to the Committee, notices were issued to all concerned and after affording opportunity of hearing, the Committee while passing order dated 7.3.2022 recommended as under:-

\* 26. On the basis of the above discussions it is directed that the entire property of Padampura Construction Pvt Ltd measuring 19.421 ha is liable to be taken possession of by this Committee. Warrant of possession be issued for execution to the concerned Collector/Revenue Officer at Mhow, District Indore, Madhya Pradesh. Details of this property are as under:

As per Sale Deed No.86 dated 25.4.1998, Padampura Construction Pvt. Ltd. (ANNEXURE A-3

(Pg \_\_\_\_ to pg \_\_\_\_ ) purchased land measuring 19.421 Hectare or 233.08 Bigha for Rs.4,98,000/- in which Khasra No.87 Area 3.893 Hectare and 88 Area 5.455 Hectare and 91/1 Area 2.523 Hectare and 97 Area 0.219 Hectare and 98/1 Area 1.564 Hectare and 99/1 and 99/3 Area 4.142 Hectare and 110/1 and 110/3 Area 1.625 Hectare, Total Land 19.421 Hectare.

27. However, having carefully considered the circumstances with regard to property purchased by AEPL from Babubhai it seems that AEPL may have been purchased in ignorance but not in defiance of the order. The deceit and misrepresentation was practised by Babubhai & others who knew full well that GFIL was facing financial difficulties. They brazenly went ahead to sell the property to AEPL without disclosing the information they possessed regarding GFIL and other subsidiary companies.

28. After purchasing 8.349 ha, AEPL took several steps to develop the property, obtained development permissions (ANNEXURE A-4 (Pg \_\_\_\_ to pg \_\_\_\_)), engage Richfield to develop the property (ANNEXURE A-5 (Pg \_\_\_\_ to pg \_\_\_\_)), create a mortgage on 0.995 ha (ANNEXURE A-6 (Pg \_\_\_\_ to



pg \_\_\_\_\_), and further sell 434 plots. Too many 3rd and 4th party rights and interests in the property have come into existence which have caused too many complications because fairness would require granting hearings to the transferee plot holders before repossession of their plots. After repossessing the plots, the plots shall be again put up for sale in the open market.

29. Therefore, the transaction regarding sale of 8.349 ha to AEPL can be treated as a voidable one by the Committee. It is proposed to give an opportunity to AEPL to get the purchase transaction regularised and title perfected. By adopting this step the Committee will not suffer a loss and will avoid lengthy proceedings against hundreds of plot holders, because procedural justice shall require service of notices to the plot holders and a hearing before taking a decision. Details of land sold by Babubhai and others to AEPL are as follows:

As per Sale Deed No.219 dated 3.05.2011 (ANNEXURE A-7 (Pg \_\_\_\_\_ to pg \_\_\_\_\_)). Babubhai and others sold land measuring 8.349 Hectare or 100.10 Bigha for Rs.1,47,30,000/- in favour of M/s. Advantage Equifund Pvt. Ltd. in which Khasra

No 88/1 Area 3.018 and 91/1 Area 2.553 Hectare and 97 Area 0.219 Hectare and 98/1 Area 1.564 and 99/1-99/3 Area 0.629 and 110/1 Area 0.200 Hectare, Total land sold as per sale deed is 8.183 Hectare.

30. Advantage Equifund Private Ltd (AEPL) shall have an opportunity to get the above transaction regularised by depositing the circle rate for the year 2021-22 on 8.349 ha with the Committee, within 1 month from the date of confirmation of this order by the Hon'ble Supreme Court of India."

Copy of the order dated 7.3.2022 is annexed as ANNEXURE A-8.

(Pg \_\_\_\_ to pg \_\_\_\_)

4. It is therefore prayed that:
- a. The order dated 7.3.2022 passed by this Committee (Annexure A-8) may please be confirmed.
  - b. pass any other order which the Hon'ble Court may deem fit and proper in the interest of justice.

New Delhi

Date:

Viraj Kadam,  
Advocate

Counsel for Applicant- Committee – GFIL  
(Appointed by Hon'ble Supreme Court of India)

25

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

IA No \_\_\_\_\_ of 2022

IN

Transfer Case (Civil) No. 2 of 2004

In the Matter of :

The Securities and Exchange Board of India ..... Petitioner

Versus

The Golden Forests (India) Ltd. .... Respondent

Through Committee- GFIL

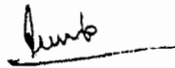
(Appointed by Supreme Court of India)

AFFIDAVIT

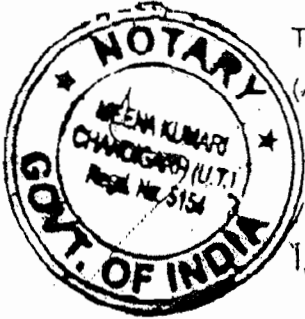
I, Sh. Brij Mohan Bedi S/o Sh. Sadhu Ram Bedi Aged about 72 years R/o H.No. 22, Sector -4 Panchkula, working as Member, Committee-GFIL do hereby solemnly affirm and declare as under:-

1. I am Member, Committee-GFIL, I am duly authorized and being fully conversant with the facts and circumstances of the case, I am competent to swear this affidavit.

2. I say that the Interlocutory Application for directions is drafted under my instructions and the contents thereof are true to the best of my knowledge and belief based on records.



DEPONENT



26

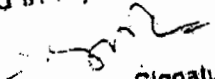
VERIFICATION -

Verified on this 7<sup>th</sup> day of April 2022 at Chandigarh that the contents of paras 1 to 4 of the accompanied application and para 1 & 2 of the above affidavit are true to my knowledge based on records and nothing material has been concealed there from.

Carried out the Affidavit / SWA / etc. after being read over & explained to the Deponent / Executant / etc. secure his/her/its full understanding the contents of the Affidavit / Document.

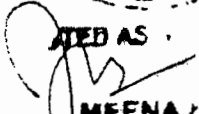
  
DEPONENT

Identify the deponent who has signed and is marked in my presence

  
Signature

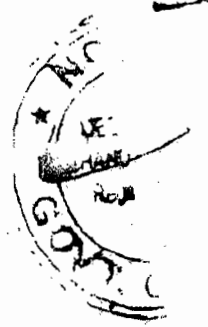


07 APR 2022

  
MEENA KUMARI  
NOTARY, CHANDIGARH

The contents of this Affidavit / Document has been explained to the deponent / executants He / she has admitted to the correct. The deponent / executant has signed Register No. 359 dt 7/4/2022

(True copy)



# COMMITTEE - GOLDEN FORESTS (INDIA) LIMITED

(Appointed by the Hon'ble Supreme Court of India) Annexure A-3

Chairman's Off : # 1065/1, Sector 39-B, Chandigarh-160 036 Tel : 0172-2695065

E-mail : committee\_gfil@rediffmail.com www.goldenforestcommittee.com

COM/CHD/P-MP-12/2022/ 888

27  
March 7, 2022

IN RE: SHOW CAUSE NOTICE DATED 5.2.2021

Committee-Golden Forests India Limited.

Versus

1. Babubhai S/o Sh. Amirambhai Joshi,  
R/o Shankeshwar, Tehsil Sami, District Patan (Gujarat)
2. Rohit Kumar S/o Naraindass Acharya  
R/o 4, Vivekanand Society, Behind Dwarikapuri, Sjuresh Nagar (Gujarat)
3. Sanjay S/o Hariparsad Bhatt.  
R/o Bhawanikunj, Lalji Madhavji Street, Kalba Chowk, Junagarh (Gujarat)
4. Kaushikbhai S/o Sh. Chhotabhai,  
R/o C-13, Triveni Society, Subhanpura, Badodra, (Gujarat)
5. Pinakim S/o Sh. Dineshchandwe Shah,  
R/o Madhavgiri ki Kharki, Bhadrwa, Tehsil Savli, District Barodra (Gujarat)
6. Gulabbhai S/o Chhotubhai Lad,  
R/o Shivanjli Society Nursery Road, Billimora, District Nabsari (Gujarat)
7. Dulsukhbhai S/o Kumbharbhai Master,  
R/o Krishanbhuwan, Garba Chowk, Junagarh, Ahamdabad, (Gujarat)
8. Hasmukh Bhai S/o Bhaganbhai Patel,  
R/o Bempur, Post Mahiyapoor, Tehsil Malpur, District Sabarkatha (Gujarat)

Kee

9. M/s. Advantage Equifund Private Limited,  
A.B. Road, Sndhwa (MP) through its Director Shri Amar S/o Sh. Bhikhulal Agrawal,

Argued by: Mr. Punit Bali, Senior Advocate and Mr. Surjeet Bhadu, Advocate for respondent  
No.9. None for respondents 1 to 6.

**ORDER**

**Introduction**

1. A complaint was received by the Chairman, Committee GFIL on 28.1.2021 from one Sh Jai Singh Thakur son of Kesar Singh, resident of Panda, Tehsil Mhow. The letter disclosed that Padampura Construction Company, a subsidiary of Golden Forests, had illegally sold some land measuring 55 bighas. It was also stated that a colony was being developed and huge profit was being earned. Revenue records and copies of sale deeds were attached with this letter.

2. The land in question was in Neuguradia, Tehsil Mhow, District Indore, Madhya Pradesh.

The following documents were attached with the complaint:

- (i) Kisht Bandi Khatauni 2018-19 reflecting ownership of Advantage Equifund Pvt Limited.
- (ii) Khasra 5 years (new form)
- (iii) Sale deed No. 86 dated 25.4.1998  
Area : 19.421 ha  
Purchase price : Rs 4,98,000/-  
Sellers : Janaki Bai & others  
Purchaser : Padampura Construction Pvt Ltd.

hee

- (iv) Sale deed dated 587 dated 24.8.2004  
Area : 13.091 ha  
Purchase price : Rs 34,91,000/-  
Seller : Padampura Construction Pvt Ltd  
Purchasers : Babubhai & seven others
- (v) Mortgage deed dated 24.5.2012  
Mortgagor : Advantage Equifund Pvt Ltd  
Property mortgaged : 130 plots measuring 107000 sq ft (0.995 ha)

3. The matter was inquired into by the Committee. It was found that Padampura Construction Private Limited, Manimajra, was indeed an associate company of Golden Forests (India) Limited (hereinafter referred to as "GFIL"). On examining the attached documents it was found that Padampura Construction Company had sold 13.091 hectares in village Neuguradia, Tehsil Mhow, District Indore, Madhya Pradesh, to Babubhai and seven others on 28.4.2004. A part of this land was further sold by Babubhai and others to Advantage Equifund Private Limited (hereinafter referred to as "AEPL") on 3.5.2011.

4. Exercising its mandate under various judicial orders, this Committee issued show-cause notices dated 5.2.2021 to Babubhai and seven others and to AEPL, calling upon them to show cause why a recommendation should not be made to the Hon'ble Supreme Court of India to take possession of the property. The order dated 23.11.1998 of the Bombay High Court in Writ Petition No. 344 of 1998 entitled Securities Exchange Board of India v. Golden Forests (India) Ltd & Ors, is as follows:

*"The respondent-company and its subsidiaries as well as the Directors are directed not to dispose of any property of the respondent-company or its subsidiaries or its Directors till further orders."*

112

Order dated 5.9.2006 passed in Transfer Case (Civil) No. 2 of 2004 of Supreme Court of India in Securities Exchange Board of India v. Golden Forests (India) Ltd, is as follows:

*"Insofar as the period prior to the appointment of provisional liquidator in the winding up petition in the Punjab and Haryana High Court and Delhi High Court is concerned, the Bombay High Court in its order dated 23<sup>rd</sup> November, 1998 had restrained the company, its subsidiary as well as directors not to dispose of the properties of the respondent company or its subsidiaries or its directors till further orders. It would be to the Committee to make appropriate recommendations to this Court regarding the status of sales made after the restraint order passed by the Bombay High Court on 23<sup>rd</sup> November, 1998. Any application putting a claim for settlement of properties after the restraint order passed by the Bombay High Court should be made to the Committee which shall be at liberty to make appropriate recommendations to this Court for its consideration.*

*Insofar as the settlement/sales of immovable properties for the period between the appointment of provisional liquidator passed by the High Court of Punjab and Haryana and the restraint order dated 17<sup>th</sup> August, 2004 passed by this Court are concerned, any sales/settlement made contrary to the orders passed after the appointment of Provisional Liquidator by the High Court of Punjab and Haryana on 20<sup>th</sup> January, 2003 and the restraint order passed on 17<sup>th</sup> August, 2004 by this Court shall be ignored and the Committee would be at liberty to get hold of those properties by taking vacant possession thereof with the help of civil and police authorities and deal with them in accordance with the directions already given."*

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**Submissions of Respondent 1 – 6**

5. Babubhai and five others (respondents 1 to 6) appeared before the committee on 24.3.2021 through Sh Vaikank Joshi, Advocate, and submitted that two of the original purchasers namely Dalsukhbhai and Hasmukhbhai (arrayed as respondents not 7 & 8) had died. Accordingly, presence of these two respondents was dispensed with. Sh. D.K.Singhal, Advocate, appeared for AEPL and sought time for getting copies of some documents.

6. The defence pleaded by Babubhai and five others (respondents 1 to 6) is that they were residents of Gujarat and had come to know of an investment scheme launched by GFIL to double money in three and a half years. GFIL appointed several agents in various areas of Gujarat. The respondents had joined hand with GFIL as agents. The respondents' case is that acting as agents of GFIL they took deposits from many persons and credited the amounts to GFIL's account. Receipts were given to the investors on behalf of the company. Later the respondents came to know that the company had gone into liquidation (sic) and was not in a position to return the deposits to the depositors. Several complaints were filed against the company and the agents were also involved in police complaints. Respondents approached GFIL, who then decided to sell properties held by its subsidiary company, Padampura Construction Company Pvt Ltd, vide their resolution dated 5.12.2000 and return money to the investors from the sale proceeds. Sh. A.D.Sharma was appointed the authorised person to sell various properties of the company.

7. Respondents (1 to 6) submit that they paid the dues to the investors/depositors on behalf of the company and presented the receipts to Sh. A.D.Sharma and demanded the money from the company. They were informed that the company had no property in Gujarat and were advised to purchase company's land in Neeguradia, Tehsil Mhow, District Indore, Madhya Pradesh. Thereafter respondents (1 to 6 and the deceased respondents) purchased land bearing revenue survey numbers 81/1, 91/1, 97, 98/1, 91/1 to 99/3, 110/1 to 110/3 (total 13.091 hectares) from Padampurs Construction Pvt Ltd on 28.4.2004.

8. Later the above respondents decided to sell a part of the land to Sh. Piyush Aggarwal and Sh. Pavan Tiwari against the consideration amount and executed General Power of Attorney in their favour on 25.11.2010. Since then the respondents do not have possession of the property.

#### **Submissions of Respondent 9**

9. Reply was also filed respondent 9, Advantage Equifund Pvt Ltd (AEPL). It was stated that AEPL had on 3.5.2011 purchased 8.349 hectares from respondents 1 to 5 through their power-of-attorney holders for valid consideration of Rs 1,47,30,000/-. True copy of sale deed dated 3.5.2011 is Annexure 'C' and the receipts issued by the sellers are at Annexure 'D'. The name of AEPL was then entered in the revenue records, copy of the entry is at Annexure "E".

10. It has been submitted by AEPL (respondent 9) that land was purchased from respondents 1 to 5 through a valid sale deed after due diligence and conducting all reasonable enquiries. After

registration of the sale deed, respondent 9 acquired a clear and valid title for valuable consideration. Sub-Divisional Officer granted development permission and a part of the land was mortgaged for EWS plots in terms of the rules. The respondent also obtained various permissions from the authorities for developing a colony, like registration as a coloniser/builder, permission for development, mortgagee of 25% of plots, permission to sell 34 mortgaged plots, allot and sell 66 plots in EWS category, cleared liability to pay dues (copies of supporting documents have been annexed as Annexures "F" to "M"). Various other permissions were taken from the concerned department and have been annexed as Annexure "N." A development agreement dated 12.9.2012 had been entered with Richfield Infra Built Pvt Ltd granting development rights under which AEPL was to retain 25% of sale proceeds and 75% was to be paid to the builder. This agreement is Annexure "O"

11. Total number of plots developed was 478, out of which 342 had been sold through registered sale deeds and 115 plots were mortgaged from which 34 had been sold after taking permission. The List of plots has been annexed as Annexure "P". This list shows that actually 341 plots had been sold and registered.

12. Respondent 9 is also relying on auction notice dated 11.5.2018 (Annexure "R") issued by this Committee regarding properties for sale but the notice does not include the lands in question. Likewise details taken from the Committee's website also contain the lands available for sale but does not include the land in question. Lastly, along with additional submissions, list of registered plot holders and photographs of the colony have been filed as Annexures "T" and "U."

Kee

13. The main contention of respondent 9 is that it is a bona fide purchaser for valuable consideration. The respondent neither had knowledge nor reason to believe, despite exercise of prudence and due diligence, that a restraint order had been imposed on properties of Golden Forests (India) Limited and its subsidiary companies.

14. It was also submitted that even the authorities remained silent at the time of registration and at the time of granting the various permissions for development. There was complete absence of information in judicial records or in public knowledge with regard to any restraint on transfer of the property. There was no material with the respondent either at the stage of entering into the transaction or at any stage thereafter, till the issuance of the show-cause notice, to infer that sales were prohibited.

#### Considerations

15. Certain facts are undisputed. Padampura Construction Private Limited, Mani Majra, Chandigarh in all owned 19.421 hectares of land in village Neurguardia, Tehsil Mhow, District Indore, Madhya Pradesh. The land was purchased by this company from Janaki Bai & others on 25.4.1998 for Rs 4,98,000/- . The company is mentioned at serial no. 77 in the list of subsidiary and associates companies of Golden Forests (India) Limited. The property of this company, therefore, comes under the custody and control of this Committee. Under the Supreme Court mandate, properties of GFIL and its subsidiary and associate companies are required to be sold to return money to lacs of investors.

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However, the Committee's record relating to properties of the Golden Forests group of companies is based on Dr Namavati Report and information received from other sources. It is true that the Committee came to know about the land in question for the first time when the subject complaint was received on 28.1.2021 and the matter was examined by the Committee. It's for this reason that the details of the land are missing from the auction notice dated 11.5.2018. This makes no difference because the land was purchased by Padampura Construction Private Limited (a Golden Forest group of companies).

16. Directors of GFIL were also promoters of Padampura Construction Private Limited. They ignored the restraint orders issued by the Bombay High Court on 23.11.1998 and transferred its property by sale to respondents 1 - 8 on 28.4.2004 for Rs 34,91,000/- through registered sale deed. The respondents were not investors in any of the Golden Forests group of companies but were in fact agents of GFIL, who collected money from the general public for investment in GFIL. When investors came to know that GFIL and its group of companies were under liquidation (the term used by them to mean financial stress) they approached the company's agents, respondents 1 - 8 for return of their money. After the respondents returned the money to the investors, they in turn approached GFIL for refund. This was stated by respondents 1 - 8 but no proof of money was produced. The company then purportedly passed a resolution on 5.12.2000 and on its basis transferred 13.091 hectares of land in village Neurguardia to respondents 1 - 8 on 28.4.2004. This is how the transferors came to own the land in question.

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17. The transaction between respondents 1 - 8 (self-proclaimed agents) and GFIL is an opaque transaction because the transferors have not disclosed before this Committee the extent of refund of investment they made to the investors, nor produced any proof of return, as agents of GFIL. They also do not disclose the sale consideration for which Padampura transferred 13.091 hectares to them on 28.4.2004. Copy of the sale deed has not been filed by them but is available on record having been sent by Sh Jai Singh Thakur along with his complaint.

18. Save for 8.183 ha transferred by respondents 1 to 8 to AEPL on 3.5.2011 for Rs 1,47,50,000, the balance land measuring 4.908 ha is still wrongly held by respondents 1 to 8.

19. The narration of facts mentioned in the reply filed by respondent 9 (AEPL) does show that this company purchased 8.349 hectares on 3.5.2011 for Rs 1,47,30,000. After this AEPL began planing development on 8.349 hectares, obtained necessary permissions and clearances. AEPL entered into a development agreement on 12.9.2012 with Richfield Infra Built Pvt Ltd. granting development rights to the developer over 8.183 hectares (sic). Under this agreement AEPL (land owner) was to retain 25% of sale proceeds and 75% was to be paid to Richfield Infra Built Pvt Ltd (promoter & developer).

#### **Committee's Mandate**

20. The promoters of GFIL were bound by the order passed by Bombay High Court on 23.11.1998 in Writ Petition No. 344 of 1998 titled as Securities & Exchange Board of India Vs. Golden Forests (India) Ltd & Ors whereby GFIL and its subsidiaries as well as the Directors

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were directed not to dispose of any property of the respondent-company or its subsidiaries or its Directors till further orders.

21. This Committee derives its mandate from order dated 5.9.2006, in T.C.(C). 2 of 2004, Securities and Exchange Board of India vs. Golden Forests (India) Ltd, the Hon'ble Mr. Justice Ashok Bhan and Hon'ble Mr. Justice Sirpurkar. Supreme Court gave further directions to the Committee on 15.10.2008 to take over all the assets mentioned in the valuation report prepared by Dr. Namavati regarding the properties of Golden Forests Group of Companies, and enumerated guidelines regarding auction sales by the Committee.

22. Supreme Court had ordered that a certified copy of the Order of the Court as contained in the Record of Proceedings dated 5.9.2006 be forwarded to Chief Secretaries of all States, Administrators of all Union Territories, Director Generals of Police of all States and Union Territories for information and necessary action.

#### **Status of 19.421 ha**

23. The submissions of the parties and examination of the revenue records establish the following facts:

- Property measuring 19.421 ha situated in Village Neuguradia, Tehsil Mhow, District Indore, Madhya Pradesh was originally purchased by Padampura Construction Pvt Ltd from Janaki Bai & others on 25.4.1998 for Rs 4,98,000/-.
- Part of the above property measuring 13.091 ha was sold to Babubhai & seven others on 28.4.2004 for Rs 34,91,000/-.

Kee

- Part of the property measuring 8.349 ha was further sold by Babubhai and others to Advantage Equifund Pvt Ltd on 3.5.2011 for 1,47,30,000/-.
- Part of the property (130 plots measuring 0.995 ha) was mortgaged by AEPL on 24.5.2012 for getting development permission.
- The property of AEPL was developed into plots by Richfield on the basis of development agreement dated 12.9.2012 and sold to 434 plots holders.
- The break up of ownership of 19.421 ha is as follows:

(A)	Padampur Construction Pvt Ltd	6.330 ha
(B)	Babubhai & others	4.750 ha
(C)	Advantage Equifund Pvt Ltd	8.349 ha
(D)	Out of 8.349 ha mortgage by AEPL	0.99 ha

### Conclusions

24. Transfer of 13.091 ha by Padampura Construction Pvt Ltd to Babubhai and seven others on 28.4.2004 was in violation of restraint orders, therefore, the sale to Babubhai & others is void. Consequently, all subsequent transactions/transfers of 8.349 ha by Babubhai and others to AEPL vide sale deed dated 3.5.2011, mortgages created on 0.995 ha by AEPL on 24.5.2012, development agreement between AEPL and Richfield 12.9.2012 and sale of 434 plots on various dates, as reported to this Committee by AEPL are also void and of no legal effect.

Kee



25. The misconduct by Padampura Construction Pvt Ltd is extremely grave. The property was originally bought on 25.4.1998 from money deposited with GFIL by thousands of investors. The directors and promoters of GFIL and Padampura Construction Pvt Ltd brazenly violated the restraint orders passed by the Bombay High Court on 23.11.1998, when this property was sold to Babubhai & others on 28.4.2004. Babubhai & others were agents of GFIL and had been taking deposits from investors on behalf of GFIL. It must be presumed that these persons knew very well the financial position of GFIL as they were the company's agents and have stated in their reply that GFIL had gone into 'liquidation.' Babubhai & others were parties to the violation of the restraint order dated 23.11.1998 and cannot be forgiven for deceitfully selling 8.349 ha to AEPL.

### Recommendations

26. On the basis of the above discussions it is directed that the entire property of Padampura Construction Pvt Ltd measuring 19.421 ha is liable to be taken possession of by this Committee. Warrant of possession be issued for execution to the concerned Collector/Revenue Officer at Mhow, District Indore, Madhya Pradesh. Details of this property are as under:

As per Sale Deed No.86 dated 25.4.1998, Padampura Construction Pvt. Ltd. purchased land measuring 19.421 Hectare or 233.08 Bigha for Rs.4,98,000/- in which Khasra No.87 Area 3.893 Hectare and 88 Area 5.455 Hectare and 91/1 Area 2.523 Hectare and 97 Area 0.219

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Hectare and 98/1 Area 1.564 Hectare and 99/1 and 99/3 Area 4.142 Hectare and 110/1 and 110/3 Area 1.625 Hectare, Total Land 19.421 Hectare.

27. However, having carefully considered the circumstances with regard to property purchased by AEPL from Babubhai it seems that AEPL may have been purchased in ignorance but not in defiance of the order. The deceit and misrepresentation was practised by Babubhai & others who knew full well that GFIL was facing financial difficulties. They brazenly went ahead to sell the property to AEPL without disclosing the information they possessed regarding GFIL and other subsidiary companies.

28. After purchasing 8.349 ha, AEPL took several steps to develop the property, obtains development permissions, engage Richfield to develop the property, create a mortgage on 0.995 ha. and further sell 434 plots. Too many 3rd and 4th party rights and interests in the property have come into existence which have caused too many complications because fairness would require granting hearings to the transferee plot holders before repossession their plots. After repossessing the plots, the plots shall be again put up for sale in the open market.

29. Therefore, the transaction regarding sale of 8.349 ha to AEPL can be treated as a voidable one by the Committee. It is proposed to give an opportunity to AEPL to get the purchase transaction regularised and title perfected. By adopting this step the Committee will not suffer a loss and will avoid lengthy proceedings against hundreds of plot holders, because

# COMMITTEE-GFIL

-15-

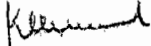
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procedural justice shall require service of notices to the plot holders and a hearing before taking a decision. Details of land sold by Babubhai and others to AEPL are as follows:

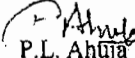
As per Sale Deed No.219 dated 3.05.2011, Babubhai and others sold land measuring 8.349 Hectare or 100.10 Bigha for Rs.1,47,30,000/- in favour of M/s. Advantage Equifund Pvt. Ltd. in which Khasra No.88/1 Area 3.018 and 91/1 Area 2.553 Hectare and 97 Area 0.219 Hectare and 98/1 Area 1.564 and 99/1-99/3 Area 0.629 and 110/1 Area 0.200 Hectare, Total land sold as per sale deed is 8.183 Hectare.

30. Advantage Equifund Private Ltd (AEPL) shall have an opportunity to get the above transaction regularised by depositing the circle rate for the year 2021-22 on 8.349 ha with the Committee, within 1 month from the date of confirmation of this order by the Hon'ble Supreme Court of India.

A recommendation in this regard is made to the Hon'ble Supreme Court of India.

  
Justice K.S. Garewal (Retd)  
Chairman

**CHAIRMAN**  
**COMMITTEE-GFIL**

  
P.L. Ahuja  
Member

**MEMBER**  
**COMMITTEE-GFIL**

  
B.M. Bedi  
Member

**MEMBER**  
**COMMITTEE-GFIL**

